



JAM Services, LLC
 9009 SE Adams St.
 #1208
 Clackamas, OR 97015
 (503) 970-2669
 Ladymover3.1@gmail.com

Consignment Contract

Listing # 024-006

In consideration for your agreement to list and use your efforts to find a purchaser for the Manufactured Home herein described, I hereby give you sole exclusive right to sell said Manufactured Home for a period of 90 days from this date 4/11/24, and thereafter until this agreement shall have been revoked by ten (10) days written notice and delivered to you, but in any event for not longer than 3 month(s) from date.

Make: <u>Gaerdon</u>	Model: _____	Year: <u>1997</u>	Size: <u>L 58' x W 23'</u>	Beds: <u>3</u>	Bath: <u>2</u>
Serial # <u>GOSTOR 10971 8890</u>	License # <u>287756</u>	Owner's Phone: <u>503-734-5194</u>			
Location: <u>12420 SE Bush St #7</u>	Owner's Address: <u>12420 SE Bush St #7, Portland</u>				
Finance Co.: <u>None</u>	Payment \$ _____	Payoff \$ <u>0</u>	Account # _____		

(In this contract the words *I* and *Me* and *My*, refer to the Owner(s) signing this contract. The words *You* and *Your* refer to the Retailer or Agent.)

- You are hereby authorized to negotiate for the sale of, and sell, said Manufactured Home for \$ 145,000 O.B. present location, of which not less than \$ 1,000⁰⁰ shall be paid as deposit money by the Purchaser, to be held by you until the date of closing. If sale is closed for an amount greater than the selling price listed herein, I agree to pay you the commission (set forth in paragraph #2) on the stated selling price and to divide equally between you and me the excess over and above the said selling price.
 - Or I agree to accept a net flat price of \$ _____ authorizing you to retain any amount received over the said net price as reimbursement for expenses involved and as a selling commission.
- If a sale or exchange is made or a Purchaser procured therefore by you, by me, or by any other person, at the price during the listing period or within three (3) months after the termination of this contract, to anyone with whom you or I negotiated or discussed the sale during the life of the contract I agree to pay you a commission of 7% of the sale price, or \$ 5,000⁰⁰, whichever is greater.
- During the term of this contract, I agree not to lease, rent, sell, or negotiate for the sale of the said Manufactured Home, except through you, nor give any broker, firm, or other person authority to sell, or negotiate for the sale of the said Manufactured Home. I agree to refer you all inquiries received concerning the sale of the said Manufactured Home.
- I agree to deliver the said Manufactured Home to the purchaser free and clear of any and all encumbrances including taxes, assessments, license fees, etc., including ground rental, if on rented land, paid up to the date of delivery, and that the Manufactured Home is free and clear of all personal property judgments and liens.
- I agree, unless otherwise specifically denied herein, the said Manufactured Home is now, or will be prepared by the time of sale, to be safely towed from present site to another destination. YES or X NO. I agree to notify you at least 72 hours prior to moving said Manufactured Home and to give its new location.
- Evidence of the title will be furnished in the form of either a bill of sale, or in title states, a certificate of title.
- You are authorized, on my behalf, to qualify and accept an offer from a purchaser, which shall be in accordance with the said terms, and to execute a contract of sale therefore.
- You are authorized, on my behalf, to negotiate for the sale and to sell said Manufactured Home for a lesser sum or upon under different terms (including acceptance of other property in trade) if I shall set forth such changes in writing.
- The exclusive right to advertise the Manufactured Home is granted to you. Which advertisement may be done by insertion of ads in newspapers, the broadcasting of some on radio, the placing of a "For Sale" sign on the premise or by such other means of advertising as are commonly used together with the right to exhibit said Manufactured Home at reasonable hours to prospective buyers. If by mutual consent, the above described Manufactured Home by withdrawn from sale before the expiration of the listing contract, I agree to pay you one and one half percent (1.5%) of the last quoted sale price on said Manufactured Home, as liquidated damages to reimburse you for advertising costs and losses incurred as the result of my failure to adhere to the full term or period of this contract. For the payment of said commission, which shall be due and payable upon closing of any contract to sell or sale made hereunder you shall have and equitable lien said Manufactured Home therefore, and upon the proceeds, in whole or in part of the said sale.

10. At the time you home is sold through JAM Service, LLC, any lien on that home will be paid off by JAM Service, LLC (or purchasers financing source) from the proceeds of the sale, then the net proceeds will be paid to you, the cosigner, after all the other sales related expenses are satisfied.
11. In the event any purchaser forfeits the earnest money paid actually by him, all expenses of advertising and incidental cost paid actually incurred by you shall be deducted wherefrom, with remainder being equally divided between you and me.
12. No deduction shall be made in the amount of the commission due and to be paid to you in the event I accept as part consideration, other property of any kind, in trade.
13. I agree to vacate said Manufactured Home no more than 30 days from the date of closing the sale
14. I agree to carry my own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail, and vandalism, and to release you from any and all liability during the term of this contract.
15. I have , have not , obtained permission from the park owner that the Manufactured Home will be accepted for future location in the park, subject to qualifying of the prospective Purchaser.
16. **Buyer and Seller understand and agree** that, should any claim, controversy, or dispute arise between parties, including but not limited to those arising out of or relating to interpretation or breach of this Agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, the aggrieved party **shall have only one year** after the occurrence in which to file a claim.
17. **Any claim, controversy, or dispute** between the parties named in this contract, including but not limited to those arising out of or relating to interpretation or breach of this Agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, shall be resolved solely by arbitration in accordance with the then-effective arbitration rules of Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration shall be binding on the parties, and may be entered in any court having jurisdiction thereof. The arbitration shall be commenced in, and the hearing shall be held in, the county where the Seller is located. Only the Seller and the Buyer named in this Agreement may be parties to arbitration under this Agreement, and this Agreement shall be interpreted to specifically prohibit class action arbitration or any other form or participation in arbitration by third parties. Further, the arbitrator selected hereunder shall not have jurisdiction over, nor the authority to determine the arbitrability of, any class action claim(s), which claims shall be subject to, and administered strictly in accordance with, ORCP32. If Buyer finances any portion of the purchase of the Manufactured Home, this arbitration clause shall not apply to either Buyer or the lender involved in such financing with respect to any dispute between them; further, this arbitration clause shall not apply to any dispute between Buyer and the manufacturer of the manufactured home or any of its components, but the provisions of this clause shall survive any termination, amendment, or expiration of the Agreement or its merger in a retail installment contract. This arbitration clause shall not preclude any party from filing a statutory construction lien or from commencing suit to foreclose such lien, but the foreclosure suit shall be stayed until the rendering of the arbitration award, which award shall be binding in such foreclosure suit as to all matters determined in arbitration, and the lien may then be foreclosed to the extend permitted by law.
Seller's remedies shall at all times be cumulative and not exclusive. The failure of Seller to exercise any right or remedy or to demand complete and strict compliance with the terms of this Agreement shall not constitute a waiver of any obligation of Buyer or right of Seller under this Agreement. Seller shall have all the rights and remedies of an aggrieved Seller under laws of the State of Oregon, including the Uniform Commercial Code.
In the event that arbitration proceeding is initiated, or if Buyer fails to comply with this agreement by filing a lawsuit, the prevailing party shall be entitled to reasonable attorney fees in connection therewith, whether such fees are incurred at hearing, trial, arbitration, or an appeal. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court with hears a request to stay litigation or to enjoin arbitration or which hears any exceptions made to arbitration award submitted to it for confirmation as a judgment.
This Agreement shall be binding on and shall inure to the benefit of the parties, their legal representatives, successors, and assigns.
Any modification of this Agreement or terms differing from those contained herein shall be in writing.
Time is specifically declared to be essence of this Agreement.
Sever-ability: Should any term of this Agreement be deemed unenforceable or contrary to law, the remaining terms of the Agreement are severable and enforceable to the fullest extent of the law.
This agreement shall be interpreted under, enforced pursuant to, and governed by, the laws of the State of Oregon.

<i>Range Dishwasher Refrigerator Washer Dryer</i>	<u>Items included with sale of this property:</u>
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Dated this the 11th Day of April 2023

Acceptance

Retailer/Agent JAM Service LLC Seller/Consigner Susana Perez L. (Seal)

By Alice Randall (Seal)

503-970-2669