

EXCLUSIVE RIGHT TO SELL AGREEMENT

with BluFin Mobile Home Sales Broker License # BH/1125565/1

For and in consideration of the mutual promises contained herein and other good and valuable consideration,

FRANK V. ARUTA as seller (hereinafter referred to as "Seller or Client") and
BLU FIN as broker or its sales agents, if any, (hereinafter collectively referred to as "Broker") do hereby enter into this Agreement, this date of 04/10/2021.

1. Exclusive Right to Sell Agreement. Seller hereby grants to Broker the exclusive right and privilege as the agent of the Seller to show and offer for sale the mobile/manufactured home (MH) located at 7 FLAMBOYANT, SADASOTA County, Florida, 34275, and more particularly described in the Description paragraph immediately below (all of which is hereinafter collectively referred to as "Property") as the broker for Seller. The term of this Agreement shall begin on the date of 04/10/2021, and shall continue through the date of OCT 10, 2021, (hereinafter referred to as "Listing Period"), unless otherwise terminated in accordance with this Agreement.

2. Legal Description. The full legal description of the Property is described below, if Property is situated on a rented lot in a MH home park/community:
Identification number(s) MF790AE, MK790BE, Year Built 72, Size 44',
Make MERCURY, Title number(s) 4447965, 4447964,
Title Date of Issue 2020, Park/Community Name BAY LAKE ESTATES,
Park/Community 55+ ☒, Family ☐, Monthly Lot Rent \$ Includes sewer ☒, water ☒,
basic cable ☒, non-ad valorem tax ☒, Pass thru Tax ☒, Lien Amount if any Amount .

→ **3. Broker's Duties to seller.** Broker's sole duties to Seller shall be to:
A. Make all disclosures, if required, by local, State or Federal law;
B. Use Broker's best efforts to procure a buyer ready, willing and able to purchase Property at a sales price of at least \$ 24,900 (which amount includes the commission due Broker) or any other price acceptable to Seller.

4. Seller's Duties. Seller represents that Seller:
A. presently has title to Property or has full authority to enter into this Agreement;
B. will cooperate with Broker to sell Property to prospective buyers and will refer all inquiries concerning the Property for sale, while listed with Broker, and concerning the sale of Property to the Broker during the term of this agreement.
C. will make Property available for showing at reasonable times as requested by Broker.
D. will provide Broker with accurate information regarding Property (including information concerning all adverse material facts pertaining to the physical condition of Property); and
E. must comply with all state and federal laws, if applicable.
F. **If Property is to be sold fully or partially furnished, Seller will create an inventory list for the Broker.**

5. Fair Housing Disclosure: Seller acknowledges that Broker is committed to providing equal housing opportunity to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller agrees not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability or sexual orientation.

6. Marketing.

A. Generally: If Seller desires to limit the manner or scope in which the Property is marketed Seller should check the appropriate box or boxes below. Any box not selected shall not be a part of this Agreement.

- ☐ Seller does not wish to have information about the Property displayed on the Internet.
- ☐ Seller does not wish to have the address of the Property identified on the Internet, but does wish to have all other information about the property displayed on the Internet.

Other than the restrictions referenced above, Broker is authorized to market and advertise Property for sale in any media of Broker's choosing, including the Internet and multiple listing services, if applicable, and attempt to procure buyers for the Property in cooperation with other broker's and their affiliated licensees, if any. Seller acknowledges that in listing the Property in a multiple listing service, all members, or those who subscribe to such service, of the multiple listing service will have access to Seller's listing information including images, and the right to use all available technology to create, download, store, supplement and manipulate such listing information to assist Seller in the sale of the Property and for tracking and/or analyzing any Property transaction. Such images and recordings shall not belong to or be the property of Seller and may not be copied, reproduced or Used by Seller or other third parties without the express written permission of the Broker or owner thereof. Seller agrees not to place any advertisements on the property or to advertise the Property for sale in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Sale" sign on Property, if no city ordinance or community rules prohibit such for sale sign. If the Property is sold or a contract for the sale or exchange of the Property is entered into during the term of this Agreement, the Broker may advertise the Property (including images thereof) in any media of Broker's choosing as being "Under Contract" or "Sale Pending" while a sale is pending and as being "sold" upon the closing of the Property.

B. Early Termination. In the event the Seller wishes to cancel this Agreement prior to the expiration date on page 1, the Seller agrees to pay the Broker a flat fee of \$500 for expenses incurred by the Broker. Seller Initials _____

C. Lockboxes: A lockbox may be used in connection with marketing the Property. There have been isolated instances or reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the Property. In order to minimize the risk of misuse of the lockbox, Broker recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. Since others may have access to Property, Seller agrees to either remove all valuables, prescription drugs and/or keys, or put them in a secure place.

7. Commission.

A. In the event that during the term of this Agreement Seller enters into a contract, whether oral or written (including an option to purchase contract) for the sale or exchange of the Property, or any portion thereof, with any buyer, Seller agrees to pay Broker at closing (and regardless of whether the closing is during or after the term of this Agreement) the following commission:

N/A % percent of the sales price;

(other) \$2,000 Fixed Fee;

If Good Faith Deposit is forfeited under the terms and conditions of this Contract, or as stated in paragraph (h) in the Standards For Mobile Home Transactions, one-half of the Good Faith Deposit shall go to the Broker and the remainder shall be paid to the Seller(s), provided, however, that Broker's portion shall not exceed brokerage fee as indicated in the Exclusive Right to Sell Agreement.

If Seller refuses to close, or is unable to close for any reason, the Seller(s) shall pay the Broker a full commission as specified, along with any cost's Broker has incurred to enforce this Contract. _____ (Seller's initials)

In addition, Seller agrees to immediately pay Broker the commission referenced above if during the term of this agreement any of the following events occur:

1. Seller defaults under any contract to sell or exchange the Property (including an option contract);
2. Without the consent of Broker, seller and a buyer mutually agree to terminate a contract for the purchase and sale or exchange of the Property (including an option contract); or
3. Seller refuses to accept a lawful, bona fide, written offer to purchase the Property meeting the following terms and conditions at a time when the Property is not otherwise under contract:

(a) The purchase price in the offer, after deducting all fees, costs and contributions to be paid by the Seller (other than the brokerage commission to be paid by Seller and the Seller's payment of ad valorem taxes through the date of closing) is for at least the full listing price set forth herein and is to be paid in cash or cash equivalent at the closing.

(b) The offer is not subject to contingencies, conditions precedent, due diligence periods, or required terms other than those set forth herein;

(c) The offer is not subject to Seller warranties or representations other than: (1) those warranties the Seller agrees to provide in any Seller's Property Disclosure Statement, if required by law, that the Seller has filled out and made available to prospective buyers for inclusion in any offer, and (2) the Seller warranting to convey good and marketable title (which for all purposes herein shall have the same meaning as set forth in the Purchase and Sale Agreement to the Property at closing; and

(d) The date of closing in the offer is not less than thirty (30) days nor more than forty-five (45) days from the offer date.

Notwithstanding the above, in the event there are multiple offers to purchase the Property, Seller shall not be in breach of this Agreement if the Seller first gives prospective buyers a reasonable opportunity (not exceeding 5 days from the date of the first offer) to make their best offer to purchase the Property.

B. Broker may share this commission with a cooperating broker, if any, who procures the buyer of Property by paying such cooperating broker at closing N/A % percent of the sales price of Property OR \$ 50,500. In addition, cooperating brokers are expressly intended to be third-party beneficiaries under this agreement.

C. If Seller during the Protected Period, as that term is hereinafter defined, sells or contracts to sell or exchange Property to any buyer who made an offer on, was introduced to, visited, received information on, inquire about, or otherwise learned of the Property during the term of this Agreement, as a result of the efforts of the Broker, then Seller shall pay the commission referenced above to Broker at the closing of the sale or exchange of Property to said buyer. The term "Protected Period" shall refer to the SIXTY DAY period following the earlier of either:

(a) the expiration of this Agreement; or (b) the date the Agreement is terminated upon the mutual, written consent of the Broker and Seller. If this Agreement is terminated by Seller without the express, written consent of Broker, the Protected period shall be the time period referenced above plus the number of days that remained on the term of this Agreement at the time it was terminated early without the express, written consent of Broker. In such event, the Protected Period shall commence on the date this Agreement was terminated early without the express written consent of Broker. For the purpose of this Agreement, the term "buyer" shall include buyer, all members of the buyer's immediate family, any legal entity in which buyer or any member of buyer's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interest therein, and any third party who is acting under the direction or control of any of the above parties. Notwithstanding the above, no commission shall be paid to Broker if this Agreement has either expired or been terminated upon the mutual, written consent of Broker and Seller and the Property is sold or contracted to be sold to a prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.

8. Seller Default. In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, reimburse Broker for the out-of-pocket costs and expenses, incurred by Broker, including time invested in listing and marketing property, and/or Broker's affiliated Licensees in seeking to market and sell the Property. Such costs and expenses shall include without limitation printing and copying charges, mileage at the highest rate allowed by the IRS as a business deduction and expenses to advertise and/or place the Property in various media including time spent when listing property and taking photos of the property.

9. Seller's Property Disclosure Statement. ~~Within three (3) days of this Agreement, Seller agrees to provide Broker with a current, fully executed Seller's Property Disclosure Statement, if mandated by law. In addition, if Property, or any portion hereof, was constructed prior to 1978, Seller agrees to additionally provide Broker with a current fully executed Lead-based Paint Disclosure statement within the same timeframe so that Broker may provide the same to buyers in accordance with federal law. Broker is hereby authorized to distribute the Seller's Property Disclosure Statement and any Lead-Based Paint disclosure to buyers interested in Property. Seller agrees to promptly update any of the above-referenced disclosure documents should any changes occur.~~

10. Limits on Broker's Authority and Responsibility. Seller acknowledges and agrees that Broker:

A. may show other properties to prospective buyers who are interested in the Property;

B. shall not be responsible to advise Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences, if any, of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing and/or insurance coverages; and

the uses and zoning of the property whether permitted or proposed. Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Seller acknowledges that Broker shall not be responsible to monitor or supervise any portion of construction or repairs to property and that such tasks clearly fall outside the scope of brokerage services.

C. shall owe no duties to Seller nor have any authority on behalf of Seller other than what is set forth in this Agreement;

D. may make all disclosures required by law;

E. may disclose all information about Property to others;

F. shall not be responsible for ensuring that Seller complies with the duties and deadlines contained in any purchase agreement entered into by Seller and that Seller shall be solely responsible for the same; and

G. shall, under no circumstances, have any liability greater than the amount of the commission paid hereunder to Broker (excluding any commission amount paid to a cooperating broker, or subagent, if any) or if no commission is paid to broker, then a sum not to exceed one hundred dollars;

H. shall be held harmless by Seller from any and all claims, causes of action, or damages arising out of or relating to:

1. inaccurate and/or incomplete information provided by Seller to Broker;
2. earnest money handled by anyone other than Broker;
3. Seller's negligence;
4. Any loss or theft of valuables, prescription drugs or keys, relating to the use of a lockbox or an open house resulting from Seller's failure to remove or secure the same;
5. the existence of undisclosed material facts about the Property or the transaction, or
6. any damages or injuries occurring on the Property as a result of dangerous or defective conditions on the Property or the failure to secure or restrain pets.

I. shall have no authority to bind Seller to any contract or agreement.

11. Disclosures.

A. Broker agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure by subsequent word or conduct or such disclosure is required by law. Seller acknowledges, however, that Buyer and Buyer's broker may possibly not treat any offer made by Seller (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Seller.

B. Broker may not knowingly give customers false information.

C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.

D. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Broker may represent other buyers and sellers, in buying or selling property).

E. In the event Seller has unilaterally terminated a Listing Agreement on the Property with a different broker Seller acknowledges that in addition to Seller's commission obligations to Broker set forth herein, Seller may also owe a commission to the previous broker in certain circumstances.

12. Arbitration. All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. 1 et. seq. and the rules and procedures of the arbitration company selected to administer. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Florida to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Florida acceptable to that party to administer and conduct the arbitration. If there is only one arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorney's fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: **(1)** any claim regarding the handling and disbursement of earnest money; and **(2)** any claim of Broker regarding the entitlement to

or the non-payment of a commission hereunder.

13. Extension. If during the term of this Agreement, Seller and a prospective buyer enter into a sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be automatically extended for the exact number of days that Property was under contract.

14. Referrals. Seller hereby authorizes Broker to refer Seller to another licensee or broker for brokerage or relocation services not related to the sale of Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.

15. No Imputed Knowledge. Seller acknowledges and agrees that with regard to any property in which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's sales agents or between the different agents of Broker. Broker and each of Broker's agents shall be deemed to have only actual knowledge of such properties.

16. Governing Law. This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Florida.

17. Survival. The commission rights of Broker and the commission obligations of Seller set forth herein shall survive termination or expiration of this Agreement.

18. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Seller. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

19. Time of Essence. Time is of the essence of this Agreement.

20. Notices.

A. Communications Regarding Transactions. Client acknowledges that many communication(s) and notices in any transaction are of a time sensitive nature and that failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.

B. Notices between Broker and Client Regarding this Agreement. Client and Broker agree that communication(s) and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

C. Client Contact Information.

The contact information of Client(s) is set forth below:

FRANK VAROTA Business Telephone: _____
Client Name

Home Telephone: _____

Address for Receiving Notice/Communications

7 FLAMBOYANT ST Cell Phone: 440-622-0571

NO KODIS, FL 34275 Fax Number: _____

E-mail: FRANKVAROTA3@GMAIL.COM

Business Telephone: _____

Client Name

Home Telephone: _____

Address for Receiving Notice/Communications

Cell Phone: _____

Fax Number: _____

E-mail: _____

SPECIAL STIPULATIONS: The following Special Stipulations, if, any, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

SIGNATURES

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT:

- (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN;
- (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND
- (3) SELLER IS NOT SUBJECT TO A CURRENT LISTING AGREEMENT WITH ANY OTHER BROKER.

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY SELLER.

The above Agreement is hereby accepted _____ o'clock _____.m. on the date of _____.

BluFin or BluFin Realty

Broker/Firm Name

129 Camellia St. Nokomis, FL 34275

Address

BH/1125565/1 and/or CQ1062303

Broker's License Number

Ofc 941-302-5609 or cell 912-547-2416

Broker's Phone #

Broker's Fax #

blufinfl@gmail.com

Broker's E-mail Address

Broker or Affiliated Agent Signature

Michael M. Kloian

Print Name

Seller's Signature

Print Name

Seller's Signature

Print Name