



Allstar Mobile Home Sales, LLC

Exclusive Listing Agreement and Agreement for Broker Services

THIS EXCLUSIVE LISTING AGREEMENT AND AGREEMENT FOR BROKER SERVICES (the "Agreement") is entered into this April 15, 2024, 2024 (the "Effective Date"), by and between Raymond and Valerie Mulvihill ("Seller"), whose address (as listed on their identification) is 5301 E. McKinney St. #285 Denton, TX 76208 and **Allstar Mobile Home Sales, LLC, a Florida limited liability company** ("Broker"), whose address is 6305 18th Street East, Ellenton, FL 34222.

In exchange for the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Broker and Seller hereby agree to the following:

1. The Seller is the owner of a mobile or manufactured home (the "Home") identified as follows: 2022 [Year] and IMPE [Manufacturer]. Size: 66 [Length] and 30 32 [Width] bearing Vehicle Identification Number(s) (VIN): JACFL001522A-JACFL001522B and Florida Title Number(s) 1800940267 - 1800935835. List Price \$ 235,000.00

The Home is located at the following address: 30 North Rd Palmetto FL 34221 (the "Property") in Manatee County, Florida.

The sale of the Home shall include all the appliances and fixtures located in the Home and the following personal property: Smart Stove & Dishwasher Washer & Dryer.

The Seller's personal belongings and the following personal property shall be excluded from the sale of the Home: Refrig - ~~Washer/Dryer~~

The sale of the Home shall not include the sale of real property unless otherwise agreed to by the parties in writing.

The Seller owns the Home free and clear from any liens or encumbrances. The Seller desires to sell the Home and is hereby engaging the services of the Broker as the exclusive listing agent in accordance with the terms and conditions set forth in this Agreement. The Broker accepts the appointment as the Broker and exclusive listing agent for the sale of the Home. The Seller hereby grants to the Broker the exclusive right to sell the Home.

2. The Broker warrants and represents that it is a duly licensed "mobile home broker" as defined in Chapter 320, Florida Statutes. The Broker is engaged in the business of offering to procure or procuring mobile homes to the general public. The Broker shall provide advertising, marketing, and negotiation services to the Seller. The Broker shall use reasonable, diligent efforts to sell the Home and the

Mulvihill
Seller Broker

Seller authorizes Broker to market the Home by any means in which the Broker deems appropriate, including, but not limited to, sign displays, flyers, listing services, online resources, and the use of photographs of the Home. The Broker will have the sole and absolute discretion and control of the marketing efforts to sell the Home. The Seller shall not interfere or disrupt Broker's efforts. Upon locating a prospective buyer for the Home, the Broker will negotiate the sale of the Home by acting as the agent for the Seller. The Seller agrees that the Broker is the Seller's sole agent during any and all negotiations with prospective buyers, and the Seller grants the Broker full permission to negotiate on the Seller's behalf. At the time the Broker locates a prospective buyer, the Broker shall prepare an offer for the prospective buyer to execute and present to the Seller. If the Seller wishes to counteroffer the buyer's offer, the Broker communicate the counteroffer to the buyer as soon as reasonably practicable and will continue to negotiation the terms until the parties reach an agreement or the offer/counteroffer is rejected or withdrawn.

3. The term (the "Term") of this Agreement shall be for a period of 63 months which begins on the Effective Date and shall automatically terminate on SEPT 2024, unless otherwise extended in writing by the parties.
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4. The Seller shall pay the Broker in exchange for the Broker's services a fee of ~~6%~~ of the purchase price of the Home or \$2,500.00, whichever is the greater (the "Broker Fee"). The Broker Fee shall be due and payable to the Broker at the closing of the sale of the Home if the Home sells during the Term to any buyer. The Broker Fee shall be paid in U.S. dollars at closing. In addition to the foregoing, the Seller shall be obligated to pay the Broker Fee to the Broker in the event the Home is sold within 180 days of the date of termination of this Agreement to any prospective buyer who was shown or discussed the Home with the Seller or the Broker during the Term.

5. The Seller understands that the Broker will invest time and resources in furtherance of procuring a buyer in accordance with the terms and conditions contained in this Agreement. Therefore, in the event the Seller requests to terminate this Agreement and the Broker agrees to such termination prior to the expiration of the Term, the Seller agrees to pay a termination fee to the Broker of \$500. The termination fee is payable in U.S. Dollars and will be due to the Broker simultaneous with the Broker's execution of a release of this Agreement. However, nothing contained herein shall require the Broker to agree to an early termination of this Agreement. The Broker may terminate this Agreement for any reason with or without cause.

6. The Seller agrees to provide Broker with access to the Home upon reasonable request by the Broker. The Seller will provide the Broker with all keys necessary to access the Home. In the event the Home is vacant during the Term, the Seller hereby grants access to the Broker at any time during the Term. The Seller shall keep the Home in a clean, presentable condition.

7. The Broker may use a lock box system to show and access the Home. The Seller is advised to secure or remove cash, jewelry, and other valuable from the Home. The Seller agrees that the lock box is for the Seller's benefit and therefore the Seller releases, indemnifies, and holds harmless the Broker, its agents, employers, officers, and owners release Broker from any and all liability, loss, damages, injury, and claims that may arise at the Home.

8. The Seller shall disclose in writing any known deficiencies or defects of the Home to the Broker and any prospective buyer.

BROKER

Allstar Mobile Home Sales, LLC

By: _____
Print: Mike McGuire

SELLER

Valerie Mulvihill
Print: Valerie Mulvihill

Raymond Mulvihill
Print: Raymond Mulvihill