

# Flamingo MFG Home Sales

213 E. Carter Rd. • Lakeland, FL 33813 • (863) 646-3130

## Exclusive Right of Sale Listing Agreement

### Manufactured Home on Leased Land

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#### Part A - The Parties

This Exclusive Right of Sale Listing Agreement is between Edwin A DeWitt  
and Ellen L DeWitt ("Seller") and Flamingo MFG Home Sales, a Broker of  
Manufactured/Mobile Homes ("Broker").

#### Part B - Property Description

##### •Property

In consideration of Broker's agreement to list and to use Broker's efforts to secure a Purchaser for the  
manufactured home described as follows:

Check One  Single Wide  Double Wide  Triple Wide  
Manufacturer FTWD Model \_\_\_\_\_ Year 1984  
Serial Number #1 FLFLIAE037006085 Length 52'  
#2 \_\_\_\_\_ Length \_\_\_\_\_  
#3 \_\_\_\_\_ Length \_\_\_\_\_

Park Cypress Knee Cove Lot \_\_\_\_\_ Address \_\_\_\_\_  
6747 Donaldson Dr City Lake Wales State FL Zip Code 33898

•Items included in sale. Seller shall include in the sale fixtures, storm windows and screens, lighting fixtures, window  
shades, curtain and traverse rods, blinds, heating and cooling equipment, floor coverings, exterior attached antennas, decks,  
steps, carports, installed security equipment and skirting. Appliances included in the sale are as follows, as well as any other  
items not listed above: Some furniture, Refrigerator, Range, Dishwasher, Microwave W & D

•Items excluded from the sale: personal items, some furniture

#### Part C - Price and Terms

Seller hereby gives Broker, for a period of six (6) months from the date stated below. After six (6) months the listing will  
continue unless you notify us otherwise. Seller gives Broker the sole right and authority to sell the above described  
manufactured home (Property) at the following price and terms:

Sales Price: \$ 55,000 Minimum Commission: \$3,000.00  
Seller agrees to pay Broker a commission of Six percent (6%) of the gross sales price or Three thousand dollars (\$3,000.00),  
whichever is greater, if Broker, Seller, or any other person procures a Purchaser who is ready, willing and able to purchase on  
the terms of this Agreement or any other terms acceptable to Seller.

SELLER INITIALS EAD  
ELD

40 Broker agrees to carefully inspect the Property and secure complete information regarding it, to direct the concentrated efforts  
41 of Broker's firm in bringing about a sale and to advertise the Property as Broker deems necessary and advisable. In  
42 consideration of the above, Seller agrees to refer to Broker all inquiries concerning the Property. Broker is authorized to  
43 accept, receipt for, and hold all monies paid or deposited not to exceed the total amount of compensation.  
44

45 Broker's fee is due in the following circumstances:

- 46 (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or other  
47 means of transfer, regardless of whether the Purchaser is secured by Broker, Seller or any other person.  
48 (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales  
49 contract or agrees with a Purchaser to cancel an executed sales contract.  
50 (3) If, within ninety (90) days after the Termination Date ("Protection Period"), Seller transfers or contracts to transfer the  
51 Property or any interest in the Property to any prospects with whom the Seller, Broker or any other person communicated  
52 regarding the Property prior to Termination Date. However, no fee will be due Broker if a bona fide Exclusive Right of Sale  
53 Listing Agreement is entered into after Termination Date with another Broker, and a sale, lease, exchange or contract thereof,  
54 of the Property is made during the term thereof.  
55

56 At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker agrees to conditional termination,  
57 Seller must sign a withdrawal agreement and reimburse Broker for all direct expenses incurred in marketing the Property and  
58 pay a cancellation fee of \$ 150.00 (\$150.00 if left blank), plus applicable sales tax.  
59

60 Seller understands that this Agreement does not guarantee the sale of the Property, but that an earnest effort to sell same will  
61 be made until Agreement has expired.  
62

63 Seller agrees to provide the Broker access to the property for showings to prospective Buyers.  
64

65 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to  
66 signing.

67 *Edwin Dewitt*  
68  
69 Seller's signature

*Edwin L. Dewitt*  
Seller's signature

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71 Edwin A Dewitt 3/19/2024  
72 Print Name Date

Ellen L Dewitt 3/19/2024  
Print Name Date

73  
74 *Leslie Yakshas*  
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76 Agent's signature

Broker's signature

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78 Leslie YAKSHAS 3/19/2024  
79 Print Name Date

Print Name Date

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