



Seller's Disclosure Requirement

This Disclosure Requirement is given to the Seller to inform the Seller that both by contract and by law, a Seller of residential property must disclose all material facts that materially affect the property in any manner to the Buyer.

The undersigned Agent/AllStar Mobile Homes Sales, LLC has advised the Seller of this duty and obligation of full disclosure and should the Seller fail to disclose material facts of the property, the Seller agrees and acknowledges that it is the duty of the Agent/AllStar Mobile Homes Sales, LLC also to disclose to potential buyers any known facts that materially affect the value of the property or of any defects and Agent/AllStar Mobile Homes Sales, LLC shall do so.

David Anderson April 25, 2024
Seller Date

Seller Date

Agent/AllStar Mobile Homes Sales, LLC Date



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 _____, 2024 (the "Effective Date"), by and between _____ ("Seller"), whose address (as listed on their identification) is _____ 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: _____ [Year] and _____ [Manufacturer]. Size: _____ [Length] and _____ [Width] bearing Vehicle Identification Number(s) (VIN): _____ and Florida Title Number(s) _____. Owner has a Lien on the Home ____ Yes ____ No
Name of Lienholder and Contact Info: _____

List Price \$ _____ **Mobile Home Park:** _____

The Home is located at the following address: _____
(the "Property") in _____ County, Florida.

The sale of the Home shall include all the appliances and fixtures located in the Home and the following personal property:

The Seller's personal belongings and the following personal property shall be excluded from the sale of the Home:

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

D.A.A. _____
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 _____ months which begins on the Effective Date and shall automatically terminate on _____/_____/20_____, unless otherwise extended in writing by the parties.
Mo / Day / Year

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.

9. The date, place, and time of the closing of the sale of the Home (the "Closing") shall be specified in a purchase and sale agreement executed by the Seller and a buyer. The Broker will provide the necessary forms to complete the sale of the Property including, but not limited to, a purchase agreement, settlement statement, power of attorney, title transfer forms, and other documents deemed necessary by the Broker. In the alternative, the Closing may be performed by an attorney, bank, or third party at the sole cost and expense of the Seller. In the event the Broker does not consummate the Closing, the Seller shall remain obligated to pay the Broker Fee and the closing agent is hereby directed to pay the Broker Fee directly to the Broker from the Seller's sale proceeds. Payment of the Broker Fee shall be due at closing. The Seller shall provide the buyer at closing with keys to the Home, mailbox, and park amenities, if applicable. Notwithstanding any terms contained herein, the Broker shall not be responsible for obtaining or transferring the certificate of title(s) for the Home.

10. This Agreement shall terminate upon (i) the expiration of the Term, (ii) upon the request of the Seller, subject to the obligations set forth in Paragraph 5, or (iii) upon the Closing. Notwithstanding 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.

11. If a buyer cancels a purchase and sale agreement before Closing and the Seller receives the buyer's deposit in accordance with such agreement, the Broker shall be entitled to claim 50% of such deposit as compensation for the Broker's services in procuring such buyer.

12. This Agreement shall become effective upon full execution by the Broker and the Seller. This Agreement supersedes all offers, negotiations, and other agreements concerning the subject matter contained in this Agreement, whether written or oral. The Seller understands that the Broker makes no guarantee that the Home will sell; however, as provided herein, the Broker shall use reasonable, diligent efforts to procure a buyer.

13. This Agreement shall be governed by and interpreted in accordance with Florida law. If litigation arises out of this Agreement and the Broker is prevailing party, the Broker shall be entitled to recover reasonable attorney fees and costs from the Seller. Jurisdiction and venue for any such litigation shall lie solely in exclusively in Manatee County, Florida.

14. All notices shall be made via personal delivery, certified mail to a party's respective address provided herein with evidence of receipt, or e-mail.

IN WITNESS WHEREOF, the Broker and the Seller have executed this Agreement as of the Effective Date.

BROKER

Allstar Mobile Home Sales, LLC

By: _____

Print: _____

SELLER

David Anderson

Print: _____

April 25, 2024

Print: _____

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME, VESSEL or VESSEL with TRAILER

Please submit this form to your local tax collector office or license plate agent.

www.flhsmv.gov/locations/

As of today, ___/___/____, I/we hereby name and appoint, Allstar Mobile Home Sales,
(Full Legibly Printed Name is Required)
to be my/our lawful attorney-in-fact to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home, vessel, or vessel with a trailer described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we or myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

Please check only one of the following options:

- Motor Vehicle Mobile Home Vessel **Vessel with an Untitled Trailer**
(Trailers less than 2,000 pounds) **Vessel with a Titled Trailer**
(Trailers 2,000 pounds or more)

Year	Make/Manufacturer	Body Type	Title Number	Vehicle Identification Number (VIN)/ Hull Identification Number (HIN)

NOTICE TO OWNER(S): Please complete this form in its entirety prior to signing.

Under penalties of perjury, I/we declare that I/we have read the foregoing document and that the facts stated in it are true.

Legibly Printed Name of Owner ("Grantor")			Signature of Owner ("Grantor")		
Driver License, Identification Card or FEID Number of Owner				Date of Birth of Owner, if applicable	
Owner's Address		City		State	Zip Code
Legibly Printed Name of Co-Owner ("Grantor"), if applicable			Signature of Co-Owner ("Grantor")		
Driver License, Identification Card or FEID Number of Co-Owner				Date of Birth of Co-Owner, if applicable	
Co-Owner's Address		City		State	Zip Code

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

A licensed dealer and his/her employees are considered a single entity. The Owner and/or Co-owner must be the same for ALL vehicles, mobile homes, vessels, or vessels with a trailer listed above.

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME, VESSEL or VESSEL with TRAILER

Please submit this form to your local tax collector office or license plate agent.

www.flhsmv.gov/locations/

As of today, ___/___/____, I/we hereby name and appoint, Allstar Mobile Home Sales,
(Full Legibly Printed Name is Required)
 to be my/our lawful attorney-in-fact to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home, vessel, or vessel with a trailer described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we or myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

Please check only one of the following options:

- Motor Vehicle
 Mobile Home
 Vessel
 Vessel with an Untitled Trailer
(Trailers less than 2,000 pounds)
 Vessel with a Titled Trailer
(Trailers 2,000 pounds or more)

Year	Make/Manufacturer	Body Type	Title Number	Vehicle Identification Number (VIN)/ Hull Identification Number (HIN)

NOTICE TO OWNER(S): Please complete this form in its entirety prior to signing.

Under penalties of perjury, I/we declare that I/we have read the foregoing document and that the facts stated in it are true.

Legibly Printed Name of Owner ("Grantor")			Signature of Owner ("Grantor")		
Driver License, Identification Card or FEID Number of Owner				Date of Birth of Owner, if applicable	
Owner's Address		City		State	Zip Code
Legibly Printed Name of Co-Owner ("Grantor"), if applicable			Signature of Co-Owner ("Grantor")		
Driver License, Identification Card or FEID Number of Co-Owner				Date of Birth of Co-Owner, if applicable	
Co-Owner's Address		City		State	Zip Code

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

A licensed dealer and his/her employees are considered a single entity. The Owner and/or Co-owner must be the same for ALL vehicles, mobile homes, vessels, or vessels with a trailer listed above.

Seller's Property Disclosure – Mobile Homes

Notice to Licensee and Seller: Agents with AllStar Mobile Home Sales, LLC are NOT permitted to fill out this form.

Notice to Seller: This form is designed to help a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and are not readily observable or known by the **Buyer**. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the property today; and if you need more space than provided for you in this document, for additional information, comments, or explanations, attach an addendum.

Notice to Buyer: The following representations are made by the Seller and not by AllStar Mobile Home Sales, LLC, their agents or representatives. This disclosure is not a guarantee or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgement and common sense. The following information is based only upon **Seller's** actual knowledge of the property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have a professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. AllStar Mobile Home Sales, LLC recommends all **Buyers** have a professional home inspection to verify.

Seller makes the following disclosure regarding the property described as: _____
 _____ (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa (if any) structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the flooring solid and free from soft spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Have the subfloors been replaced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are existing major appliances; cooling and heating, mechanical, electrical, security and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Is the Electrical Panel Box up to code?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have the Ties Down been replaced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) If any answer to questions 1(a) – 1(g) is no, please explain: _____ _____ _____			

2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ _____ _____			

3. Water Intrusion; Drainage; Flooding

Don't

Yes **No** **Know**

- (a) Has past or present water intrusion affected the Property?
- (b) Have past or present drainage or flooding problems affected the Property?
- (c) Is any of the Property located in a special flood hazard area?
- (d) Does your lender require flood insurance?

(e) If any answer to questions 3(a) - 3(d) is yes, please explain: _____

4. Plumbing

Don't

Yes **No** **Know**

- (a) Have you ever had a problem with the quality, supply, or flow of potable water?
- (b) Have there been any plumbing leaks since you have owned the Property?
- (c) Are any polybutylene pipes (gray pipes) on the Property?

(d) If any answer to questions 4(a) to 4(c) is yes, please explain: _____

5. Roof and Roof-Related Items

- (a) To your knowledge, is the roof structurally sound and free of leaks?
- (b) The age of the roof is _____ years OR date installed _____
- (c) Has the roof ever leaked during your ownership?
- (d) To your knowledge, has there been any repair, restoration, replacement (Indicate full or partial) or other work undertaken on the roof?

If yes, please explain: _____

- (e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system?
- If yes, please explain: _____

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
6. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____ _____			
(i) If any answer to questions 6(a) - 6(g) is yes, please explain: _____ _____			

7. Environmental

(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above? located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) If any answer to questions 7(b) - 7(c) is yes, please explain: _____ _____ _____			

8. Governmental, Claims and Litigation

(a) Are there any existing, pending or proposed legal or administrative claims

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
affecting the Property?			
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are there any zoning violations or nonconforming uses? Are there any zoning restrictions affecting improvements or replacement of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) Are any improvements located below the base flood elevation? Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) Are there any active permits on the Property that have not been closed by a final inspection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) If any answer to questions 8(a) - 8(n) is yes, please explain: _____			
<hr/>			
9. Foreign Investment in Real Property Tax Act ("FIRPTA")			
(a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Buyer (____) (____) and **Seller** (D.A.A.) (____) acknowledge receipt of a copy of this page, which is Page 4 of 5
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10. (If checked) **Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments. _____

Seller: David Anderson / _____ Date: April 25, 2024
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)