



## LISTING CONTRACT - EXCLUSIVE RIGHT-OF-SALE AGREEMENT

Agreement to list and provide services to secure a Purchaser for the Mobile Home described here-in as the Property, its permanent improvements, attached fixtures and the contents described in the attached Listing Addendum:

Owner: Donald Martino

Address: 337 Colony Dr. N., Ellenton, FL, 34222

Name of Park: Colony Cove

Listing Price: 46,900

Effective Date: 5/20/24

Seller hereby gives A Paradise Mobile Homes, Inc. (Broker) a period of 3 months from this date, the Exclusive Right of Sale and authority to find a Purchaser for the above described Property at the above price, or any other price and terms acceptable to Seller.

When Broker secures a Purchaser for the Property, Seller agrees to deliver a sufficient title, free and clear of all liens and encumbrances, except encumbrances of record, and those which the Purchaser shall assume as part of the purchase and are specifically defined.

For finding a Purchaser ready, willing, and able to purchase the above Property, Seller agrees to pay a marketing fee to Broker of 8% of the selling price or \$2,500, whichever is greater.

The marketing fee is paid to the Broker at closing whether the Purchaser has been secured by Broker, another broker, or by any other person (including the Seller) at the selling price and terms acceptable to Seller. If the Property is afterwards sold within three (3) months from the termination of the Agreement to a Purchaser to whom it was shown by Broker, another broker, or any other person during the contract period of the Agreement, the above marketing fee shall be paid to Broker.

If Seller refuses to close or refuses to enter into a Contract for Sale with a Purchaser who is ready, willing, and able to close on the above Property at a price and terms acceptable to Seller, Seller shall pay the full fee as specified above.

Seller acknowledges receipt of the Listing Contract and hereby consents to its use. Seller shall refer all inquiries for the sale and purchase to Broker, and all negotiations for sales shall be conducted through Broker. Sales Associates are hereby granted access to the premises for the purpose of showing the Property during reasonable hours. As Seller's Broker, we are authorized to accept and hold Escrow Deposit money thereon. If such Escrow Deposit money shall be forfeited by the prospective Purchaser, under the terms of the Agreement, incurred expenses shall be paid, then Broker may retain one-half (1/2) of such deposit, not to exceed the total amount of the normal marketing fee.

Seller hereby agrees, except as a consequence of Broker's negligence or intentional wrongdoing, to reimburse Broker for damages which may be imposed upon or reasonably incurred by Broker in connection with the sale of the Property or in the performance of any of Broker's duties and powers herein or hereafter granted or arising because of the condition of the Property. Seller shall procure and carry, at their own expense, adequate insurance on the Property until the date of closing.

OWNER DM

CO-OWNER \_\_\_\_\_

CO-OWNER \_\_\_\_\_