

Under the terms of this Agreement, the Seller hereby grants the Agent/Broker – 1<sup>st</sup> Choice Mobile Home Sales, LLC rights to sell/Advertise the Property/mobile home located at 43 Circle Dr. Port Orange, FL. 32127 including any Personal Property, for the following listing amount of \$191,000.00 for a total of 180 consecutive days. This agreement is made between 1<sup>st</sup> Choice Mobile Home Sales, LLC (Broker) 386-517-4229 And Lyann L. Somers (Seller) – 810-516-4699

If THE agent/broker fails to procure A buyer in this allotted time, seller will no longer be contracted with 1<sup>st</sup> Choice Mobile Home Sales, LLC, and will be free and clear from this executed contract unless extended by seller. If 1<sup>st</sup> Choice Mobile Home Sales, LLC does in fact procure a buyer within the allotted timeframe, a 2% commission fee (based on final sale price) is due to the broker on or by closing day as per contract. If a 3<sup>rd</sup> party broker procures a buyer, a commission fee of \$1000 shall be paid to the 3<sup>rd</sup> party broker which is above and beyond the 2% commission fee still due to 1<sup>st</sup> Choice Mobile Home Sales, LLC. Commission fees shall be disbursed on or by Closing day per contract.

Seller authorizes the Agent/broker to handle Buyer's funds/security deposit in an escrow account in accordance with State law ("Earnest Money"). Agent/broker is authorized to act as a third (3rd) party when accepting or holding, on the Seller's behalf, deposits made on behalf of a prospective Buyer. In the event a counteroffer is not accepted, the Earnest Money shall be returned to the Buyer without a signed release. If a purchase contract is signed and accepted by the Buyer and Seller without a closing, a separate mutual release signed by the Buyer and Seller will be required before the deposit is disbursed. In the event of a disagreement by either the Buyer or Seller about the release of funds/security deposit, the Agent/broker (1<sup>st</sup> Choice Mobile Home Sales, LLC) must withhold its release until there is mutual agreement or an order has been administered of proper executed. Broker Holds the right to make final decisions if need be.

The exclusive right to sell, trade, convey, or exchange the Property during the Listing Period in accordance with the terms and conditions set forth in this Agreement. Seller hereby appoints 1<sup>st</sup> Choice Mobile home Sales, LLC as the exclusive agent/broker and to represent the Seller as their client. The seller retains the right to sell the Property directly on their behalf with a 2% commission fee (based on final sale price) still due to agent/broker.

Broker Transaction: Broker discloses to Seller their intention to act as a transaction broker or similar role. If a Buyer is procured by the Broker, or by a licensee in the same Agency as the Broker, the Seller consents the Broker to collect compensation from the Buyer or other parties. Broker also promises to conduct themselves in a manner that does not affect the Seller or Buyer in any way.

This formal agreement shall become effective on 6/1/2024 and shall remain in effect until 12/1/2024 Unless extended by seller in writing.

Broker/Owner - 1<sup>st</sup> Choice Mobile Home Sales, LLC – Cortney Whalen

Cortney Whalen

6/1/2024

Seller -

Lynne Somers

6/1/2024