



Listing Agreement for Mobile/Manufactured Home

This Exclusive Right of Sale Listing Agreement ("Agreement") is between

Marie R Porter ("Seller")

and McGrath Poppell & Company, Inc. ("Broker")

1. **Authority to Sell Home:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the personal property ("Property") described below, at the price and terms described below, beginning 7-15-24 and terminating at 11:59pm on 12-15-24 ("Termination Date"). Upon full execution of a purchase agreement of the personal property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing. Seller and Broker acknowledge that this Agreement does not guarantee a sale. Seller certifies and represents that they are legally entitled to convey the personal property and all improvements.

2. Description of Property:

A. Park Information

Space Rent: \$ 910
Space #: _____
Address: 105 Quail Run
City/Zip Code: Plant City, FL 33565
Type of Park: Lakes 55+
Park Manager: Tonya
Manager Phone #: _____
Park Office Address: _____

B. Owner Information:

Legal Name(s): Marie Ruth Porter
DL # PL36-556-48-885-D
Phone #(s): 716 870-4131
Address: 105 Quail Run Plant City FL 33565
Email: mporter50@hotmail.com

C. Mobile Home Information:

Year Built: 2019
Manufacturer: Destiny
Model: Timberline Elite
Serial/VIN #(s): _____
Width: 28'
Length: 52'
Beds/# Baths: 3 2
Accessories/Special Equipment: Generator

Seller's Initials mp

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D. Items Remaining When Sold:

Check	ITEM
	Refrigerator ✓
	Range ✓
	Dishwasher ✓
	Washer ✓
	Dryer
	Awnings
	Shed ✓
	Other: _____
	Other: _____

3. **Occupancy:** OWNER
Property is OWNER is not currently occupied by a ~~tenant~~. If occupied, the lease term expires _____.

4. **Price and Terms:** The Property is offered for sale on the following terms acceptable to Seller:

A. Price: \$ 129,500

B. **Financing Terms:**

Cash

Seller Financing: Seller will hold a loan in the amount of \$ _____ with the following terms: _____

5. **Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a purchase agreement is pending on the Property. Diligent and continued effort will include signage, applicable listing services, and online social media applications that Broker deems advisable.

6. **Seller Obligations:** In consideration of Broker's obligations, Seller agrees to:

A. Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer.

B. Provide Broker with Keys to the Property and/or make the Property available for Broker to Show during reasonable times.

C. Inform the Broker before leasing, mortgaging, or otherwise encumbering the Property.

D. Indemnify Broker and hold Broker harmless for losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations,

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misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the existence of undisclosed material facts about the Property or (4) a court of arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.

- E. Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts other than the following: small spot on Floor. Seller will immediately inform Broker of any material facts that arise after signing this Agreement.
- F. Consult appropriate professionals for related legal, tax, property condition, foreign reporting requirements, and other specialized services.

7. **Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing, and able to purchase the Property on the terms of this Agreement or on any other terms acceptable to Seller. Seller will pay Broker as follows:

- A. 4% % of the total purchase price OR a minimum of which is greater \$ 2000, no later than the date of closing specified in the Purchase Agreement.
- B. _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease.
- C. Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed Purchase Agreement, or agrees with a buyer to cancel an executed Purchase Agreement.
- D. **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive 50% of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the Paragraph 8(A) fee.

8. **Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred in marketing the Property, and pay a cancellation fee of \$ 2000. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph 8(A) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date, if applicable.

9. **Dispute Resolution:** This Agreement will be construed under Florida Law. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If litigation arises out of this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

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10. **Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives, administrators, successors, and assigns. Broker may assign this Agreement to another Broker. This Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations will be binding on Seller or Broker unless included in this Agreement. Electronic signatures are acceptable and will be binding. The term "buyer" as used in this Agreement includes, buyers, tenants, exchangers, and other categories of potential or actual transferees.

11. **Additional Terms:**

Seller's Signature: Marie R. Porter Date: 7/15/24

Seller's Signature: — Date: —

Authorized Representative or Broker: Carolyn Young Date: 7/15/24

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