

MOBILE AND MANUFACTURED HOME LISTING CONTRACT EXCLUSIVE RIGHT TO SELL

1. PARTIES

OWNER/SELLER: Country Breeze Homes LLC

Listing Broker: RE/MAX Territory

Listing Agent name: Lora Nguyen

2. PROPERTY

Premises: Owner agrees to sell the property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").

DESCRIPTION OF MANUFACTURED HOME: Singlewide

MANUFACTURER YEAR: 1988

MAKE:Broadmore APPROXIMATE SIZE:14X66

VIN NUMBER(S): CAFLJ08A10571BM

AZ CERTIFICATE OF TITLE NO(S): MH000088289

LOCATION OF MANUFACTURED HOME: 11427 S Hummingbird Dr #30 Yuma, AZ 85364

NAME OF MOBILE HOME PARK ("MHP"): Country Breeze Mobile Home Park

ADDRESS OF MHP: 11448 S Ave 9E Yuma, AZ 85365

3. LISTING PRICE AND TERMS

Agreement: This mobile/manufactured home Listing Contract - Exclusive Right to Sell ("Agreement") is between Owner and Listing Broker. In consideration of Listing Broker's agreement to find a ready, willing, and able purchaser or tenant, Owner gives Listing Broker the exclusive and irrevocable right to: Sell the Premises described above.

Owner acknowledges that signing more than one Exclusive Right to Sell or other form of listing contract for the same Term could expose the Owner to liability for additional compensation.

Price: The listing price shall be: 48,000.00

Term: This Agreement shall commence on September 4th, 2024 and shall expire at 11:59 p.m. Mountain Standard Time on April 4th, 2025 ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale.

Capacity: Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.

Initials 
Owner

Modification: This Agreement may be modified only in writing signed by the Owner and Listing Broker.

Equal Housing Opportunity: Listing Broker and Owner shall comply with all federal, state, and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

4. COMPENSATION

LISTING BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN LISTING BROKER AND OWNER IN THIS AGREEMENT. SHOULD THE OWNER CHOOSE TO OFFER COMPENSATION TO A BUYER BROKER OR TENANT BROKER, THE OFFERED AMOUNT IS ALSO FULLY NEGOTIABLE AND AGREED UPON AFTER DISCUSSION WITH THE LISTING BROKER

(Owner's Initial Required) _____ 

All funds are to be in U.S. currency.

Owner agrees to compensate Listing Broker and other broker, if any, as follows:

Retainer: Check if applicable _____
Owner agrees to pay Listing Broker a non-refundable retainer fee in the amount of within five (5) days or _____ days of execution of this Agreement, which is earned when paid, for initial consultation, research and other services. This fee _____ shall _____ shall not be credited against the Listing Broker compensation.

Listing Broker Compensation: If Listing Broker produces a ready, willing and able buyer or tenant in accordance with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise, during the Term of this Agreement, Owner agrees to pay Listing Broker compensation of:

SALE: _____% of the full purchase price OR \$1,800.00

Additional Listing Broker Compensation:

Unrepresented Buyer: Owner agrees to pay Listing Broker additional compensation of _____% of the full purchase price OR \$1,200.00 if the buyer of the Premises is not represented by a buyer broker.

Buyer Broker: Owner authorizes Listing Broker to communicate an offer of compensation to a prospective buyer broker in the amount of _____% of the full purchase price OR \$1,200.00 ("Offer amount")

Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective buyer broker to compensate the broker if they represent the buyer of the Premises. In such circumstances, Owner shall provide Listing Broker the funds necessary to pay the agreed upon buyer broker compensation, not to exceed the Offer Amount. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents the buyer of the Premises.

Owner acknowledges that buyer broker represents the interest of the buyer(s), and not the interest of Owner, in a transaction unless the agent(s) of Listing Broker represent both Owner and buyer under Limited Representation (Dual Agency). Owner also acknowledges that the buyer broker may credit part, or all, of their compensation to the buyer.

Withdrawn/Canceled Listings: The same amount of sale compensation shall be due and payable to Listing Broker if, without the consent of Listing Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

Failure to Complete: If completion of a sale is prevented by default of Owner, or with the consent of Owner, the entire sale compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the compensation.

5. FIXTURES AND PERSONAL PROPERTY

Fixtures shall mean all personal property attached/affixed to the Premises. Seller agrees that all existing Fixtures on the Premises, shall convey in this sale.

Additional Personal Property included in the sale (if checked):

Refrigerator

Washer

Dryer

Other (Describe type / Purpose) : _____.

Personal Property is transferred with no monetary value, and free from all liens and encumbrances

Initials



Owner

6. AGENCY

Owner Representation: Listing Broker shall represent Owner in any resulting transaction during the term of this Agreement. Unless otherwise agreed, Listing Broker acts as Owner's agent only and has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real Estate. Owner acknowledges that Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

Conduct of Brokers: Regardless of whom they represent, Broker has the obligation to: (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties honestly.

Limited Representation: A limited agency may occur when a Listing Broker procures a buyer(s) for the Premises. In this situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party. Brokers can legally represent both parties with the knowledge and prior written consent of both parties.

What Broker Cannot Disclose to Clients Under Limited Representation: (i) confidential information the Listing Broker may know about a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

Competing Owners: Owner understands that Listing Broker may have or obtain listings on other properties, and that potential buyer(s) may consider, make offers on, or purchase through Listing Broker, property the same as or similar to Owner's Premises. Owner consents to Listing Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

Broker's Role: Listing Broker is not responsible for the custody or condition of the Premises or its management (except under separate contract), upkeep, or repair.

Advertising: Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Listing Broker.

Signs: Listing Broker IS allowed to place Listing Brokers' "For Sale" sign in conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign. (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one business day.

Photos/Video: Owner authorizes Listing Broker to place photos, video images/virtual tours of the Premises on the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.

Initials 
Owner

Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control over who can view such images and what use viewers may make of the images, or how long such images may remain available on the internet. Owner further assigns any rights in all images, if owned, to the Listing Broker and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for advertising, including post sale and for Listing Broker's business in the future.

Lockbox/Keysafe: Listing Broker is authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.

Cancellation: Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action undertaken by anyone other than Listing Broker is (or could be determined to be) in violation of any applicable law.

8. OWNER OBLIGATION

Premises Access: Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing the Premises to prospective buyers and cooperating brokers. Security, Insurance, Showings, Audio and Video: Listing Broker(s) is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Listing Broker does not maintain insurance for the Owner's benefit.

Adverse Information: Owner has disclosed to Listing Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Listing Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice. Disclosures: Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges that Arizona law requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real estate agent.

Recommendations: If Listing Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Listing Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation or fee to the Listing Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time prior to close of escrow.

Initials  _____
Owner

Indemnification: Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards or Associations of REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to Adverse Information or latent defects.

9. REMEDIES

Alternative Dispute Resolution: Owner and Listing Broker agree to mediate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and unappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

Attorney Fees and Costs: The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees, fees paid to investigators, and arbitration costs.

10. ADDITIONAL TERMS AND CONDITIONS

Seller to reimburse Listing Broker for all marketing expenses should contract be cancelled before expiration date at no fault of the Listing Broker.

Assignment: Neither Listing Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect.

Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona

Days: All references to days shall be deemed to be calendar days unless otherwise provided.

Copies and Counterparts: This Agreement may be executed by facsimile or other electronic means and in any number of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

Entire Agreement: This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and Listing Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect the validity or terms of this Agreement.

Acceptance: The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a copy of this Agreement

Initials  _____
Owner

11. OWNER

 Maria Wilson-Simon 09/05/24
Owner or Authorized Representative's Signature Mo/Da/Yr

Maria Wilson-Simon
Owner or Authorized Representative's Printed Name

Address
6501 E Greenway Pkwy,
103-40
City, State, Zip Code

Scottsdale, AZ 85254
Telephone

Maria@52ten.com
Email

Owner or Authorized Representative's Signature Mo/Da/Yr

Owner or Authorized Representative's Printed Name

Address


City, State, Zip Code

Telephone

Email

12. LISTING BROKER

Agent is a member of the Arizona Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics.

 _____ 09/04/24
Listing Agent's Signature Mo/Da/Yr

Lora Nguyen
Listing Agent's Printed Name

RE/MAX Territory
Printed Firm Name

928.510.0795
Telephone

Lora.nguyen@gmail.com
Email

Listing Agent's Signature Mo/Da/Yr

Listing Agent's Printed Name

Printed Firm Name

Telephone

Email

