

EXCLUSIVE LISTING CONTRACT FOR SALE OF MANUFACTURED HOME

This exclusive listing agreement is between Gloval Houseflip LLC (**Company**) and Clara N Diaz ("**Seller**").

1. **Authority to Sell manufactured home:** Seller gives Gloval Houseflip LLC the right to be the EXCLUSIVE COMPANY in the sale of the manufactured home described below, at the price and terms described below, beginning 08/30/2024 and terminating at 11:59 p.m. on 08/30/2025 ("Termination Date"). Upon full execution of a contract for sale and purchase of the manufactured home, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and **Company** acknowledge that this agreement does not guarantee a sale. This manufactured home will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, State, or local law. **Seller** certifies and represents that she/he/it is legally entitled to convey the manufactured home and all improvements.

2. **Description of property:**

- (a) **Street Address:** 11321 Rexmere Blvd, Davie FL 33325
- (b) **Make/Model:** Dodge
- (c) **Year:** 1972
- (d) **Floor Size:** L 50' W _____
- (e) **Bedrooms:** 3
- (f) **Bathrooms:** 2
- (g) **Serial Number:** 0817A + B
- (h) **Title No.:** 9801738
- (i) **Financed through:** _____

3. **Price and Terms:** Seller hereby authorizes to negotiate for the sale of, and to sell, said Home for \$ 125,000 (current listing price), present location, and for \$ 10,000 as earnest money deposit by the Purchaser to be held by the **Company** until date of closing. **Seller** will compensate **Company** as specified below for procuring a buyer who is ready, willing, and able to purchase the manufactured home and agrees to compensate to **Company** 6 % of the total purchase price, no later than the date of closing specified in the sales contract.

4. **Marketing Service:** **Seller** authorizes **Company** to market the manufactured home to the public. Public marketing includes, but is not limited to flyers, yard signs, digital marketing on public facing websites, **Company** website displays, email blasts, multi-company listing sharing networks and applications available to the general public. In efforts to market the property, **Seller** agrees to prepare the home

for photoshoot arranged by the **Company** and to follow suggestions and requirements for the home to be ready for the photoshoot. If the home is not ready for photoshoot, at **Company's** judgement **Seller** will pay for all reshooting and such payment will be deducted from the proceeds from the sale of the home at closing.

5. Seller Obligations: Seller agrees to:

- (a) Cooperate with **Company** in carrying out the purpose of this agreement, including referring immediately to **Company** all inquiries regarding manufactured home's sale.
- (b) Provide **Company** with keys to the manufactured home and make such available for **Company** to show during reasonable times.
- (c) Evidence of title will be furnished by **Seller** in the form of sale and fully endorsed State of Florida Certificates of Title for the Home.
- (d) **Seller** agrees to deliver manufactured home to buyer free and clear of all liens including taxes, assessments, license fees, ground rental (all lot rental amounts due as of the Closing Date) paid to the date of delivery/Closing Date, and that said Home shall be free and clear of all personal property judgements and encumbrances. **Seller** agrees to bring the Home up to community standards, as required and approved by community management and Rules/Prospectus, prior to the Closing Date. **Seller** understands that time is of essence to complete this work prior to Closing Date, and if not done timely, may delay the sale.
- (e) **Seller** agrees to vacate said Home on the Closing Date and to remove all personal belongings from the Home at least 48 hours prior to the Closing Date unless negotiated otherwise and specifically set forth herein.
- (f) **Seller** agrees to have the home professionally cleaned, including but not limited to cabinets, drawers, appliances, sinks, toilets, and similar.
- (g) **Seller** agrees to remove pets if applicable during the hours the house is available to show.
- (h) Indemnify **Company** and hold **Company** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Company** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, inactions; (2) the existence of undisclosed material facts about the manufactured home. This clause will survive **Company's** performance and the transfer of title.
- (i) To carry own liability and comprehensive property insurance to protect against theft, personal injury, fire, windstorm, water damage, hail, and vandalism, and to release **Company** from any and all liability during the term if this contract.
- (j) In the event Purchaser defaults and forfeits the earnest money deposit paid by purchaser, the following will apply: providing the Seller an active listing with **Company** and complies with all contract provisions herein, and closing occurs within a year from the date of Purchaser's default, **Seller** will receive 50% of deposit funds retained as liquidated damages after Purchaser's default; funds payable at closing of subsequent sale of the Home to new Purchaser. If for any reason Seller elects not to relist the Home with **Company** after a Purchaser defaults, Seller will be

entitled to receive 25% of Purchaser's earnest money deposit as liquidated damages, and **Seller** agrees that **Company** shall be entitled to receive the balance of Purchaser's earnest money as compensation for **Company's** expenses and as **R Company's** liquidated damages from Purchaser's default. If **Company**, in its reasonable judgement, does not retain the listing of the Home because of lack of **Seller** cooperation or other factors, no funds will be owed to Seller.

(k) During the term of this contract, I agree not to lease, sell or negotiate, for the sale of said Home, except through you nor give any broker, firm or other person authority to sell, or negotiate for the sale of said home. I agree to refer you all inquiries received concerning the sale of said Home.

6. Other Terms:

ALL TERMS AND CONDITIONS ARE LISTED ABOVE.

Personal Property, including appliances included with the sale of the above property:

Air Conditioner (X)	Screens (X)
Hot Water Heater (X)	Awnings ()
Window Coverings (X)	Porch or Steps (X)
Ventilating Fans (X)	Refrigerator (X)
Electric Fixtures (X)	Dishwasher (X)
Carpeting ()	Washer/Dryer (X)
Stove (X)	Wall Oven ()
Other: <u>Hurricane shutters, LED lights (porch)</u>	

I have read and accepted all pages of this Contract.

Dated this 30 Day of August, 2024.

By: Clara Dior



Seller

Seller