

**NKS PROPERTIES, LLC**

ADOH Dealer License # 8649

2929 E. MAIN ST #150  
MESA, AZ 85213  
PHONE: 480-687-1261  
[sales@palmgardens.com](mailto:sales@palmgardens.com)

- 6. **Earnest Deposit:** Owner(s) authorizes Broker/Dealer to accept earnest deposits on behalf of Owner(s) and to issue receipts for such earnest deposits. Per Arizona Statute, when selling price is \$50,000 or more, Owner(s) authorizes Outside Title Company to Deposit & Disperse all Earnest Money. If any earnest deposit is forfeited, it will be divided equally between the Broker/Dealer and Owner(s)
- 7. **Third Party Escrow:** A purchaser of a manufactured/mobile home that is previously owned and has a purchase price of less than fifty thousand dollars (\$50,000.00) may request in writing that the dealer or broker use an independent escrow account, otherwise the transaction may be handled through a trust account controlled by the dealer or broker. Owner(s) by signing the RESALE UNDER \$50,000 ADDENDUM agree to the above election by Buyer(s). Furthermore, Owner(s), unless specifically requested by the Owner(s) and agreed to by the Buyer(s), herein agree to use an independent escrow company of the Broker/Dealer's designation. Independent escrow company fees are not included under this agreement and will be in addition to any fees addressed herein.
- 8. **Agency Relationships:** Owner(s) understands that Broker/Dealer will act as Owner(s)'s agent with respect to this agreement. Owner(s) understands that Broker/Dealer may also represent a buyer who wishes to purchase property. In that event, Broker/Dealer would be the agent for both the Owner(s) and potential purchaser. Since Owner(s) does not want to limit the range of possible purchasers, Owner(s) agrees to work with the Broker/Dealer to resolve any potential agency conflict that may arise.
- 9. **Warranties by Owner(s) on the Sale of the Property:** (a) **CONDITION OF PROPERTY:** Neither Owner(s) nor Broker/Dealer offer any warranty with regard to condition of property at time of sale. All properties are sold as-is/where-is unless otherwise indicated. (b) **INFORMATION:** Owner(s) understand Broker/Dealer will be passing on information. Owner(s) warrants that the information given Broker/Dealer to be true.
- 10. **Title:** Upon acceptance of a Purchase Contract, Owner(s) agrees to furnish to Broker/Dealer, a marketable Arizona certificate of title, or equivalent, which will be free and clear of Liens and encumbrances upon closing.
- 11. **Possession:** Possession of the property to be given to the Purchaser at Closing, unless otherwise designated on the Offer to Purchase. (a) If Owner(s) occupies after closing, a maximum of \$2,000, Possession Escrow will be held in Broker/Dealer's Trust Account or independent escrow account until Owner(s) vacates and a walk through is done by Buyer. (b) Funds will be released to Owner(s) if the home is in the same condition as the day of initial walk-through, all personal property removed, unless otherwise agreed upon, and the property left in "broom clean" condition with all fixtures and appliances intact. If not, repair, replacement and/or clean-up will be paid for from the funds held and the balance will be paid to the Owner(s). NKS **Owner(s) Initials**
- 12. **Release of Liability:** Broker/Dealer is hereby relieved of any and all liability and responsibility for everything stated in Paragraph 10.
- 13. **Payments of Proceeds:** Owner(s) proceeds delivered to Owner(s) at Close of Escrow. Delivery can be in person, by electronic transfer or by mail.
- 14. **Commissions payable for the sale of property** are not set by any board or association in any manner other than by negotiation between the Broker/Dealer and the Owner(s). By signing below, Owner(s) acknowledges he/she has read, understands, and accepts all terms and provisions contained herein and that he/she has received a copy of this listing.

Nancy L Pelka      10-24-24  
Owner Signature      Date

NANCY L PELKA  
Owner Printed Name

\_\_\_\_\_  
Owner Signature      Date

\_\_\_\_\_  
Owner Printed Name

Owner(s) Mailing Address: 150 S WINDSOR      51      MESA, AZ 85204  
Street      Lot#      City, State, Zip

Agent Name: CANDI JENNINGS

Agent License Number: ADOH #S19029      \_\_\_\_\_      \_\_\_\_\_  
Agent Signature      Date