

Exclusive Right to Sell - Manufactured Home

1. PARTIES

1. Owner/Seller Estate of Robert Lee Crystal by Amy Lyn Adams PR ("Owner")
2. Broker Keller Williams Realty Yuma acting through
3. Agent Karen Spencer Virgie Herrera ("Broker")

2. PREMISES

4. Owner agrees to sell the following described manufactured home with all improvements,
5. fixtures, and appurtenances thereon, or incidental thereto (collectively, the "Premises")
6. commonly known as:

7. DESCRIPTION OF MANUFACTURED HOME:
8. MANUFACTURER: Redman YEAR: 2007
9. MODEL: TRADITIONAL APPROXIMATE SIZE: 1664
10. VIN NUMBER(S): 15700PH00616A/15700PH00610B
11. AZ CERTIFICATE OF TITLE NO(S): AR19018093001/AR19018093002
12. ACCESSORIES: _____
13. LOCATION OF MANUFACTURED HOME:
14. 9351 E. 28TH STREET #97
15. NAME OF MOBILE HOME PARK (MHP): COYOTE RANCH
16. ADDRESS OF MHP: _____
17. 9351 E. 28TH STREET, #97 YUMA AZ 85365

3. LISTING PRICE AND TERMS

18. **Agreement:** This Listing Contract - Exclusive Right to Sell ("Agreement") is between
19. Owner and Broker. In consideration of Broker's agreement to find a ready, willing and
20. able purchaser, Owner gives Broker the exclusive and irrevocable right to Sell the
21. premises described above.
22. Owner acknowledges that signing more than one Exclusive Right to Sell or other form of
23. listing contract for the same Term could expose the Owner to liability for additional
24. commissions.
25. **Price:** The listing price shall be \$ 124,900.00
26. **Term:** This agreement shall commence on 10/09/2024 and shall expire at 11:59
27. p.m. Mountain Standard Time on 04/08/2025 ("Expiration Date"). Upon full execution
28. of a contract for sale of the Premises, all rights and obligations of this Agreement will
29. automatically extend through the date of the actual closing of the sale.
30. **Capacity:** Owner or any party that Owner designates to act on their behalf warrants that
31. they have the legal capacity, full power and authority to enter into this Agreement, deliver
32. marketable title to the Premises, and consummate the transaction contemplated hereby.
33. **Modification:** This Agreement may be modified only in writing signed by Owner and
34. Broker.

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

4. COMPENSATION

39. Compensation for the sale of the Premises is not set by any Association/Board of
40. Realtors or any Multiple Listing Service. The compensation payable for the sale of the
41. Premises is negotiated between Broker and Owner. All funds are to be in U.S. currency.
42. Owner agrees to compensate Broker and Cooperating Broker(s), if any, as follows:
43. **Retainer:** Broker shall be paid within 5 days of execution of this Agreement, a
44. non-refundable retainer fee in the amount of \$ _____ payable to Broker for
45. initial consultation, research and other services.
46. **Commissions:** If Broker produces a ready, willing and able purchaser in accordance with
47. this Agreement, or if a sale of the Premises is made by Owner or through any other
48. broker, or otherwise, during the Term of this Agreement, Owner agrees to pay Broker a
49. TOTAL COMMISSION of:
50. _____ 3% of the gross sales price OR \$ _____
51. **Cooperating Brokers:** Broker intends to cooperate with all other brokers except when
52. not in Owner's best interest, and to offer compensation in the amount of _____ 3%
53. of the gross purchase price OR \$ _____ to a buyer's broker, who
54. represents the interest of the buyer(s), and not the interest of Owner, in a transaction.
55. Any such cooperation shall not increase the total commission payable by Owner.
56. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any
57. renewals or holdovers, or within _____ days after the rental's termination, any tenant, or
58. his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission
59. described in Section 4 shall be deemed earned by and payable to Broker.
60. **Cooperating Broker (dispute):** In the event a dispute arises between Broker and any
61. Cooperating Broker(s) regarding payment of commission, Owner shall not revoke or
62. seek to amend compensation previously offered. Any compensation dispute between
63. Brokers shall be resolved after the close of escrow in accordance with the REALTORS®
64. Dispute Resolution System, or as otherwise agreed.
65. **Withdrawn/Cancelled Listings:** The same amount of sale commission shall be due and
66. payable to Broker if, without the consent of Broker, the Premises is withdrawn from this
67. Agreement, otherwise withdrawn from sale, or is rented, transferred, or conveyed by
68. Owner through any other broker or otherwise.
69. **Payment from Escrow:** Owner instructs the escrow company, if any, to pay all such
70. compensation to Broker by check, wire transfer, or certified funds as a condition to
71. closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the
72. extent necessary, money payable to Owner at the closing or cancellation of escrow.
73. Broker is authorized to deduct compensation owed to Broker from any rent or other
74. monies received by Broker on Owner's behalf.

75. **After Expiration:** After the expiration of this Agreement, the same commissions, as
76. appropriate, shall be payable if a sale is made by Owner to any person to whom the
77. Premises has been shown or with whom Owner or any broker has negotiated
78. concerning the Premises during the term of this Agreement: (i) within 30 days after
79. the expiration of this Agreement, unless the Premises has been listed on an exclusive
80. basis with another broker; (ii) during the pendency, including the closing, of any
81. purchase contract or escrow relating to the Premises that was executed or opened
82. during the term of this Agreement; or (iii) as contemplated by Section 4.
83. **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner,
84. or with the consent of Owner, the entire sale or rental commission, as appropriate, shall
85. be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason,
86. Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or
87. the full amount of the commission.
88. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall
89. be construed as limiting applicable provisions of law relating to when commissions are
90. earned or payable. In the event of any express disagreement between any provision of
91. this Agreement and the requirements of applicable law, the applicable provision of this
92. Agreement shall be deemed as modified to the minimum extent necessary to ensure
93. compliance with applicable law.

5. FIXTURES AND PERSONAL PROPERTY

94. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean
95. property attached/affixed to the Premises. Owner agrees that all existing: fixtures on the
96. Premises, personal property specified herein, and means to operate fixtures and
97. property (i.e., remote controls) shall convey in this sale or rental. Including the following:
98. • built-in appliances, ceiling fans and remotes
99. • central vacuum, hose, and attachments
100. • draperies and other window coverings
101. • fireplace equipment (affixed)
102. • floor coverings (affixed)
103. • free-standing range/oven
104. • garage door openers and remotes
105. • light fixtures
106. • mailbox
107. • media antennas/satellite dishes (affixed)
108. • outdoor fountains and lighting
109. • outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
110. • shutters and awnings
111. • smart home devices, access to which shall be transferred (i.e., video doorbell,
112. automated thermostat)
113. • speakers (flush-mounted)
114. • storage sheds
115. • storm windows and doors
116. • stoves: gas-log, pellet, wood-burning

- 117. • timers (affixed)
- 118. • towel, curtain and drapery rods
- 119. • wall mounted TV brackets and hardware (excluding TVs)
- 120. • water-misting systems
- 121. • window and door screens, sun shades
- 122. If owned by Owner, the following items also are included in this sale:
- 123. • affixed alternate power systems serving the Premises (i.e., solar)
- 124. • in-ground pool and spa/hot tub equipment and covers (including any mechanical or
- 125. other cleaning systems)
- 126. • security and/or fire systems and/or alarms
- 127. • water purification systems
- 128. • water softeners
- 129. Additional Existing Personal Property Which may be Included in this Sale
- 130. Refrigerator(s) (description): Whirlpool
- 131. Washer(s) (description): Kenmore 500 Series
- 132. Dryer(s) (description): Kenmore 400
- 133. Above-ground spa/hot tub including equipment, covers, and any mechanical or
- 134. other cleaning systems (description): _____
- 135. _____
- 136. Other: **All personal property in the premises shall remain with acceptable offer**
- 137. Additional items of personal property which may be included in the sale or rental: _____
- 138. _____
- 139. _____
- 140. Other leased or lien items not included in the sale: _____
- 141. _____
- 142. Fixtures not included in the sale or rental: _____
- 143. _____

6. AGENCY

- 144. **Owner Representation:** Broker shall represent Owner in any resulting transaction
- 145. during the term of this Agreement, except as specified in Section 4. Unless
- 146. otherwise agreed, Broker acts as Owner's agent only and has the duties of loyalty,
- 147. obedience, disclosure, confidentiality, and accounting (Fiduciary Duties). Owner
- 148. acknowledges that Broker may show prospective buyers the Premises and this shall
- 149. not constitute a conflict of interest.
- 150. **Conduct of Brokers:** Regardless of whom they represent, Broker has the obligation
- 151. to: (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to
- 152. the licensee that may materially and adversely affect the consideration to be paid for
- 153. the Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform.
- 154. **Limited Representation:** A limited agency may occur when Broker procures a
- 155. buyer(s) for the Premises. In this situation, the same real estate company may
- 156. represent the Owner's interest and the buyer's interest but not to the detriment of the
- 157. other party. Broker can legally represent both parties with the knowledge and prior
- 158. written consent of both parties.

159. **What Broker Cannot Disclose to Clients Under Limited Representation:**
160. (i) confidential information the Broker may know about a client, without the client's
161. express consent; (ii) the price or terms the Owner will take other than the Price
162. without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay
163. without permission of the buyer(s); (iv) a recommended or suggested price or terms
164. the buyer(s) should offer; and (v) a recommended or suggested price or terms the
165. Owner should counter with or accept.
166. **Competing Owners:** Owner understands that Broker may have or obtain listings on
167. other properties, and that potential buyer(s) may consider, make offers on, or
168. purchase through Broker, property the same as or similar to Owner's Premises.
169. Owner consents to Broker's representation of Owners and buyer(s) of other
170. properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

171. **Broker's Role:** Broker is not responsible for the custody or condition of the Premises
172. or its management (except under separate contract), upkeep, or repair.
173. **Advertising:** Owner agrees to not advertise or market the Premises in any manner
174. without the prior written permission of Broker.
175. **Multiple Listing Service (MLS):** Broker is authorized to provide any and all
176. information regarding the Premises to any MLS of which Broker is a participant and
177. to publish and disseminate such information in print or electronic form to MLS
178. participants and the general public, including dissemination of the information
179. through Internet Data Exchanges (IDX) and Virtual Office Websites (VOWs). Broker
180. is authorized to report the sale or rental of the Premises and its price, terms and
181. financing for dissemination through the MLS to MLS participants and the general
182. public. All terms of the transaction, including sale price and financing, if applicable,
183. (i) will be provided to the MLS(s); and (ii) may be provided to the MLS even if the
184. Premises is not listed with the MLS(s).
185. **Signs:** Broker IS IS NOT allowed to place Broker's "For Sale" sign in
186. conjunction with any customary sign rider on the Premises, and in the event of a
187. sale, a "Sold" or "Pending" sign (at Broker's discretion) on the Premises. Seller
188. acknowledges that any public marketing of the premises may require submission to
189. the MLS within one business day.
190. **Photos/Video:** Owner DOES DOES NOT authorize Broker to place photos,
191. video images/virtual tours of the Premises on the internet and other electronic and
192. on-line media platforms. If authorized by Owner to do so, such marketing will be
193. performed at the sole discretion of Broker. Owner is cautioned to protect items in
194. view.
195. Owner acknowledges that once images are placed on the internet, neither Broker nor
196. Owner has control over who can view such images and what use viewers may make
197. of the images, or how long such images may remain available on the internet. Owner
198. further assigns any rights in all images, if owned, to the Broker and agrees that such
199. images are the property of Broker and that Broker may use such images for
200. advertising, including post sale and for Broker's business in the future.

201. **Lockbox/Keysafe:** Broker IS IS NOT authorized to install a lockbox/keysafe.
202. A lockbox/keysafe is designed to hold a key to the Premises to permit access to the
203. Premises by Broker, cooperating brokers, MLS participants, their authorized
204. representatives, authorized inspectors, and prospective buyers. Broker, cooperating
205. brokers, MLS are not insurers against injury, theft, loss, vandalism or damage
206. attributed to the use of a lockbox/keysafe.
207. Offers: Broker IS IS NOT authorized to disclose the existence of offers on the
208. Premises.
209. **Subsequent Purchase Offers:** Broker acknowledges that Owner has the right to
210. accept subsequent offers until the close of escrow. Owner understands that any
211. subsequent offers accepted by Owner must be backup offers, namely, contingent on
212. the cancellation or other nullification of any contracts arising from the acceptance of
213. earlier offers.
214. (Check if applicable) Accept backup offers Withhold verbal offers Withhold
215. all offers once Owner accepts a purchase contract or lease agreement for the
216. Premises.
217. **Cancellation:** Broker reserves the right to cancel this Agreement unilaterally for
218. cause, which shall include, but is not limited to, Broker's good faith belief that any
219. service requested of Broker or any action undertaken by anyone other than Broker
220. is (or could be determined to be) in violation of any applicable law.

8. OWNER OBLIGATION

221. **Premises Access:** Owner shall provide access to the Premises at reasonable times
222. and upon reasonable notice to allow for showing the Premises to prospective buyers
223. and cooperating brokers.
224. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for
225. loss of or damage to personal or real property or person, whether attributable to use
226. of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties,
227. including, but not limited to, appraisers, inspectors, brokers and prospective buyers,
228. may have access to, and take videos and photographs of the interior of the
229. Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect
230. valuables that might be accessible during showings of the Premises; and (ii) obtain
231. insurance to protect against these risks. Broker does not maintain insurance for the
232. Owner's benefit. Persons visiting the Premises may not be aware that they could be
233. recorded by audio or visual devices installed by Owner (such as "nanny cams" and
234. hidden security cameras).
235. Owner is advised to post notice disclosing the existence of security devices on the
236. Premises, if any.
237. **Adverse Information:** Owner has disclosed to Broker all material latent defects and
238. information concerning the Premises known to Owner, including all material
239. information relating to: (i) connection to a public sewer system, septic tank or other
240. sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii)
241. past or present infestation by or treatment for wood destroying pests or organisms;
242. and (iv) past or present repair of the Premises for damage resulting from wood

243. destroying pests or organisms. During the term of this Agreement, Owner agrees to
244. continue disclosing to Broker all additional information of the type required by the
245. preceding sentence promptly after Owner becomes aware of any such information by
246. updating the Seller's Property Disclosure Statement, Residential Lease Owner's
247. Property Disclosure Statement or other written notice.
248. **Disclosures:** Owner shall provide Broker with accurate information about the
249. Premises. Owner acknowledges that Arizona law requires Owner to disclose material
250. (important) facts about the Premises, even if Owner is not asked by the buyer(s) or
251. agent. Owner agrees to provide the following disclosures, if applicable:

252. **CHECK ON THIS SECTION**

253. **Recommendations:** If Broker recommends a builder, contractor, escrow company,
254. title company, pest control service, appraiser, lender, home inspection company or
255. home warranty company or any other person or entity to Owner for any purpose,
256. such recommendations shall be independently investigated and evaluated by Owner,
257. who hereby acknowledges that any decision to enter into any contractual
258. arrangement with any such person or entity recommended by Broker will be based
259. solely upon such independent investigation and evaluation. Owner understands that
260. said contractual arrangement may result in Compensation or fee to Broker. Owner
261. agrees it will not allow mechanic's liens to be recorded against the Premises during
262. the term of this Agreement or at any time prior to close of escrow
263. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies
264. Broker, MLS, and all other brokers from any and all liability and responsibility
265. regarding damage or loss arising from any misrepresentation or breach of warranty
266. by Owner in this Agreement, any incorrect information supplied by Owner and any
267. facts concerning the Premises not disclosed or withheld by Owner, including without
268. limitation, any facts known to Owner relating to Adverse Information or latent defects.

9. REMEDIES

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

10. ADDITIONAL TERMS AND CONDITIONS

283. **Seller prefers Tammy Lewis at Stewart Title as Escrow Agent**

284. _____

285. _____

286. _____

287. _____

288. _____

289. _____

290. _____

291. _____

292. _____

293. _____

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

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

299. **Notice:** Unless otherwise provided, delivery of all notices and documentation
300. required or permitted shall be in writing addressed to Owner or Broker as indicated in
301. Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered; (ii)
302. sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are
303. provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S.
304. mail, in which case the Notice shall be deemed received when actually received or
305. five (5) days after the notice is mailed, whichever occurs first.


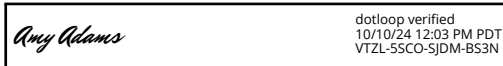
306. **Days:** All references to days shall be deemed to be calendar days unless otherwise
307. provided.

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

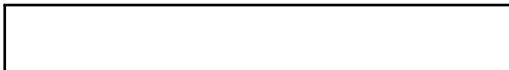
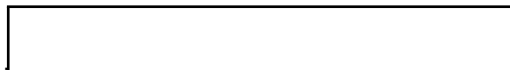
311. **Entire Agreement:** This Agreement and any addenda and attachments shall
312. constitute the entire Agreement between Owner and Broker and shall supersede any
313. other written or oral agreements. Invalidity or unenforceability of one or more
314. provisions of this Agreement shall not affect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

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

11. OWNER

319.		
320.	Owner Signature	Owner Signature
321.	Robert Lee Crystal Amy Lynn Adams PR	
322.	Owner Printed Name	Owner Printed Name
323.	19909 Jordan Rd	
324.	Address	Address
325.	Arlington WA 98223	
326.	City/State/Zip	City/State/Zip
327.	(425) 791-0454	
328.	Telephone	Telephone
329.	adams81109@yahoo.com	
330.	Email	Email

12. BROKER

331.		
332.	Agents Signature	Agents Signature
333.	Karen Spencer	Virgie Herrera
334.	Agents Printed Name	Agents Printed Name
335.	(928) 941-1428	(928) 941-2782
336.	Telephone	Telephone
337.	kspencer@karens pencer.com	virgiegh.3@outlook.com
338.	Email	Email

