

Flamingo Mobile Home Sales

5769 Royal Hills Cir. • Winter Haven, FL 33881 • (863) 221-5785

Exclusive Right of Sale Listing Agreement Manufactured Home on Leased Land

Part A - The Parties

This Exclusive Right of Sale Listing Agreement is between Thomas J Fresolone
and Catherine N Fresolone ("Seller") and Flamingo Mobile Home Sales, a Broker of
Manufactured/Mobile Homes ("Broker").

Part B - Property Description

●Property

In consideration of Broker's agreement to list and to use Broker's efforts to secure a Purchaser for the
manufactured home described as follows:

Check One Single Wide Double Wide Triple Wide

Manufacturer HMNT Model _____ Year 2004

Serial Number #1 FLHMBA17905 Length 56'

#2 _____ Length 56'

#3 _____ Length _____

Park Palm Key Village Lot _____ Address 503 St Augustine

City DAVENPORT State FL Zip Code 33897

●Items included in sale. Seller shall include in the sale fixtures, storm windows and screens, lighting fixtures, window
shades, curtain and traverse rods, blinds, heating and cooling equipment, floor coverings, exterior attached antennas, decks,
steps, carports, installed security equipment and skirting. Appliances included in the sale are as follows, as well as any other
items not listed above: Appliances, window treatments Not to
include Master & LANAI CURTAINS

●Items excluded from the sale: All other items Do Not Stay

Part C - Price and Terms

Seller hereby gives Broker, for a period of six (6) months from the date stated below. After six (6) months the listing will
continue unless you notify us otherwise. Seller gives Broker the sole right and authority to sell the above described
manufactured home (Property) at the following price and terms:

Sales Price: \$ 134,900.00 Minimum Commission: \$3,500.00 FLAT FEE

Seller agrees to pay Broker a commission of Three thousand five hundred dollars (\$3,500.00). if Broker, Seller, or any other
person procures a Purchaser who is ready, willing and able to purchase on the terms of this Agreement or any other terms
acceptable to Seller.

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40 Broker agrees to carefully inspect the Property and secure complete information regarding it, to direct the concentrated efforts
41 of Broker's firm in bringing about a sale and to advertise the Property as Broker deems necessary and advisable. In
42 consideration of the above, Seller agrees to refer to Broker all inquiries concerning the Property. Broker is authorized to
43 accept, receipt for, and hold all monies paid or deposited not to exceed the total amount of compensation.
44

45 Broker's fee is due in the following circumstances:

- 46 (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or other
47 means of transfer, regardless of whether the Purchaser is secured by Broker, Seller or any other person.
- 48 (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales
49 contract or agrees with a Purchaser to cancel an executed sales contract.
- 50 (3) If, within ninety (90) days after the Termination Date ("Protection Period"), Seller transfers or contracts to transfer the
51 Property or any interest in the Property to any prospects with whom the Seller, Broker or any other person communicated
52 regarding the Property prior to Termination Date. However, no fee will be due Broker if a bona fide Exclusive Right of Sale
53 Listing Agreement is entered into after Termination Date with another Broker, and a sale, lease, exchange or contract thereof,
54 of the Property is made during the term thereof.
55

56 At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker agrees to conditional termination,
57 Seller must sign a withdrawal agreement and reimburse Broker for all direct expenses incurred in marketing the Property and
58 pay a cancellation fee of \$ 150.00 (\$150.00 if left blank), plus applicable sales tax.
59

60 Seller understands that this Agreement does not guarantee the sale of the Property, but that an earnest effort to sell same will
61 be made until Agreement has expired.
62

63 Seller agrees to provide the Broker access to the property for showings to prospective Buyers.
64

65 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to
66 signing.**

67 *Thomas Fresolone*
68
69 Seller's signature

70
71 THOMAS FRESOLONE 10/2/24
72 Print Name Date

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76 Agent's signature
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79 Print Name Date

67 *Catherine Fresolone*
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69 Seller's signature

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71 Catherine Fresolone 10/2/24
72 Print Name Date

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76 *Susie Yokshas*
77 Broker's signature

78
79 Leslie YOKSHAS 10/2/24
80 Print Name Date

SELLER INITIALS *TF*
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