

Custom Living Homes, 33302 Valle Road, San Juan Capistrano, CA 92675 949.441.5111

REGISTERED OWNER (SELLER) Hunter Trust ADDRESS 204 Breaker Dr San Clemente CA 92673 PHONE 909 239-6107  
 PARK NAME Capo Beach Cottages ADDRESS 101 Palm Dr San Clemente CA PHONE 949 606 3064  
 MANAGERS NAME Diana Mantelli RENT \$ \_\_\_\_\_ SPACE # 101

YEAR	MAKE - TRADE	MODEL	WIDTH	LENGTH	#BD RMS	#BTH RMS	EXPANDED
<u>1977</u>	<u>LANCER</u>	<u>-</u>	<u>29'4"</u>	<u>50'7"</u>	<u>2</u>	<u>2</u>	<u>1</u>

SER.# S1974U LIC.# OR I.D.# AB14621 CALIF. CODED \_\_\_\_\_  
 SER.# S1974X LIC.# OR I.D.# \_\_\_\_\_ CALIF. CODED \_\_\_\_\_  
 SER.# \_\_\_\_\_ LIC.# OR I.D.# \_\_\_\_\_ CALIF. CODED \_\_\_\_\_

LEGAL OWNER \_\_\_\_\_ LOAN # \_\_\_\_\_  
 NET (lien) PAYOFF APPROX \_\_\_\_\_ O.W.C. \_\_\_\_\_  
 REGISTRATION EXPIRES \_\_\_\_\_ TERMS \_\_\_\_\_

ACCESSORIES, APPLIANCES & EQUIPMENT, ACCESSORIES HEREIN (Check If Included)

Check If Included

DRAPERY (which rooms?) Bed rooms  BLINDS Bed rooms  ROOF TYPE asphalt shingles  
 CARPETING/FLOORING (which rooms?) Bed rooms  FAIR COND. No  DISPOSAL Yes  
 REFRIGERATOR \_\_\_\_\_  RANGE \_\_\_\_\_  DISHWASHER \_\_\_\_\_  
 WASHER \_\_\_\_\_  DRYER \_\_\_\_\_  
 OTHER APPLIANCES, ACCESSORIES & EQUIPMENT, ALL ATTACHED FIXTURES, SKIRTING, AWNINGS, skirting  
2 storage sheds, covered deck, drip watering system, furniture negotiable

1. SELLER(s) hereby employ(s) Custom Living Homes DEALER herein, and in consideration of the services of DEALER, hereby exclusively and irrevocably lists with DEALER the mobile home together with accessories listed and checked above and grants to DEALER the exclusive right to sell the same as follows:  
 (a) Commencing 4/12/25 and expiring 12:01 A.M. on 10/11/25 unless there is a written extension by SELLER(s) allowing DEALER to sell mobile home and accessories listed above beyond said term.  
 (b) Check and complete applicable item:  
 NET LISTING SELLER to receive \$ \_\_\_\_\_ less liens set forth above. DEALER to receive all sums in excess of same as commission.  
**(2) Commission disclosure. It is agreed that minimum commission is \$7,450.00 and maximum commission is unlimited.**  
 % LISTING Gross Sales Price \$ 479,000 DEALER to receive 4 % of gross sales price as commission.  
 GROSS SALES PRICE is hereby defined as total sales price (excluding license fees and taxes) for mobile home and all listed and checked accessories before deduction for liens.

2. DEALER is hereby authorized to accept the offer of any purchaser which shall be in accordance with the terms herein or on such different terms as are authorized in writing by SELLER(s) and to prepare and execute on SELLER(s) behalf any and all documents and to take all action necessary to conclude said transaction and to accept a deposit or deposits from a PURCHASER for the sale of said mobile home and said accessories. If during the listing period or any extension thereof, dealer produces a ready, willing and able purchaser for the mobile home, the commission set forth in this Agreement is deemed earned. SELLER agrees to pay the commission as set forth above to DEALER at DEALER's place of business and the same is designated a lien against proceeds of sale of same.
3. In the event the mobile home is sold by SELLER(s) and/or any agent of SELLER(s) and/or an agreement of sale is entered into by SELLER(s) and/or is conveyed, leased or withdrawn from sale without approval of DEALER during the time set forth herein or during any extension authorized by SELLER(s), or if SELLER sells, conveys, leases or otherwise transfers within 120 days from the end of the term hereof or any extension, to a party or parties with whom DEALER negotiated during the term hereof or any such extension, DEALER shall be entitled to its commission and the same is hereby designated as a lien against the proceeds from any sale, lease, or other transfers, as follows:  
 (a) Net listing - 15% of the amount SELLER was to receive as set forth in paragraph 1(b) (1) above or \$7,450.00 whichever is greater.  
 (b) % listing - same % of gross sales price as set forth in paragraph 1(b) (3) above.
4. SELLER agrees to execute all documents and take any and all action reasonably required by DEALER and/or PURCHASER to conclude the sale of the mobile home and accessories to be sold, including but not limited to execution of a Bill of Sale on said mobile home and all accessories being sold herein as well as mobile home escrow instructions, if applicable. In the event a transaction is terminated because of SELLER's failure to complete the same with a ready, willing and able PURCHASER, DEALER shall be entitled to its commission in the same amounts as set forth in paragraph 3 above.
5. SELLER hereby guarantees and represents that except as set forth above, there are no other existing liens, obligations or encumbrances against the mobile home or any accessories being sold with said mobile home.
6. SELLER hereby indemnifies and holds harmless DEALER, his agents and employees from any and all liability for damage or injury to a PURCHASER, potential PURCHASER or other third party resulting from defects or hazards in or around the mobile home or from breach of any warranty, representation or guarantee concerning the mobile home whether express or implied except for intentional materials misrepresentations made by DEALER, his agents or employees which shall be solely the responsibility of the party making such intentional misrepresentation. Said indemnification and holds harmless shall also be applicable for any damages or injuries suffered by reason of failure of the mobile home park to allow transfer of the unit or renting of the space to a PURCHASER.
7. SELLER authorizes DEALER, his agents and/or employees or the potential PURCHASER to contract on SELLER's behalf for labor and materials necessary to bring the mobile home and its surrounding area up to the mobile home park's and/or any governmental agency's standards in order to transfer same to a PURCHASER, and SELLER agrees to pay for same, or have same deducted from net proceeds.
8. SELLER agrees to vacate the mobile home and to remove all personal property not being sold with the mobile home within \_\_\_\_\_ days from being notified either orally or in writing by DEALER that a PURCHASER of same intends to take possession of same. SELLER understands that should the mobile home be destroyed or damaged prior to the time possession is transferred to PURCHASER, PURCHASER will be able to nullify the transactions and loss will be the responsibility of SELLER. SELLER agrees to execute escrow instructions and any and all other documents necessary to effectuate the sale of the mobile home and its accessories.
9. SELLER warrants that the mobile home conforms to all Health and Safety Code requirements, to all regulations of the Department of Housing and Community Development, to all regulations of the Department of Motor Vehicles and to all applicable local ordinance.
10. This Agreement shall be binding upon and shall inure to the benefit of the parties, their agents, or employees, heirs, assigns and successors in interest.
11. This Agreement has been entered into at the place designated below and shall be interpreted in accordance with the laws of the State of California.
12. In the event any portion of this Agreement is deemed to be unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall, nevertheless, remain in full force and effect.
13. Time is specifically declared to be of the essence in this Agreement.
14. I (We) acknowledge I (We) have read this Agreement and understand the terms thereof and do further acknowledge receipt of a copy of same.

Executed at San Clemente California, this 4<sup>TH</sup> day of April 2025  
[Signature] SELLER [Signature] SELLER

In consideration of the above, DEALER agrees to use diligence in producing a PURCHASER.

DEALER Custom Living Homes LIC.# SP1613357 Agent [Signature]