

Exclus	SIVE RIGHT OF SALE LISTING	
	clusive Right of Sale Listing Agreement is between <u>Jerry Sergeant</u>) and Florida Life Mobile Home Sales Inc. (Broker).	
1.	Authority to sell Mobile Home: Seller gives Broker the Exclusive Right to Sell the personal property described below, at the price and terms described below, beginning on and terminating at 11:59 p.m. on 9/11/24 (Termination Date). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property 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.	
2.	Description of Property: a. Street Address:	3420
3.	Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller: a. Price: \$	

- 4. Broker Authority; Seller authorizes Broker to:
 - a. Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below.

 (Seller opt-out) check one if applicable)
 - i. Display the Property on the Internet except the street address.
 - ii.

 Seller does not authorize Dealer to display the Property on the Internet.

 Seller understands and acknowledges that if Seller selects option (ii), consumers who search for listings on the Internet will not see information about the Property in response to their search.
 - b. Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract).
 - c. Obtain information relating to the present Community Account balance on the Property.
 - d. Provide objective comparative market analysis information to potential buyers.
 - e. Act as a transaction broker.
- 5. Seller Obligations: In consideration of Broker obligations, Seller agrees to:
 - a. Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inqu ries regarding the Property's transfer, whether by purchase or any other means of transfer.
 - b. Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times
 - c. Inform Broker before leasing, mortgaging, or otherwise encumbering the Property.
 - d. Indemnify Broker and Broker harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, the Broker incurs because of (1) Seller's negliger ce, representations, misrepresentations, actions, or inactions;(2) the existence of undisclosed material facts about the Property; or (3) a court or arbitration decision that a Broker who was not compensated in connection with a transaction is entitled to compensation from the Broker.
 - e. Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts other than the following:

Seller will immediately inform Broker of any material facts that arise after signing this Agreement.

- 6. Compensation: Seller will compensate Broker as specified below for procuring a buyer who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Agreement or any other terms acceptable to Seller. Seller will pay Dealer as follows (plus applicable sales tax):
 - a. 6% of the total purchase price with a minimum of \$600, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned.

Seller's Initials

- b. Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sales, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract. (3) If, within 15 days after Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom Seller, Broker, or any mobile home dealer/broker licensee communicated regarding the Property before Termination Date. However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another Dealer/Eroker.
- c. Retained Deposits: As consideration for Brokers services, Broker is entitled to receive 50% of all deposits that Seller retains as liquidated damages for a Buyer's default in a transaction, not to exceed the Paragraph 6 (a) fee.
- 7. Broker Relationship: Broker will act as a transaction broker. Broker will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to the buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentially with Seller unless waived in writing.
- 8. Conditional Termination: At Sellers request, Broker may agree to conditionally terminate this Agreement. If Broker agrees to a conditional termination, Seller must sign a withdrawal agreement, reimburse Dealer for all direct expenses incurred in marketing the Property, and pay a cancellation fee of \$250.00 plus applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph 6 (a) less the cancellation fee if Seller transfers or contracts to transfer the Property or an interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.
- 9. Miscellaneous: This Agreement is binding to Seller's and Broker's heirs, personal representations, administrators, successors, and assigns. Broker may assign this Agreement to another Dealership/Broker. This Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations will be binding on Seller or Broker unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exhangors, optionees, and other categories of potential or actual transferees.

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Seller: Derry Serge	ent.	
Home Telephone:	Mcbile Telephone: 980	7-992-6809
Facsimile:		
Address: CO3 Co	3' Ave W Co	t A10 34207
Address: 603 Co Email Address: 11ee Sar	ge @ not mail.c	011
Florida Life Mobile Home Sales Inc. 941.809.1318 StacyFloridaLife@g		
2611 Florida Blvd. Bradenton, FL 34		
FloridaLifeMobileHomeSales.com		
1 1	Sm 9	3-7-2034
Seller Signature		Date
Seller Signature		Date
1		3/7/24
Broker Signature		Date
Copy returned to Seller on	by □ email □ fac	simile mail personal delivery

Seller's Initials