



EXCLUSIVE LISTING CONTRACT FOR SALE OF MANUFACTURED HOME OR RECREATIONAL VEHICLE

COMPANY NAME • ADDRESS • CITY STATE ZIP

TO (RETAILER OR AGENT)

(In this contract the words I, me and my refer to the Owner(s) signing this contract. The words you and your refer to the Retailer or Agent.)

In consideration of your agreement to list and to use your efforts to find a Purchaser for the Manufactured Home or Recreational Vehicle herein described, I hereby give you the sole and exclusive right to sell said Manufactured Home or Recreational Vehicle for a period of \_\_\_\_\_ days from this date, and thereafter until this agreement shall have been revoked by ten (10) days notice of termination in writing delivered to you, but in any event for not longer than \_\_\_\_\_ month(s) from date.

Table with fields: MAKE, MODEL, YEAR, FLOOR SIZE, HITCH SIZE, BEDROOMS, BATHS, SERIAL NUMBER, H.U.D. NO. OR DEPT. OF HOUSING NO., LICENSE NO., LOCATION, OWNER'S ADDRESS & PHONE NO., FINANCED THROUGH, AMOUNT OWING, ACCOUNT NO.

- 1. You are hereby authorized to negotiate for the sale of, and to sell, said Manufactured Home or Recreational Vehicle for \$\_\_\_\_\_, F.O.B. present location, of which not less than \$\_\_\_\_\_ shall be paid as earnest money by the Purchaser, to be held by you until date of closing. If sale is closed for an amount greater than the selling price listed herein, I agree to pay you the commission (as set forth in paragraph #8) on the stated selling price, and to divide equally between you and me the excess over and above said selling price.
1a. Or I agree to accept a net flat price of \$\_\_\_\_\_, authorizing you to retain any amount received over and above said net price as reimbursement for expenses involved and, as a selling commission.
2. I agree to deliver said Manufactured Home or Recreational Vehicle to Purchaser free and clear of all liens including taxes, assessments, license fees, etc., including ground rental (if on rented ground) paid to the date of delivery, and that said Manufactured Home or Recreational Vehicle is free and clear of all personal property judgements and encumbrances other than as indicated above.
3. I agree, unless otherwise specifically denied herein, that said Manufactured Home or Recreational Vehicle is now, or will be prepared by time of sale, to be safely towed from present site to destination.
4. Evidence of title will be furnished in the form of either a bill of sale or in title states, a certificate of title.
5. You are authorized, on my behalf, to qualify and accept an offer of a purchaser which shall be in accordance with said terms, and to execute a contract of sale therefore.
6. You are further authorized to negotiate for the sale of and to sell said Manufactured Home or Recreational Vehicle for such lesser sum or upon such different terms (including the acceptance of other property in trade), if I shall set forth such changes in writing.
7. The exclusive right to advertise said Manufactured Home or Recreational Vehicle is granted to you which advertisement may be done by insertion of ads in newspapers, the broadcasting of same on radio, the placing of a "FOR SALE" sign on the premises or by such other means of advertising as are commonly used together with the right to exhibit said Manufactured Home or Recreational Vehicle at reasonable hours to prospective Purchasers. If by mutual consent, the above described Manufactured Home or Recreational Vehicle be withdrawn from sale before the expiration of this listing contract, I agree to pay you one and one-half percent (1½%) of the last quoted sales price on said Manufactured Home or Recreational Vehicle, as liquidated damages to reimburse you for advertising sales costs and losses incurred as the result of my failure to adhere to the full term or period of this contract.
8. If a sale or exchange is made or a Purchaser procured therefore by you, by me, or by any other person, at the price or upon the terms specified herein, or at any other terms and price accepted by me during the life of this contract; (or within three (3) months after the termination of this contract, to anyone with whom you negotiated or discussed the sale during the life of this contract and whose name you have filed with me in writing prior to the termination of this contract) I agree to pay you a commission of \_\_\_\_\_% of the sale price.
9. For the payment of said commission, which shall be due and payable upon closing of any contract to sell or sale made hereunder, you shall have an equitable lien upon said Manufactured Home or Recreational Vehicle therefore, and upon the proceeds in whole or in part of said sale.
10. During the term of this contract, I agree not to lease, rent, sell or negotiate for the sale of said Manufactured Home or Recreational Vehicle, except through you nor give any broker, firm or other person authority to sell, or negotiate for the sale of said Manufactured Home or Recreational Vehicle. I agree to refer to you all inquiries received concerning the sale of said Manufactured Home or Recreational Vehicle.
11. I agree to notify you at least 72 hours prior to moving said Manufactured Home or Recreational Vehicle and to give its new location.
12. In the event any Purchaser forfeits the earnest money paid by him, all expenses of advertising and incidental costs actually incurred by you shall be deducted therefrom, with the remainder being equally divided between you and me.
13. No deductions shall be made in the amount of commission due and to be paid by you in the event I accept as part consideration, other property of any kind, in trade.
14. I agree to vacate said Manufactured Home or Recreational Vehicle \_\_\_\_\_ days from the date of closing of the sale and in the event it is not so vacated, the amount of \$\_\_\_\_\_ per month shall be paid by me to the Purchaser as liquidated damages.
15. I agree to carry my own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail and vandalism, and to release you from any and all liability during the term of this contract.
16. I have (have not) obtained permission from the park owner that the Manufactured Home will be accepted for future location in the park, subject to qualifying of the prospective Purchaser.

• ITEMS INCLUDED WITH SALE OF ABOVE PROPERTY • (Strike out those items not applicable)

Table listing items: BEDS, LAMPS, FURNACE, SCREENS, AWNINGS, ANCHORS, SKIRTING, CARPETING, DINING SET, END TABLES, OVEN/RANGE, DISHWASHER, PORCH/STEPS, GAS BOTTLES, DRAPES/CURTAINS, COUCH/CHAIRS, REFRIGERATOR, WASHER/DRYER, STORM WINDOWS, AXLES/TIRES, STORAGE SHED, AIR CONDITIONER(S), Central Window, TELEVISION ANTENNA, SEWER-WATER FITTINGS

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Month) (Year)

Accepted

RETAILER OR AGENT OWNER (Seal)

By \_\_\_\_\_ OWNER (Seal)

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