



# Listing Agreement

OFFICE ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Lot: \_\_\_\_\_

Community/Park Name: \_\_\_\_\_

Year: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ VIN: \_\_\_\_\_ Size \_\_\_\_\_

**1. Terms of Sale:** Seller agrees to sell this home upon the following terms, or with the consent of Seller for lesser amount, or upon different terms:

**A. Occupancy:** \_\_\_\_\_

**B. This home is being sold:** \_\_\_\_\_ **Furnished** (*as per the attached inventory list*) \_\_\_\_\_ **Unfurnished**

**C. The following items will be included:**

\_\_\_\_ Dishwasher \_\_\_\_ Washer \_\_\_\_ Dryer \_\_\_\_ Refrigerator \_\_\_\_ Disposal \_\_\_\_ Range/Oven \_\_\_\_ Microwave

**D. This home includes:** all lighting fixtures, fans, carpeting, curtains, drapes, rods and hardware, steps, antennae, awnings, skirting, patio cover, shed, and carport, if now part of the home, except as follows: \_\_\_\_\_

**E. The Seller represents the home includes refrigerator, range/oven, water heater, heat, and air, are all in working order, unless otherwise specified here:**

\_\_\_\_\_  
\_\_\_\_\_ **INITIAL**

**2. Listing Price:** \$ \_\_\_\_\_ (DOLLARS). That in consideration of the finding of a buyer, seller agrees to pay USA Mobile & Manufactured Homes Sales \_\_\_\_\_ % but not less than \$ \_\_\_\_\_ (Dollars) at the time of closing from the disbursement of the proceeds of said sale.

**3. Listing Period:** In consideration of this agreement to us Broker's efforts to find a Buyer for this home, Seller hereby irrevocably grants Broker the sole and exclusive rights to sell this home for the following listing period:  
\_\_\_\_\_ until \_\_\_\_\_ \*(Expiration Date)

If during this period, this home is sold by Broker, Seller, or anyone else; or if Broker provides a buyer ready, willing, and able to purchase this home, or if within 3 months after the expiration date of this listing period a sale is made to any person to whom the home has been shown during the listing period by Broker, Seller, or anyone else, Seller agrees to pay the above Brokerage Fee to USA Mobile & Manufactured Home Sales.

**4. Marketable Title:** In the event of a sale, Seller shall convey or agree to convey the usual transfer documents conveying marketable title. Seller shall also deliver all documents needed prior to closing and to execute all necessary documents to transfer ownership and close the sale.

**5. Photos, Signage, and Access:** Seller grants Broker the right to take photographs of the home during the term and utilize such images, during the term and thereafter in perpetuity. Broker is authorized to put their own signage on this home and remove all other signage. During the term, Broker is authorized to place a lockbox on the home and have interior access at reasonable hours to show the home.

**6. Peaceful Possession and Liens:** Seller represents that they are in peaceful possession of this home and that their title(s) is/are clear and marketable, subject only to the following liens or obligations:

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Account #:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**7. Transaction:** USA Mobile and Manufactured Home Sales is a licensed Mobile Home Brokerage, under the laws of the State of Florida. Seller acknowledges and understands that this home listing is not a real estate transaction and is not governed and/or regulated as such.

\_\_\_\_\_  
\_\_\_\_\_ **INITIAL**

**8. Safety Compliance:** Seller hereby agrees to comply with all safety laws and regulations affecting the sale of this home, including provisions for the fire extinguishers and smoke detector, as required.

**9. Deposit:** In the event Broker presents Seller with a valid Sales and Purchase Agreement with a buyer and the buyer fails to fulfill their obligations required to close, forfeiting buyers deposit, the Broker shall retain the full deposit up to agreed upon Brokerage Amount as described in Section 2.

**10. Taxes and Assessments:** Seller is responsible for all due and past due tangible taxes, registrations, and park rents owed on this home prior to closing.

**11. Default:** Should Seller default in payment of the fees due under this agreement for more than fifteen days from the date they are due to be paid, interest shall accrue at 1.5% per month, or such maximum amount allowed by law. If placed in the hands of an attorney for collection or enforcement of this agreement, all attorneys' fees and costs shall be paid by Seller.

**12. Special Clauses / Instructions:**

By signing, Seller agrees and certifies that they have read and agreed to the above terms and conditions. All listing contracts are subject to Broker approval.

**Seller:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seller Email:** \_\_\_\_\_

**Seller Phone:** \_\_\_\_\_

**Listing Agent:** \_\_\_\_\_