

**HOMETOWN ASSOCIATION OF REALTORS®  
EXCLUSIVE LISTING AGREEMENT (MOBILE HOME)**

TO: \_\_\_\_\_ (OFFICE) DATE: \_\_\_\_\_

SELLER(S) \_\_\_\_\_

In consideration of the following agreements and of the efforts to procure a purchaser for the property described below, the undersigned ("Seller") appoints \_\_\_\_\_ ("REALTOR®") as designated agent with the sole and exclusive right to sell the property.

Street Address location: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Price of \$ \_\_\_\_\_ Possession: \_\_\_\_\_

Serial No.: \_\_\_\_\_, Make \_\_\_\_\_, Model \_\_\_\_\_, Year \_\_\_\_\_, Parcel \_\_\_\_\_

FIXTURES AND PERSONAL PROPERTY: Seller agrees to transfer to Buyer by a Bill of Sale, the mobile home, all heating, electrical and plumbing systems together with the following (check applicable items)

<input type="checkbox"/> TV Antenna	<input type="checkbox"/> Washer	<input type="checkbox"/> Central Air Conditioner	<input type="checkbox"/> Electronic Garage Door(s)
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Dryer	<input type="checkbox"/> Window Air Conditioner	<input type="checkbox"/> with _____ transmitter(s)
<input type="checkbox"/> Oven/Range/Stove	<input type="checkbox"/> Smoke detectors	<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Fireplace screen(s)
<input type="checkbox"/> Microwave	<input type="checkbox"/> Water softener (owned)	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Fireplace gas log(s)
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> All carpeting excluding area rugs	<input type="checkbox"/> Ceiling fan(s)	<input type="checkbox"/> Intercom
<input type="checkbox"/> Garbage disposal	<input type="checkbox"/> Built-in or attached shelving	<input type="checkbox"/> Outdoor shed	<input type="checkbox"/> Existing storms & screens
<input type="checkbox"/> Trash compactor	<input type="checkbox"/> All planted vegetation	<input type="checkbox"/> Security System	
<input type="checkbox"/> All window treatments, attached shutters and hardware	<input type="checkbox"/> Carbon Monoxide Detector(s)		

Other items included: \_\_\_\_\_

REALTOR® shall have sole authority to advertise, display signs and sell the property for a period beginning, \_\_\_\_\_ To, and including \_\_\_\_\_, at which time this contract shall automatically terminate.

REALTOR® AGREES: To file information on the listing of property with the HomeTown Association of REALTORS®, Multiple Listing Service and to cooperate with all members in effecting a sale; to make a continued and earnest effort to sell the property.

REALTOR® may file information, with other Multiple Listing Services to which Realtor has access and cooperate with members of such Multiple Listing Services in effecting a sale.

REALTOR® is not charged with the custody of the property, its maintenance, upkeep or repair, nor is REALTOR® charged with any responsibility for the status or condition of the property or any appliances contained therein.

SELLER AGREES: To cooperate fully with REALTOR®; to conduct all negotiations through REALTOR®; to endorse, or cause to be endorsed, a Certificate of Title transferring the premises to purchaser or a nominee; to pay real estate broker's commission to the REALTOR® in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sale price, if ( 1 ) REALTOR® provides a purchaser ready, willing and able to purchase in accordance with this contract; or (2) if the property is sold by REALTOR® or by or through any other person including the seller, during the period of this contract; or (3) if property is sold, conveyed or otherwise transferred within \_\_\_\_\_ days after the termination of this agreement or any extension thereof, to anyone with whom REALTOR® has had negotiations prior to final termination. However, Seller shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of said period of days with another licensed real estate broker and the sale, lease, or exchange of property is made during the term of said valid listing agreement, and Seller pays the subsequent real estate broker a commission. THE COMMISSION SHALL BE PAID AT OR BEFORE THE TIME OF CLOSING.

SELLER AGREES: To obtain from the mobile home park, in writing within \_\_\_\_\_ days of this agreement, certification that subject mobile home meets the minimum standards necessary to remain in the park and to pay any costs associated with meeting said minimum standards. Seller acknowledges that agents acting on behalf of the Buyer may submit contract offers to the listing agent. Any commission due for a sale brought about by a Buyer's Agent may be paid by listing Agent from the commission received by listing Agent pursuant to this Agreement. Seller understands that such Buyer's Agent is not representing Seller as sub-agent, and that Buyer's Agent will be representing only the interests of the prospective buyer. Seller further acknowledges that REALTOR® may, from time to time, act as a Buyer's Agent, and REALTOR® agrees that in the event that REALTOR® furnishes any information to a prospective buyer for whom REALTOR® is acting as a Buyer's Agent, REALTOR® will only disclose such information as would be available to any other Buyer's Agent, and will immediately advise Seller, in writing, of REALTOR's® relationship with the prospective buyer. Seller hereby confirms that REALTOR® may act as a dual agent, in such circumstances, in Realtor's efforts to sell Seller's property.

Seller shall indemnify and save and hold REALTOR®, and REALTOR's® Agents and the HomeTown Association of REALTORS® harmless from all claims, disputes, litigation, judgments and costs arising from any misrepresentation made by Seller, incorrect information supplied by Seller or problems with the property which would tend to decrease the value of the property, or any other defects in the property which are known to Seller, and Seller fails to disclose.

Seller and REALTOR® Agree: That REALTOR's® responsibility to make a continued and earnest effort to sell the property terminates with Seller's acceptance of an offer.

SELLER AUTHORIZES THE REALTOR® to file information about the property with the MLS(s), to provide timely notice of status changes of the property to the MLS(s), and to provide sales information including selling price to the MLS(s) upon sale of property.

No amendment or alteration of the terms of this contract relating to the amount of the commission or the time of payment of the commission is valid or binding unless in writing and signed by all parties hereto.

This Agreement shall take precedence over any other selling agreement (whether exclusive or not) which is prior in time and which has expired in accordance with its terms and conditions.

It is understood that it is illegal for either the Seller or REALTOR® to refuse to display to, or sell to, any person because of their race, color, religion, sex, handicap, familial status, or national origin.

THE EARNEST MONEY SHALL BE HELD IN ESCROW BY LISTING OFFICE FOR THE MUTUAL BENEFIT OF THE PARTIES UNTIL TIME OF CLOSING. IN THE EVENT OF DEFAULT BY EITHER BUYER OR SELLER, SAID FUNDS WILL NOT BE DISBURSED UNTIL THERE IS A MUTUAL WRITTEN AGREEMENT AMONG ALL PARTIES, OR AN ORDER OF THE COURT. SELLER/BUYER MAY EXERCISE ALL LEGAL REMEDIES AVAILABLE TO THEM UNDER ILLINOIS LAW, IN THE EVENT OF ANY BREACH OF THE CONTRACT TO PURCHASE. THE BREACHING PARTY SHALL PAY ON DEMAND THE REASONABLE ATTORNEY FEES INCURRED BY THE OTHER PARTY AS A RESULT OF A BREACH OF THE CONTRACT TO PURCHASE. THE PARTIES AGREE THAT ESCROWEE WILL BE REIMBURSED FROM THE EARNEST MONEY FOR ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES, INCURRED IN ANY LITIGATION INVOLVING THE ESCROWEE.

It is mutually understood and agreed that, by law, Realtor is only permitted to prepare a contract of sale. Seller agrees to furnish or have an attorney furnish all legal documents necessary to close this transaction.

This Agreement may be terminated prior to the expiration date by either party, with written notice. However, if Seller decides to terminate the listing prior to the expiration date, the parties agree that Seller will pay REALTOR® \$ \_\_\_\_\_ for advertising and marketing expenses.

Seller hereby acknowledges receipt of a signed copy of this Contract and all attachments. The attachments include the following:

PROPERTY DISCLOSURE  LEAD BASE PAINT DISCLOSURE  DUAL AGENCY DISCLOSURE  OTHER \_\_\_\_\_  
ACCEPTED

\_\_\_\_\_  
PRINCIPAL-BROKER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SALESPERSON

\_\_\_\_\_  
SELLER