

DEALER INFO MUST BE INSERTED HERE

July, 2004 Manufactured Housing Division
of the Department of Business and Industry

LISTING AGREEMENT

This is a legal and binding Contract if you do not
understand it you should contact an Attorney
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1. **THE PROPERTY:** For purposes of this agreement, the property is to be considered personal property in
_____ County, Nevada, including all fixtures and improvements thereon described as follows: Listing # _____

YEAR	MANUFACTURER	SERIAL #	TITLED SIZE	LISTING DATE
NAME(S) OF OWNER ON TITLE			PHONE #	
PARK		SPACE #	SPACE RENT	PARK CONTACT
CHILDREN ALLOWED YES <input type="checkbox"/> NO <input type="checkbox"/>	PETS ALLOWED YES <input type="checkbox"/> NO <input type="checkbox"/>	PARK RESTRICTIONS & REQUIREMENTS		
ADDRESS		CITY	STATE	ZIP
LIEN HOLDER	PHONE #	ACCOUNT #	LIEN BALANCE \$	
LIEN HOLDER'S ADDRESS		CITY	STATE	ZIP
TITLE HELD BY: OWNER <input type="checkbox"/> LIEN HOLDER <input type="checkbox"/> DEALER <input type="checkbox"/>		Nevada Title <input type="checkbox"/> Other	DATE OF TITLE SEARCH	

Except as otherwise provided below and in paragraph 20, the property includes: All existing fixtures; heating and cooling equipment; built-in appliances; attached lighting fixtures and ceiling fans; towel, curtain and drapery rods; draperies and other window coverings; attached carpeting; fireplace equipment; television antennas; attached plant watering systems; fire suppression systems; misting systems; water treatment systems; smoke detectors; fire warning systems; security systems; window, door and sun screens; storm windows and doors; and fencing.

THE FOLLOWING ITEMS SPECIFICALLY NOTED ARE INCLUDED AND ARE IN GOOD WORKING ORDER:

Heating <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Steps	<input type="checkbox"/> Oven	# Baths
Water Heater <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Shed(s)	<input type="checkbox"/> Refrigerator	# Bedrooms
<input type="checkbox"/> Air Conditioner <input type="checkbox"/> Gas <input type="checkbox"/> Elec Ton_____	<input type="checkbox"/> Deck	<input type="checkbox"/> Dishwasher	<input type="checkbox"/>
<input type="checkbox"/> Heat Pump <input type="checkbox"/> Gas <input type="checkbox"/> Elec Ton_____	<input type="checkbox"/> Carport	<input type="checkbox"/> Disposal	<input type="checkbox"/>
<input type="checkbox"/> Evaporative Cooling	<input type="checkbox"/> Patio Cover	<input type="checkbox"/> Microwave	<input type="checkbox"/>
<input type="checkbox"/> Stove <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Landscape water	<input type="checkbox"/> Freezer	<input type="checkbox"/>
<input type="checkbox"/> Dryer <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Skirting	<input type="checkbox"/> Washer	<input type="checkbox"/>

Other:

NRS 489.751 prescribes an implied warranty of the working order of the following essential systems in the home at time of walk-through. By checking the box next to each system, Seller warrants to Dealer and Buyer (s) that these systems are now and will remain in working order through the date of walk-through, unless specifically noted otherwise below.

Heating <input type="checkbox"/>	Cooling <input type="checkbox"/>	Plumbing <input type="checkbox"/>	Drainage <input type="checkbox"/>	Electrical <input type="checkbox"/>
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Note:

2. **EXCLUSIVE RIGHT TO SELL:** In consideration of the acceptance by the undersigned licensed Nevada Mobile Home Dealer (Dealer) of the terms of this Listing Agreement, I, or We, as Owner(s) and Seller(s), employ and grant Dealer the exclusive right commencing on _____, 20____, and ending at 11:50 p.m. on _____, 20____, to sell or exchange the property described above subject to terms of this agreement.

Licensee's Initials _____ Date _____

Seller's Initials _____ Date _____

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3. PRICE: The listing price will be _____. The selling price will be the price offered by Purchaser and accepted by Owner, to be paid as described herein, in terms as accepted by Owner. Owner requires Dealer to present all offers.

4. ACCESS AND LOCKBOX: Access to the **Home** and premises is granted for the purpose of showing to prospective purchasers at reasonable hours. Unless otherwise stated in this agreement, Owner authorizes Dealer to install and use on the property a lockbox containing a key to the property. Owner acknowledges that a lockbox and any other key left with or available to Dealer will permit access to the property by Dealer or any other Dealer, with or without potential Purchasers, even when Owner or Occupant are absent. If someone other than Owner occupies the property, Owner will provide to Dealer the name and phone number of any Occupant. Owner acknowledges that neither Dealer's agent nor subagent is insuring Owner or Occupant against theft or vandalism resulting from such access. Owner authorizes Dealer to place appropriate signs on the property and to photograph exterior and advertise from time to time at Dealer's discretion.

Lock Box/Key # _____.

5. COMMISSIONS: If Dealer produces a ready, willing and able Purchaser in accordance with this agreement or if a sale or exchange of the property is made by Owner or through any other agent during the term of this agreement, Owner agrees to pay Dealer a commission of \$_____ or _____% of the sale price.

Owner agrees to pay Dealer for the costs of verified services rendered if Owner cancels this agreement before the expiration period for any reason not included as a part of this agreement. Alternatively, if initialed by both parties, Owner and Dealer agree to the following negotiated fee for cancellation of this contract: \$_____. Owner initials _____; Licensee initials _____.

6. EXPIRATION: Owner will pay the same commission noted above in paragraph 5 to Dealer if a sale is made, within 90 days after the expiration of this agreement, to any person to whom the property has been shown during the term of this agreement.

7. EARNEST DEPOSIT: Owner authorizes Dealer to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits. If Buyer forfeits any earnest deposit, Dealer's verifiable expenses will be paid first and the remainder will be divided equally between Dealer and Owner.

8. AGENCY RELATIONSHIPS: Dealer will use diligent efforts to find a Buyer who is ready, able and willing to complete a sale of the property. Dealer's verifiable record of marketing attempts will be available upon request. Owner understands that Dealer or his licensed representative may in the future act for two or more parties in this transaction. When acting for more than one party in the transaction Licensee is limited because of the adverse interests of the parties. The Licensee cannot represent the interests of one party to the exclusion or detriment of the interest of the other party. The Owner/Seller understands the foregoing and Consents to allow Licensee to Act for all parties, to not limit the range of potential purchasers. Dealer may elect to pay another licensed dealer a portion of the commission if the dealers have a written cooperative agreement and the other dealer produces a qualified buyer that results in a final sale.

9. ATTORNEY'S FEES: In any action or proceeding to enforce any provision of this agreement or for the damages sustained by reason of its breach, the prevailing party will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.

10. WARRANTIES BY OWNER ON THE SALE OF THE PROPERTY: Except as otherwise provided in this agreement, Owner warrants that, at the time of possession by Purchaser or the close of the sale: The roof will have no known leaks; all heating, cooling, mechanical, plumbing, drainage, watering and electrical systems and built-in appliances will be in working condition; and the property will otherwise be in substantially the same condition as on the effective date of this agreement. Owner agrees to maintain and repair the property, as necessary, to fulfill the warranties described in this paragraph. Before the closing, Owner will grant Purchaser or Purchaser's representative reasonable access to enter and inspect the property to satisfy Purchaser that the property is as warranted by Owner.

11. INFORMATION: Owner understands that Dealer will be passing on information contained in this agreement regarding the property to potential Purchasers. Owner warrants that the information provided is complete and correct and agrees to hold Dealer harmless from any liability incurred from Dealer relying on such information.

12. NEVADA LAW: Nevada law governs this agreement.

13. INDEPENDENT ELEMENTS: Seller and Dealer agree that each portion of this agreement is independent of any other portion and that if any portion of this agreement is found to violate the law or to be unenforceable, the remainder of this agreement is valid.

Licensee Initials _____ Date _____

Seller's Initials _____ Date _____

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14. TITLE: Upon acceptance of a purchase contract, Owner agrees to furnish to Dealer a marketable Nevada Certificate of Title that is free and clear of liens and encumbrances and all necessary, properly executed documents for the transfer of ownership and closing of the sale. Owner further warrants that all costs associated with the ground lease, taxes, utilities and other associated costs will be paid through the date of closing. Dealer will process title documents and submit title documents to Manufactured Housing Division pursuant to NRS 489.

15. POSSESSION: Possession of the property is to be given to Purchaser within _____ days of being presented an acceptable offer, or on (date)_____. Seller agrees to allow a walk-through of the property by Purchaser before possession as required by state law, and will provide access and any utilities necessary to verify the good working condition of the property as listed above. Seller agrees to vacate the premises as noted in this section above unless Seller and Buyer enter into a written and notarized agreement defining conditions for occupancy. Seller agrees that Seller will pay to buyer a late penalty of at least \$100 per day for cost incurred due to the delay.

16. TIME: Time is of the essence in the performance of obligations contained in this agreement.

17. PAYMENT OF PROCEEDS: The proceeds from the sale of property due Owner must be delivered, in person or by mail, to Owner within ten (10) days after compliance with NRS 489.723 (a copy of this statute is available from Dealer).

18. COMMISSIONS PAYABLE FOR THE SALE OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN DEALER AND OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A SIGNED COPY OF THIS LISTING AGREEMENT.

19. Dealer must provide a signed copy of this agreement to Seller at time of signing by Licensee and Seller.

20. EACH ADDITIONAL AGREEMENT OR CHANGE in this section must be initialed by both Seller and Dealer.

_____ Seller

_____ Date

_____ SSN #

_____ Seller

_____ Date

_____ SSN #

Seller's Mailing Address _____

_____ Licensee Signature

_____ Date

_____ Dealer's #