



MANUFACTURED HOME LISTING AGREEMENT FOR REAL AND PERSONAL PROPERTY (C.A.R. Form MHL, Revised 4/06)

1. EXCLUSIVE RIGHT TO SELL: \_\_\_\_\_ ("Seller") hereby employs and grants \_\_\_\_\_ ("Broker") the exclusive and irrevocable right, commencing on (date) \_\_\_\_\_ and expiring at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period"), to sell or exchange the Manufactured Home Situated In \_\_\_\_\_, County Of \_\_\_\_\_, California, described as \_\_\_\_\_, and as further described below, ("Property").

2. TYPE OF MANUFACTURED HOME: (Check box below which applies: A(1), A(2) or B. Check ONLY one.):

A. PERSONAL PROPERTY MANUFACTURED HOME

(1) [ ] A Manufactured Home On Leased Or Rented Land (complete paragraph 2A(3)).

Space Number \_\_\_\_\_ Park Name \_\_\_\_\_

OR (2) [ ] A Manufactured Home To Be Sold With Real Property (complete paragraph 2A(3)) described as \_\_\_\_\_

PURCHASE PRICE ALLOCATED AS FOLLOWS: Manufactured Home \$ \_\_\_\_\_ Land \$ \_\_\_\_\_

(3) ADDITIONAL DESCRIPTION: (For personal property manufactured home only)

Manufacturer's Name \_\_\_\_\_ Model \_\_\_\_\_ Date of Manufacture \_\_\_\_\_ Date Of First Sale \_\_\_\_\_

Property is: [ ] On Local Property Tax Roll, [ ] Department of Housing and Community Development ("HCD") registered (Use Tax Applies).

Approximate Width \_\_\_\_\_ Approximate Length \_\_\_\_\_ (Without Hitch) Expando Size \_\_\_\_\_

HCD/HUD License/Decal Number \_\_\_\_\_

SERIAL NUMBERS: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Label/Insignia: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

OR B. [ ] A REAL PROPERTY MANUFACTURED HOME (A real property manufactured mobile home is one that meets the following requirements: (1) a building permit is obtained from local authorities pursuant to Health and Safety Code §18551, (2) the manufactured home is affixed to a foundation pursuant to Health & Safety Code §18551, (3) a certificate of occupancy is issued by local authorities, and (4) there is recordation with the local authorities of a form pursuant to Health and Safety Code §18551.)

3. ITEMS INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

4. LISTING PRICE AND TERMS:

A. LIST PRICE: The listing price shall be \_\_\_\_\_ (\$ \_\_\_\_\_).

B. ADDITIONAL TERMS: \_\_\_\_\_

5. MULTIPLE LISTING SERVICE: Information about this listing [ ] will, [ ] will not, be provided to a multiple listing service ("MLS") of Broker's selection and all terms of the transaction, including, if applicable, financing will be provided to the MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS or can prohibit this listing or certain information from or about it from appearing on certain internet sites if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form) instructing Broker to withhold the listing from the MLS. Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.

6. TITLE AND COMPLIANCE WITH MANUFACTURED HOME LAWS:

A. Seller warrants that Seller and no other persons have title to the Property, except as follows: \_\_\_\_\_

B. Seller agrees Property shall be free of liens and encumbrances, recorded, filed, registered or known to Seller.

C. Seller agrees that (1) evidence of title to the manufactured home, if personal property, shall be in the form of a duly endorsed, dated and delivered Certificate of Ownership; and (2) Seller shall deliver the current Registration Certificate of Title as required by law.

D. Seller represents that Property, if personal property, is either: (1) Located within an established mobilehome park as defined in California Health and Safety Code §18214, and that advertising or offering it for sale is not contrary to any provision of any contract between Seller and mobilehome park ownership; OR (2) That Property is located pursuant to a local zoning ordinance or permit on a lot where its presence has been authorized or its continued presence and such use would be authorized for a total and uninterrupted period of at least one year.

E. If applicable, Seller agrees to deliver as soon as possible to Broker, for submission to buyer, a copy of Seller's lease or rental agreement and all current park and/or Homeowners' Association rules and regulations, and to inform Broker of any changes to either during the Listing Period.

7. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker.

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Seller acknowledges receipt of a copy of this page.

Seller's Initials (\_\_\_\_) (\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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

- A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either  \_\_\_\_\_ percent of the listing price (or if a sales contract is entered into, of the sales price), or  \$ \_\_\_\_\_, AND \_\_\_\_\_ as follows:
- (1) If during the Listing Period, or any extension, Broker, Seller, cooperating broker, or any other person, produces a buyer(s) who offers to purchase the Property on the above price and terms, or on any price and terms acceptable to Seller. (Broker is entitled to compensation whether any Escrow resulting from such offer closes during or after the expiration of the Listing Period.)
- (2) If within \_\_\_\_\_ calendar days after expiration of the Listing Period or any extension, the Property is sold, conveyed, leased, or otherwise transferred to anyone with whom Broker or a cooperating broker has had negotiations, provided that Broker gives Seller, prior to or within **5 calendar days** after expiration of the Listing Period or any extension, a written notice with the name(s) of the prospective purchaser(s).
- (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
- B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 6A shall be payable only if and when Seller collects damages by suit, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- C. In addition, Seller agrees to pay: \_\_\_\_\_
- D. Broker is authorized to cooperate with other brokers and, provided the Property is or includes a personal property manufactured home, with HCD licensed dealers, and divide with other brokers and dealers the above compensation in any manner acceptable to Broker.
- E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow.
- F. Seller warrants that Seller has no obligation to pay compensation to any other broker or dealer regarding the transfer of the Property, except: \_\_\_\_\_

If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker or dealer; (a) Broker is not entitled to compensation under this Agreement; and (b) Broker is not obligated to represent Seller with respect to such transaction.

8. **BROKER'S AND SELLER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement, and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property. **Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees arising from any incorrect information supplied by Seller, whether contained in any document, omitted therefrom, or otherwise, or from any material facts which Seller knows but fails to disclose.**
9. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" form prior to entering into this Agreement.
- B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 6F.
- C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.
- E. **Confirmation:** If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
10. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf a deposit to be applied toward the sales price.
11. **LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are **not** insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked  does not authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox. (C.A.R. Form KLA).
12. **SIGN:**  (If checked:) Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
13. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 12C below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover

Seller acknowledges receipt of a copy of this page.

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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

attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

**B. ARBITRATION OF DISPUTES:** (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 12B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

**2) EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_ Broker's Initials \_\_\_\_\_ / \_\_\_\_\_

**C. EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (a) A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (b) An unlawful detainer action; (c) The filing or enforcement of a mechanic's lien; (d) Any matter which is within the jurisdiction of a probate, small claims, or bankruptcy court; and (e) An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

**14. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state, and local anti-discrimination Laws.

**15. ATTORNEY FEES:** In any action, proceeding, or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 12A.

**16. ADDITIONAL TERMS:** \_\_\_\_\_

**17. ENTIRE CONTRACT:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

**Seller warrants that Seller is the owner of the Property or has the authority to execute this contract. By signing below Seller acknowledges that Seller has read, understands, received a copy of and access to the terms of this Agreement.**

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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