



THREE RIVERS ASSOCIATION OF REALTORS®
MOBILE HOME EXCLUSIVE RIGHT-TO-SELL MARKETING AGREEMENT
("Agreement")



1 _____
 2 BROKERAGE (Print Listing Office Name) SELLER NAME (Print)

3 _____
 4 MANAGING BROKER NAME (Print) SELLER NAME (Print)

5 _____
 6 DESIGNATED AGENT NAME (Print)

7
 8 Seller represents that title to the property is in the name of: _____
 9 _____, Seller has the authority to sell the Property.

10 **1. Property:** This Agreement is between the above-mentioned Brokerage and Seller, in consideration of their acceptance of the
 11 terms hereof and, efforts of Brokerage to advertise, market, promote, and sell the Mobile Home ("Property") described as follows:

12 _____
 13 YEAR MAKE SIZE ADDITION SIZE
 14 _____
 15 SERIAL # OF MOBILE HOME MOBILE HOME PARK

16
 17 STREET ADDRESS: _____
 18 (Include lot number, if applicable) CITY STATE ZIP CODE

19 The Mobile Home transfer does does not include the transfer of rights to real estate in the form of a lease fee simple
 20 title to land upon which the Mobile Home currently rests.

21 **2. Term and Conditions:** The term of this Agreement begins 12:01 A.M. _____ (insert date)
 22 and terminates 11:59 P.M. _____ (insert date) ("Marketing Period"). Seller gives Brokerage
 23 the exclusive right to market, sell, option, or exchange the Property to qualified purchasers and to share the Property with participants
 24 in the Midwest Real Estate Database, LLC, and/or any other Multiple Listing Service in which Managing Broker is a participant, in
 25 accordance with the applicable rules and regulations of that Multiple Listing Service.

26
 27 (_____/_____) **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO**
 28 *Seller(s) Initial(s)* **DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER OR LESSEE ON THE BASIS OF RACE,**
 29 **AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL**
 30 **OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION,**
 31 **MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, OR ANY**
 32 **OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO**
 33 **COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.**

34 **3. Marketing Price:** The price shall be \$ _____

35 **4. Possession:** _____ Monthly lot Rental Fee \$ _____ Park Entry Fee \$ _____

36 **5. Seller's Designated Agent:** Managing Broker designates, and Seller accepts: _____
 37 ("Seller's Designated Agent"), a licensee affiliated with Managing Broker, as the only legal agent of Seller to market and sell
 38 Seller's Property. Managing Broker reserves the right to appoint additional designated agents for Seller when, in Managing
 39 Broker's discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a
 40 reasonable time of such appointment. Seller authorizes Seller's Designated Agent, from time to time, to allow another licensee,
 41 who is not an agent of the Seller, to conduct an open house of Seller's Property or provide similar support to Designated Agent in
 42 the marketing of Seller's Property. Seller understands and agrees that this Agreement is a contract for Brokerage to market and sell
 43 Seller's Property and that Seller's Designated Agent is the only legal agent of Seller. Seller's Designated Agent will be primarily
 44 responsible for the direct marketing and sale of Seller's Property. The duties owed to Seller as referred in the Illinois Real Estate
 45 License Act of 2000, as amended, will only be owed to Seller by the Designated Agent. The Managing Broker and the Designated
 46 Agent will have only those duties to the Seller as are required by statute.

47 **6. Possible Dual Agency:** The above-named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a
 48 dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property. Seller
 49 acknowledges he was informed of the possibility of this type of representation. Before signing this document, Seller must read the
 50 following:

51 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's
 52 advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the

_____ *Managing Broker Initial* _____ *Seller Initial* _____ *Seller Initial*
 Address: _____

53 written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is
54 a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller acknowledges that
55 Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been advised
56 to seek independent advice from advisors or attorneys before signing any documents in this transaction.
57

58 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 59 1. Treat all clients honestly.
- 60 2. Provide information about the Property to the buyer or tenant.
- 61 3. Disclose all latent material defects in the Property that are known to Licensee.
- 62 4. Disclose financial qualification of the buyer or tenant to the Seller or landlord.
- 63 5. Explain real estate terms.
- 64 6. Help the buyer or tenant to arrange for Property inspections.
- 65 7. Explain closing costs and procedures.
- 66 8. Help the buyer compare financing alternatives.
- 67 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price
68 to accept or offer.
- 69

70 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 71 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 72 2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
- 73 3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 74 4. A recommended or suggested price the buyer or tenant should offer.
- 75 5. A recommended or suggested price the seller or landlord should counter with or accept.
- 76

77 **If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller is not required to**
78 **accept this section unless Seller wants to allow the Licensee to proceed as a Dual Agent in this transaction.**

79 Yes No By checking "Yes" and initialing, Seller acknowledges that Seller has read and understands
80 this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to
81 (_____/_____) representing BOTH the Seller or landlord and the buyer or tenant) should that become
82 Seller(s) Initial(s) necessary.

83 **7. Representation of Buyers:** Seller acknowledges that Seller has been informed and understands that as part of Brokerage's real
84 estate business, Brokerage, from time to time, enters into representation agreements with buyers, and, as such, may designate
85 certain of its licensees as exclusive buyers' representatives for the purpose of showing and negotiating the purchase of real estate
86 listed with Brokerage or other real estate brokerage firms.

87 **8. Buyer Confidentiality:** Seller understands that Brokerage, Managing Broker and/or Designated Agent may have previously
88 represented a buyer who is interested in Seller's Property. During that representation, Managing Broker and/or Designated Agent
89 may have learned material information about the Buyer that is considered confidential. Under the law, neither Managing Broker nor
90 Designated Agent may disclose any such confidential information to Seller even though the Managing Broker and/or
91 Designated Agent now represent the Seller.

92 **9. Managing Broker's Affiliates:** Seller understands and agrees that other licensees affiliated with Brokerage, may represent the
93 actual or prospective buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the
94 efforts of a licensee affiliated with Brokerage that represents the buyer, the other licensee affiliated with Brokerage will be acting as
95 a buyer's representative.

96 **10. Consent to Represent Other Sellers:** Seller understands and agrees that Brokerage, Managing Broker and Designated Agent
97 may from time to time represent or assist other sellers who may be interested in selling property to buyers. The Seller consents
98 to Brokerage, Managing Broker's and Designated Agent's representation of such other sellers before, during, and after the expiration
99 of this Exclusive Marketing Agreement and expressly waives any claims including but not limited to breach of duty or breach of
100 contract based solely upon Brokerage, Managing Broker's or Designated Agent's representation or assistance of other sellers who
101 may be interested in selling property to buyers.

102 **11. Brokerage Fee:** Except as provided hereafter, in consideration of the obligations of the Brokerage, the Seller agrees:
103 (a) To pay Brokerage, at the time of closing of the sale of the Property from the disbursement of the proceeds of said sale,
104 compensation in the amount of \$_____, for Brokerage services, or _____% (to be distributed _____%
105 plus \$_____ of the sales price to the listing office and _____% minus \$_____ of the
106 sales price to the selling office) in effecting the sale by finding a Buyer ready, willing, and able to purchase the Property.
107 If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the Seller shall pay
108 the sales commission in full to Brokerage upon demand. Should a sale be in pending or contingent status at the expiration
109 of this Agreement, Seller shall pay Brokerage the full commission set forth upon closing of said sale.

_____ Managing Broker Initial _____ Seller Initial _____ Seller Initial
Address: _____

110 (b) To pay Brokerage the commission specified above if Brokerage procures a buyer, if the Property is sold within said time
111 by Seller or any other person, or if the Property is sold within _____ days from the expiration date herein to
112 any prospect to whom the said listing information was submitted during the term of this exclusive Agreement. However,
113 Seller shall not be obligated to pay said commission if a valid, written listing agreement is entered into during the term of
114 said protection period with another brokerage and the sale of Property is made during the term of the subsequent listing
115 agreement.

116 Special Compensation Information: _____

117 **12. Cooperation and Compensation:** Brokerage is authorized to show the Property to prospective buyers through cooperating
118 brokers; and Brokerage, on a case-by-case basis, may pay a part of its brokerage commission to cooperating brokerages.
119 Brokerage is authorized, in its sole discretion, to determine with which managing brokers it will cooperate and the amount of
120 compensation that it will offer cooperating managing brokers in the sale of Seller's Property. Seller acknowledges that the
121 compensation offered to such cooperating managing brokers may vary from managing broker to managing broker.

122 **13. Virtual Office Website Policy:** Brokerage operates a Virtual Office Website ("VOW") for the purpose of marketing
123 properties to consumers on the Internet who have established a brokerage-consumer relationship, as defined by Illinois Real Estate
124 License Act of 2000, as amended, giving the consumer the opportunity to search for active and closed listing data, subject to
125 Brokerage oversight, supervision and accountability. The VOW Policy states that a VOW shall not display listings or property
126 addresses of any seller who has affirmatively directed the brokerage to withhold the seller's listing or property address from
127 display on the Internet. A VOW may allow third parties to write comments or reviews about particular listings or display a
128 hyperlink to such comments or review in immediate conjunction with particular listings or display an automated estimate of the
129 market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. The Policy allows Brokerage to
130 disable or discontinue, at Seller's request, either or both of the aforementioned VOW features (display of listing and display of listing
131 address and ability to make comments or display estimate of market value).

132 **WITH REGARD TO THE VOW POLICY, SELLER HEREBY DIRECTS BROKERAGE AS FOLLOWS (Initial all that apply):**

133 _____/_____/_____ I do NOT want the Property listing to be displayed on the Internet.

134 _____/_____/_____ I do NOT want the Property address to be displayed on the Internet.

135 _____/_____/_____ I do NOT give permission for comments or reviews on my listing.

136 _____/_____/_____ I do NOT want any automated estimate of value on my listing.

137
138
139
140
141
142 Seller acknowledges that Seller has read and understands the options presented above and that, if Seller has selected the first
143 option, consumers who conduct searches for listings on the Internet will not see information about Seller's Property in response to
144 their search.

145 **14. Obligation of Seller:** (a) To notify the Park Management that the Mobile Home has been offered for sale and agree to
146 comply with the park rules for resale, if any; and (b) To notify all buyers if they must be approved by the Park Management
147 prior to closing.

148 **15. Fixtures and Personal Property:** All of the fixtures and personal property stated herein are owned by Seller and, to the best of
149 Seller's knowledge, are in operating condition unless otherwise noted. Seller agrees to transfer to Buyer all fixtures, all heating,
150 electrical, and plumbing systems together with the following items of personal property by Bill of Sale (check or enumerate
151 applicable items):

- | | | | |
|---------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Carbon Monoxide Detector(s) | <input type="checkbox"/> Security System(s) (owned) |
| <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System |
| <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment |
| <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Dryer | <input type="checkbox"/> All Planted Vegetation | with _____ Transmitter(s) |
| <input type="checkbox"/> Light Fixtures (as they exist) | <input type="checkbox"/> Satellite Dish and System | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | |

161 **Other items included:** _____

162 **Items NOT included:** _____

163 Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal
164 property included in this Agreement shall be in operating condition at possession, except:
165 _____
166 to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to
167 health or safety.

168 **16. Disclosure:** All inquiries about this Property made directly to Seller shall be immediately referred to Managing Broker and/or
169 Seller's Designated Agent. Seller understands that the information which Seller provides to Seller's Designated Agent as
170 marketing information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is

Address: _____

171 essential that this information be accurate and truthful. Although Seller is marketing Seller's Property in its present physical
172 condition, Seller understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the
173 Property which are known to Seller but which are not disclosed to buyer. Seller shall indemnify, save, defend and hold Brokerage,
174 Managing Broker, and Seller's Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs (including
175 reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Seller, from any incorrect
176 information supplied by the Seller, or from any material fact concerning the Property including latent defects which the Seller fails
177 to disclose. Further, Seller shall indemnify, save, defend, and hold Brokerage, Managing Broker, and Seller's Designated Agent
178 harmless from any claim, loss, damage, or injury to any person or Property while viewing the Property arising from the condition of
179 Seller's Property.

180 **17. Limitations:** The sole duty of the Brokerage is to effect a sale of the Property. The Brokerage, Managing Broker, Seller's
181 Designated Agent, members of the Multiple Listing Service(s) to which the Managing Broker belongs, and the Three Rivers
182 Association of REALTORS® are not charged with the custody of the Property, its management, maintenance, upkeep, or repair.
183 Illinois law allows licensees to prepare the sales contract using approved preprinted forms but does not allow licensees to draft other
184 legal documents required to close the sale. Therefore, the Seller agrees to draft and furnish, or have Seller's attorney draft and furnish
185 all other legal documents necessary to close the sale.

186 **18. Minimum Standards:** Illinois Real Estate License Act of 2000, as amended provides that all exclusive brokerage agreements
187 must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following
188 services: (1) accept delivery of and present to the client offers and counter-offers to buy, sell, or lease the client's property or the
189 property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting offers,
190 counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all
191 contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices, and
192 contingencies.

193 **19. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include, but not
194 be limited to, in Managing Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service
195 in which Managing Broker is a participant, and promotion of the Property through any electronic medium and/or on any Internet
196 Website to which the Brokerage, Managing Broker and/or Designated Agent may subscribe. Brokerage is authorized to affix a
197 keybox to the Property, and provided the owner is absent, any MLS participant or subscriber associated with the Multiple Listing
198 Service(s), whether acting as a buyer's representative or otherwise, shall have the right, through use of said keybox, to show the
199 Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage that a Seller allow use of a
200 keybox. Seller acknowledges that neither listing nor selling brokerage, the Three Rivers Association of REALTORS®, nor any
201 Multiple Listing Service is an insurer against the loss of Seller's personal property. Seller is advised to safeguard or remove valuables
202 now located on said Property. Seller is further advised to verify the existence of said valuables and obtain personal property insurance
203 through Seller's insurance agent. Further, Seller hereby grants Brokerage and Brokerage shall have the right, and Seller
204 acknowledges that Managing Broker may have an obligation under applicable Multiple Listing Service rules and regulations as a
205 condition of placing Seller's Property in such Multiple Listing Service, to release information as to the amount of selling price, type
206 of financing, and number of days to sell the Property to any Multiple Listing Service of which Managing Broker is a member at the
207 time the Property is sold and closed.

208 **20. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales contract.
209 Seller shall disclose any assessments or special taxes for improvements or lien for improvements, either of record or in process,
210 applicable to the Property marketed herein, and should the Seller receive any notice thereof, Seller agrees to notify the Managing
211 Broker or Designated Agent immediately.

212 **21. Earnest Money (choose one):**

213 (_____/_____/_____)
214 *Seller(s) Initial(s)*

215 **(a) The Earnest Money shall be held by the Brokerage, as Escrowee in trust for**
216 **the mutual benefit of the Buyer and Seller (hereinafter "Parties") in a manner**
217 **consistent with Illinois State Law. Upon initial closing, or settlement, the Earnest**
218 **Money shall be applied first to the payment of any expenses incurred by the**
219 **Brokerage on Seller's behalf in the sale, and second to payment of the**
220 **Brokerage's sales commission, rendering the surplus, if any, to the Seller. If a**
221 **dispute arises between the Parties to a real estate transaction as to whether a**
222 **default has occurred, the Escrowee shall hold the Earnest Money and implement**
223 **the procedure for disbursement as agreed in writing by the Parties in the real**
224 **estate contract or pay pursuant to subsequent joint written direction to**
225 **Escrowee, or as directed by a court of competent jurisdiction. Further, Seller**
agrees that Escrowee may deposit the funds with the clerk of the Circuit Court
by an action in the nature of interpleader. Seller agrees Escrowee may be

Managing Broker Initial

Seller Initial _____
Seller Initial

Address: _____

reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and hereby agrees to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligation of this Marketing Agreement. Transfer of escrow money to the closing agent for the transaction may be made no sooner than two (2) business days prior to the scheduled closing date.

226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278

(_____/_____)
Seller(s) Initial(s)

(b) Brokerage maintains a policy of not holding earnest money or any moneys in escrow for any reason. At the written direction of the Parties to a real estate transaction, Earnest Money deposited by a Buyer in the transaction shall be held in trust by an Escrowee selected by Parties. Escrowee shall be duly licensed and authorized to hold money in escrow for the mutual benefit of the Parties in a manner consistent with Illinois Law. In that event, the terms of a written agreement between Escrowee and the Parties to the real estate transaction shall control all issues regarding the holding and the disbursement of Earnest Money. If Seller defaults, any refunding of the Earnest Money to Buyer at Buyer's direction shall not release Seller from the obligation of this Marketing Agreement.

22. Amendments: Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Seller's signature hereon acknowledges that Seller has received a signed copy.

23. Indemnification: Seller agrees to indemnify Brokerage, Managing Broker and Designated Agent to save, defend, and hold them harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by them arising out of this Agreement, or in the collection of fees or commissions due Brokerage pursuant to this Agreement, provided Brokerage is not found to be at fault.

24. Disclaimer: Seller acknowledges that Brokerage, Managing Broker and Seller's Designated Agent are acting solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. Seller understands that such other professional service providers are available to render advice or services to the Seller, if desired, at Seller's expense.

25. Costs of Third-Party Services or Products: Seller is responsible for the costs of all third-party products or services such as surveys, soil tests, title reports, well and septic tests, etc.

26. Lease of Property: Although the purpose of this Agreement is to bring about a sale, option, or exchange of Property, Seller agrees to pay Brokerage a leasing commission of _____ if Property is leased within the marketing period. If the tenant to whom Property is leased later purchases Property, Seller agrees to pay Brokerage a sales commission of _____ on the full sale price. If the Property is to be marketed for lease, a separate, exclusive listing agreement for lease will need to be agreed upon by the parties to this Agreement.

27. Severability: In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. Notice: All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one of the multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such notice; or
- (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and provided

Managing Broker Initial
Address: _____

Seller Initial _____
Seller Initial

279 further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-mail,
280 facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date and
281 time of notice is the first hour of the first business day after transmission; or

282 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit
283 with the overnight delivery company.

284 **29. Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating
285 to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into
286 this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written consent
287 of both parties to this Agreement.

288 Seller hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the following
289 (HERE LIST ALL ATTACHMENTS): _____
290 _____

291 _____
292 *(Signatures required of all who have a legal or equitable interest in the Property)*
293 _____

294 _____
295 MANAGING BROKER (Print) SELLER (Signature)

296 _____
297 MANAGING BROKER (Signature) SELLER (Signature)

298 _____
299 DATE CURRENT MAILING ADDRESS (Required)

300 _____
301 DESIGNATED AGENT (Signature)

302 _____
303 DATE DATE

304 _____
305 OFFICE ADDRESS

306 _____
307 TELEPHONE FAX

308 _____
309 DESIGNATED AGENT TELEPHONE FAX E-MAIL ADDRESS

310 _____
311 OFFICE PHONE

312 _____
313 E-MAIL ADDRESS

_____ Managing Broker Initial

_____ Seller Initial _____ Seller Initial

Address: _____