

Consignment / Listing Agreement For Sale of Manufactured Home

Personal information you provide may be used for secondary purposes [Privacy Law, s.15.04(1)(m)].

Dealer's Name	Owner(s) Name(s)
Address	Address
City State Zip	City State Zip
Phone	Res. Phone Bus. Phone

In consideration of the Dealer's agreement to { list } { sell on consignment } (select one) and to use Dealer's efforts to find a Purchaser for the Manufactured Home herein described, the Owner(s), hereafter Owner, give the Dealer sole and exclusive right to sell said Manufactured Home, commencing ____/____/____ and terminating at 6 p.m. on ____/____/____ or following the sale of the Home, whichever comes first. This Contract may be canceled at any time by mutual consent of both parties, provided it is in writing.

Manufacturer	Model	Model Yr.	Serial #
Present Location		Bedrooms	Size of Home

- Home may remain on the Manufactured Home Community Site. If the Home or Purchaser is not accepted in the Manufactured Home Community, the Purchaser may void the Purchase Contract.
- Home must be moved from the Manufactured Home Community Site.

1. The Dealer is hereby authorized to negotiate for the sale of, and to sell said Manufactured or Mobile Home for \$_____ at it's present location, of which not less than \$_____ shall be collected as earnest money from Purchaser, to be held by Dealer until date of closing.

For his efforts the Dealer shall receive the following compensation:

- a. _____% of the final sale price.
- b. The amount of \$_____ as a fixed fee.
- c. Greater of a. or b.

The Owner agrees to pay the Dealer the Commission on the final gross selling price upon Sale of the Home.

If Owner is unwilling to sell Home after Dealer has found a purchaser as evidenced by a written Offer to purchase, pursuant to the terms of this agreement, commission shall be paid to the Dealer. Dealer may negotiate for the sale of, and to sell, the Manufactured Home for an amount less than that specified above or upon different terms provided the Owner consents in writing and Purchaser is accepted by the Manufactured Home Community, if applicable. During the term of this agreement and as provided in #8 below, Owner shall not sell, lease, rent or negotiate regarding the Manufactured Home except through the services of the Dealer.

2. Owner agrees that said Manufactured Home, and all other items made a part of the sale, are free and clear of all liens including, but not limited to, taxes, mobile home parking fees, assessments, license fees, etc., including ground rental (if on rented ground) paid to date of delivery, and that said Home and all other items made a part of the sale are free and clear of all personal property judgments and encumbrances, except as may be noted in #3 below. Owner agrees to furnish evidence of ownership in a form satisfactory to Dealer and purchaser.

3. An outstanding lien, in the amount of \$ _____, remains on the above described:

- Manufactured Home or
- Other items made a part of the sale under # 9 below: (indicate which items here: _____)

Lienholder's Name: _____

Address: _____ City: _____ State: _____ Zip: _____

(Continued on Other Side)

4. Payment of Dealer's commission shall be due and payable upon closing of any contract to sell or sale made, and Dealer shall have an equitable lien upon said Home and upon the proceeds in whole or in part of from said sale until Dealer's commission is paid in full.
5. Owner grants Dealer exclusive marketing rights for the Manufactured Home. Such rights include but are not limited to insertion of radio, television and newspaper ads, and placement of "For Sale" signs. If Owner unilaterally terminates or otherwise interferes with this agreement prior to the agreed upon termination date found above in this agreement, Owner agrees to pay Dealer _____% of the sale price stated in # 1 above as liquidated damages.
6. Property loss and liability insurance relative to the Manufactured Home described above shall, during the life of this agreement, regardless of the location of the home, be the responsibility of:
 - Current Owner listed above. Other (Explain) _____
 - Dealer listed above.
7. The Dealer assumes no responsibility for warranties either expressed or implied. The current Owner is solely responsible for all statements and claims related to quality, serviceability, functions, condition, past ownership, warranties, express or implied, regarding the above described Manufactured Home or other items made a part of the sale under # 9. Owner acknowledges that the sale of this consigned Manufactured Home is subject to the Dealer license provisions of SPS 305 of the Wisconsin Administrative Code. A used Manufactured Home is required to be inspected under the Code. The inspection creates no warranties, express or implied, based on the inspection by the Dealer or inspector. Owner acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as but not limited to asbestos, building code violations and floodplain status. Dealer is not providing professional inspection services.
8. If the Home is sold within six months after the expiration of this agreement to any person with whom the Dealer or any authorized agent has negotiated or shown the Home prior to the expiration of this agreement, Owner agrees to pay Dealer the commission set forth in this agreement.
9. Other Provisions and Additional Items included in Sale:
 - Stove Refrigerator Microwave Washer Dryer Curtains or blinds Utility Shed Air conditioner
 - Satellite Dish Other: _____
10. Occupancy by purchaser may occur within _____ { days } { hours } (select one) of Purchaser's closing with Dealer, or Owner will pay \$_____ rent/day to the purchaser.
11. Owner agrees to indemnify and hold harmless Dealer in any dispute between Owner and any buyer or prospective buyer including any dispute arising from representations made by Dealer based upon information provided by Owner or Buyer, provided those representations were communicated in good faith.

Dated this ____ day of _____, _____.

Dealer: _____ Accepted by: _____ (Sales representative)
 (Print and Sign Form) (Print and Sign Form)

Owner: _____ Owner: _____
 (Print and Sign Form) (Print and Sign Form)