

Mobile Homes / Manufactured Homes (Without Land)

As of January 1, 2005, members of the South Central Wisconsin MLS can voluntarily include manufactured homes without land on the MLS.

In accordance with the HUD Code, the South Central Wisconsin MLS recognizes mobile homes manufactured after 1976 as Manufactured Homes. These homes should be marked as Manufactured under the Type Feature on the MLS Profile Sheet. For consistency, mobile homes manufactured before 1976 should also be marked as Manufactured.

The MLS Profile Sheet makes the distinction between Manufactured with Land and Manufactured without Land. If a manufactured home is being sold with land, it is considered real property and can be treated just as other real property listings.

If a manufactured home is being sold without land, it is considered personal property. **According to the Department of Commerce, real estate licensees can only sell one (1) manufactured home without land per year.** In addition, in order to sell one per year, the licensee and/or seller must be able to document that a reasonable but unsuccessful attempt was made to find a licensed manufactured home dealer willing to broker the sale. For those interested in selling more than one manufactured home without land per year, a Manufactured Home Dealer License is required. When listing a manufactured home without land, the MLS requires the following statement to be included in the Broker-to-Broker Remarks area: “Personal property sale – No approved forms – See www.scwmls.com/mh.pdf.”

As the transfer of a manufactured home with no land is a personal property transfer, conveyance is in the form of a title rather than a deed. The Wisconsin Manufactured Home Title Application can be found on the Department of Commerce website at <http://commerce.wi.gov/SB/SB-ManufacturedMobileHomesProgram.html>. The phone number for the Manufactured Homes Program within the Department of Commerce is 608-264-9596.

When listing a manufactured home with no land, much of the standard WB Listing Contract does not apply and the form is not recommended for use by the WRA Legal Department. As there is no State of Wisconsin approved form for the listing of personal property, attached please find a draft commission agreement form. Please note that this form is being provided as a guide. As this is not a state approved form, brokers should review this agreement with legal counsel. **On the offer side, please note that Wisconsin law does not permit real estate licensees to draft a purchase agreement unless the licensee is one of the parties (buyer or seller) to the transaction.** Therefore, the purchase agreement should be drafted by the parties or their legal counsel.

Lastly, when listing or selling a manufactured home located on leased land, the seller should verify that all obligations to the land owner have been, or will be, satisfied and the security deposit (if any) has been, or will be, returned. On the other hand, the buyer may wish to verify that a new lease may be entered into with the land owner or, if it is the intent of the buyer to relocate the manufactured home to a new site, the time frame for doing so.

MANUFACTURED HOME (W/O LAND) MARKETING/COMMISSION AGREEMENT

1 ■ Manufactured Home located at: _____
2 _____ in the _____ of _____, County of _____, Wisconsin.

3 Manufactured Home (Serial) Identification Number _____
4 Model Year _____ Manufacturer/Trade Name _____

5 Body Width X Body Length [w/hitch] _____

6 ■ **MARKETING TERMS: PRICE:** _____
7 _____ Dollars (\$ _____).

8 **TERMS:** Cash or equivalent at closing or _____.

9 **OCCUPANCY DATE:** _____ **OCCUPANCY CHARGE:** (if Seller occupies after closing): \$ _____ per day or part thereof.

10 **PROPERTY INCLUDED IN PRICE:** Seller agrees to include in the list price all fixtures unless excluded at line 12.

11 **ADDITIONAL ITEMS INCLUDED IN THE LIST PRICE:** _____

12 **ITEMS NOT INCLUDED IN THE LIST PRICE:** _____

13 ■ **CONDITION OF TITLE:** Upon payment of the purchase price, Seller shall convey the Manufactured Home free and clear
14 of all liens and encumbrances, except: _____

15 Conveyance shall be done using the current STATEMENT OF MANUFACTURED HOME TRANSFER form as promulgated
16 by the Wisconsin Department of Commerce Safety and Building Division - Manufactured Home Unit or its successor.

17 ■ **SELLER REPRESENTATIONS:** Seller represents to Broker that as of the date of this Agreement, Seller has no notice or
18 knowledge of any conditions or occurrences which would significantly reduce the value of the Manufactured Home to a
19 reasonable person with knowledge of the nature and scope of the condition or occurrence other than: _____

20 _____ **WARNING:**
21 **IF SELLER REPRESENTATIONS ARE INCORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

22 ■ **MARKETING:** Broker agrees to use reasonable efforts to procure a purchaser for the Manufactured Home, including, but
23 not limited to, the following: _____

24 _____
25 ■ **TERM OF THE CONTRACT:** FROM THE _____ DAY OF _____, _____, UP
26 TO AND INCLUDING MIDNIGHT OF THE _____ DAY OF _____, _____.

27 ■ **COMMISSION:** Broker's commission shall be _____ % or _____, whichever is greater.
28 Broker's commission shall be earned if, during the term of this Agreement:

- 29 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of the Manufactured Home ;
 - 30 2) A transaction occurs which causes an effective change in ownership or control of all or any part of the
31 Manufactured Home ; or
 - 32 3) A purchaser is procured for the Manufactured Home by Broker, by Seller, or by any other person, at the price and
33 on substantially the same terms set forth in this Agreement, even if Seller does not accept this purchaser's offer.
- 34 Broker's commission, if earned, shall be paid at the earlier of closing or the termination date of this Agreement.

35 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts
36 and to provide Broker with all records, documents and other material in Seller's possession or control which are required in
37 connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to
38 cooperate fully with these efforts which may include use of a multiple listing service, the Internet or a key lockbox system on
39 Manufactured Home. Seller shall promptly notify Broker in writing of any potential purchasers with whom Seller negotiates during
40 the term of this Agreement and shall promptly refer all persons making inquiries concerning the Manufactured Home to Broker.

41 ■ **FAIR HOUSING:** SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY
42 PROSPECTIVE PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN
43 WISCONSIN STATUTES, SECTION 111.32 (13M), DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS,
44 LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, FAMILIAL STATUS, OR IN ANY OTHER UNLAWFUL MANNER.

45 ■ **ADDITIONAL PROVISIONS:** _____
46 _____
47 _____

48 ■ **ADDENDA:** The attached _____ is/are made part of this Agreement.

49 **BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THIS AGREEMENT, BUT ARE PROHIBITED BY
50 LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS. AN ATTORNEY SHOULD BE CONSULTED IF
51 LEGAL ADVICE IS NEEDED AS WELL AS FOR COMPLETION OF SALES AGREEMENTS AND CONVEYANCE DOCUMENTS.**

52 Dated this _____ day of _____,

53 (x) _____ (x) _____
54 Seller's Signature ▶ Print Name here: _____ Date ▶ Seller's Signature ▶ Print Name here: ▶ _____ Date ▶

55 _____
56 Seller's Address ^ _____ Phone # ^ _____ Fax # ^ _____

57 (x) _____
58 Agent for Broker ^ (Print Name) > _____ Broker/Firm Name^ _____

59 _____
60 Broker/Firm Address ^ _____ Phone # ^ _____ Fax # ^ _____