MAINE MANUFACTURED HOUSING PURCHASE AGREEMENT

YOUR COMPANY NAME

Address
City State Zip
Telephone and/or Fax
Advertising Line

DEALER LICENSE # 12345678

BUYER(S)	HOME PHONE	CELL PHONE	DATE

ADDRESS	CITY	STATE	ZIP	EMAIL

DELIVERY ADDRESS	CITY	STATE	ZIP	SALES PERSON

UNIT TYPE: ☐ SINGLE SECTION ☐ MULTI-SECTION
CONDITION: ☐ NEW ☐ USED

MANUFACTURER	MODEL	SERIAL NUMBER

HUD LABEL / CERTIFICATION #	YEAR	BEDROOMS	BATHS	FLOOR SIZE L	FLOOR SIZE W	COLOR	ESTIMATED DELIVERY DATE

IF THE "USED" BOX IS CHECKED, BUYER ACKNOWLEDGES AND AGREES THAT THE UNIT IS SOLD "AS-IS, WITH ALL FAULTS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, UNLESS OTHERWISE EXPRESSLY PROVIDED IN WRITING.

OPTIONAL EQUIPMENT, ACCESSORIES & INSTALLATION SERVICES

	$
BALANCE CARRIED TO OPTIONAL EQUIPMENT	$

BASE PRICE OF UNIT	**$**
OPTIONAL EQUIPMENT	
SUB-TOTAL	**$**
INSURANCE (If Elected By Buyer)	
TITLE / REGISTRATION / GOVERNMENT FEES	
SALES TAX (On Taxable Items Only)	
CASH PURCHASE PRICE	**$**
TRADE-IN ALLOWANCE	$
LESS BALANCE DUE on above	$
NET ALLOWANCE	**$**
CASH DOWN PAYMENT	$
CASH AS AGREED	$
LESS TOTAL CREDITS	$
UNPAID BALANCE OF CASH SALE PRICE	**$**

Sales tax is calculated only on taxable items as required by applicable law. Buyer is responsible for all state and local taxes imposed by law.

REMARKS:

Wheels, axles, lights, coupling and drawbar used in transporting the purchased Unit are not included in the sale of the purchased Unit and shall remain the property of the Dealer unless otherwise stated in the Agreement as agreed to by the parties or as otherwise disclosed as required by federal, state or local law or rule.

DESCRIPTION OF TRADE-IN	MANUFACTURER	MODEL	YEAR

COLOR	BEDROOMS	SIZE x	TITLE #	SERIAL #

AMOUNT OWING $	TO WHOM	ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY ☐ DEALER ☐ BUYER

Buyer(s) is/are purchasing the aboved-described Mobile/Manufactured Home, together with any optional equipment, accessories, and insurance, if elected by Buyer(s), subject to all terms, conditions, covenants, representations, disclaimers, and provisions of this Agreement. Buyer(s) represent that any trade-in conveyed under this Agreement is free from all liens, claims, and encumbrances except as expressly disclosed herein. Dealer and Buyer(s) acknowledge and agree that the ADDITIONAL TERMS AND CONDITIONS printed on Page 2 of this Agreement, together with the Arbitration Addendum/Page 3 of this Agreement, are incorporated into and made a part of this Agreement the same as if fully set forth above the signature lines. PAGE 2 of this Agreement contains ADDITIONAL TERMS AND CONDITIONS, including but not limited to provisions regarding WARRANTIES, EXCLUSIONS, LIMITATION OF DAMAGES, and other contractual obligations. The Arbitration Addendum/Page 3 contains provisions regarding mediation, arbitration, waiver of jury trial, class action waiver, and related dispute resolution procedures. This Agreement contains the entire agreement between Dealer and Buyer(s), and no other representation, promise or inducement, verbal or written, has been made other than as expressly contained herein. Buyer(s) acknowledge receipt of a copy of this Agreement, including Page 1, Page 2 and the Arbitration Addendum/Page 3, and confirm they have read and understand all terms and conditions.

YOUR COMPANY NAME _____ DEALER

Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent

SIGNED X _____ BUYER

APPROVED BY _____

SIGNED X _____ BUYER

 Copyright ©1983 JENKINS BUSINESS FORMS (800) 851-4424

YOUR COMPANY NAME ADDITIONAL TERMS AND CONDITIONS

In this Agreement, the term "Buyer" means the individual(s) or legal entity purchasing the manufactured home, including any Co-Buyer, and the term "Dealer" means the properly licensed manufactured home retailer selling the manufactured home. "Unit" used in this Agreement describes the Mobile/Manufactured Home or any item or combination of items as described on Page 1 of this Agreement. Buyer further agrees (continued from Page 1 of this Agreement):

1. **FAILURE TO COMPLETE PURCHASE.** If Buyer fails or refuses to complete the purchase of the Unit in accordance with this Purchase Agreement, Buyer shall be in default. Upon such default, Dealer may terminate this Purchase Agreement and retain Buyer's deposit as liquidated damages or pursue any other remedy available at law or equity. Buyer acknowledges that Dealer's actual damages would be difficult to determine and agrees that the deposit represents a reasonable estimate of damages and is not a penalty, subject to the limitations of 11 M.R.S. § 2-718, including any applicable limitations on liquidated damages and deposit retention, with any excess refunded to Buyer as required by law.
2. **IF NOT A CASH TRANSACTION.** If Buyer does not complete this purchase as a cash transaction, Buyer knows before or at the time of delivery of the Unit purchased, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Buyer's purchase.
3. **TRADE-IN.** If Buyer is trading in a used car, manufactured home, trailer, or other vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives is owned by Buyer and is free of any lien or other claim except as noted on Page 1 of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included.
4. **TITLE.** Title to the Unit purchased will remain in Dealer until the agreed upon purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the Unit purchased may be made at a later date.
5. **REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Buyer will immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expense on demand or Dealer may add that amount to this Agreement as if it had been originally included.
6. **REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. Buyer agrees this later appraisal value will then determine the allowance to be made for the trade-in.
7. **INSPECTION.** Buyer has inspected the Unit or display model and relies upon Buyer's own judgment, brochures, and materials provided by the Manufacturer in deciding to purchase the Unit.
8. **WARRANTIES AND EXCLUSIONS. THE UNIT SOLD UNDER THIS AGREEMENT IS SUBJECT ONLY TO THE MANUFACTURER'S WRITTEN LIMITED WARRANTY, IF ANY. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE WRITTEN WARRANTY SIGNED BY THE DEALER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 11 M.R.S. § 2-316, DEALER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER AGREES THAT ANY AVAILABLE REMEDY FOR DEFECTS MAY BE SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS OF ANY APPLICABLE MANUFACTURER'S WARRANTY AND APPLICABLE LAW. IF THE UNIT IS USED OR PRE-OWNED, IT IS SOLD "AS-IS, WITH ALL FAULTS," WITHOUT WARRANTIES UNLESS EXPRESSLY PROVIDED IN WRITING AND SIGNED BY DEALER. SOME STATES DO NOT ALLOW CERTAIN WARRANTY LIMITATIONS, SO SOME LIMITATIONS MAY NOT APPLY. THIS PROVISION SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**
9. **LIMITATION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING 11 M.R.S. § 2-719, DEALER AND MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE UNIT, INCLUDING LOSS OF USE, LOSS OF TIME, LOSS OF INCOME, DIMINUTION OF VALUE, INCONVENIENCE, LODGING, TRANSPORTATION COSTS, OR COMMERCIAL LOSS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER AGREES THAT THE EXCLUSIVE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, OR, AT THE OPTION OF DEALER OR MANUFACTURER, REFUND OF THE PURCHASE PRICE OR ACTUAL CASH VALUE OF THE DEFECTIVE ITEM. BUYER ACKNOWLEDGES THAT THESE LIMITATIONS ARE A MATERIAL PART OF THIS AGREEMENT. HOWEVER, BUYER'S REMEDIES SHALL NOT BE LIMITED WHERE SUCH LIMITATION FAILS OF ITS ESSENTIAL PURPOSE UNDER APPLICABLE LAW. THIS PROVISION SHALL BE ENFORCED ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**
10. **CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make changes in models, designs, accessories, equipment or parts from time to time, and neither Dealer nor Manufacturer shall be obligated to make identical changes to the Unit purchased by Buyer before or after delivery.
11. **DELAYS.** Dealer shall not be liable for delays caused by manufacturer delays, strikes, fires, pandemics, governmental actions, transportation delays, weather, or other causes beyond Dealer's control.
12. **DELIVERY AND PLACEMENT.** If delivery is included or separately quoted, Buyer represents that access to the delivery site is by fully open, all-weather, properly surfaced roads. Buyer is solely responsible for proper site preparation, including code-compliant foundation requirements. Buyer shall pay additional costs caused by undisclosed site conditions, delays, return trips, escorts, cranes, or special equipment. Buyer shall also be responsible for any permit fees, escort fees, utility clearance charges, or governmental charges associated with delivery or setup unless otherwise expressly stated in writing. Dealer does not guarantee placement or setup unless required foundation supports are properly installed and level prior to delivery. Buyer is responsible for re-set costs caused by settling, sinking, inspection failures, or improper site preparation. Utilities must be accessible within twenty (20) feet of the Unit unless otherwise agreed in writing. Unless stated on Page 1, the Unit is sold F.O.B. Dealer's lot and risk of transport passes to Buyer upon departure from Dealer's lot unless otherwise required by applicable law. Installation shall comply with applicable federal, state, and local manufactured housing laws and regulations.
13. **CONNECTIONS, PERMITS AND CHANGES.** Buyer understands and agrees that Dealer is not permitted to make plumbing or electrical connections or connecting certain natural gas or propane appliances where state or local ordinances require a licensed plumber or electrician to do the work. Buyer understands and agrees that Dealer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of restrictive zoning. Buyer understands and agrees that Dealer is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Buyer will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
14. **NOTICE OF WIDTH LIMITATIONS.** Buyer acknowledges being informed that federal, state, and local laws impose maximum width and length limits for transportation of manufactured homes and that special permits may be required. Buyer understands that required permits may not be available for Units exceeding applicable size limits. Buyer agrees to indemnify and hold harmless Dealer, Dealer's assigns, Manufacturer, and Manufacturer's assigns from any and all claims, demands, damages, losses, costs, expenses, or liabilities arising out of or relating to the size of the Unit or the inability to obtain permits required for transportation, except to the extent caused by Dealer's gross negligence or willful misconduct where such limitation is prohibited by applicable law.
15. **INSURANCE.** Buyer understands and agrees that Dealer **does not** provide casualty, hazard, windstorm, flood, liability, or other insurance coverage on the Unit after risk of loss passes to Buyer as provided in this Agreement or by applicable law. Buyer is solely responsible for obtaining and maintaining any insurance required to protect the Unit and Buyer's interests. Buyer agrees to hold Dealer harmless from any loss, damage, claim, or liability arising from the absence, insufficiency, or delay in obtaining such insurance coverage.
16. **CONTROLLING LAW AND PLACE OF SUIT.** Subject to the Arbitration Addendum, this Agreement shall be governed by the laws of the State of Maine. Any court proceeding permitted under the Arbitration Addendum shall be brought in a court of competent jurisdiction in the county where the Unit is located or as otherwise required by applicable law.
17. **ATTORNEY'S FEES.** In any action, arbitration, or other legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, arbitration fees, and expenses incurred, to the fullest extent permitted by applicable law. In any arbitration proceeding, the award of attorneys' fees and costs shall be determined in accordance with the rules of the arbitration provider, unless otherwise required by applicable law. This provision shall survive the execution, delivery, performance, termination, cancellation, or completion of this Agreement.
18. **IF PART INVALID REST OF AGREEMENT SAVED.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

Buyer acknowledges receipt of and agrees to, all terms and conditions set forth on this page _____ BUYER INITIAL _____ CO-BUYER INITIAL

© JENKINS BUSINESS FORMS. ALL RIGHTS RESERVED. UNAUTHORIZED REPRODUCTION PROHIBITED. NO LEGAL ADVICE PROVIDED. CONSULT LEGAL COUNSEL.

YOUR COMPANY NAME

Address
City State Zip
Telephone and/or Fax
Advertising Line

DEALER LICENSE # 12345678

BUYER(S)	HOME PHONE	CELL PHONE	DATE

ADDRESS	CITY	STATE	ZIP	EMAIL

DELIVERY ADDRESS	CITY	STATE	ZIP	SALES PERSON

ARBITRATION ADDENDUM

This Arbitration Addendum is incorporated into and made a material part of the Maine Manufactured Housing Purchase Agreement between the parties of even date herewith, and shall be enforceable as if fully set forth therein.

HUD DISPUTE RESOLUTION PRIORITY.
If a dispute involves a manufacturer's warranty issue eligible under the HUD Manufactured Home Dispute Resolution Program, Buyer must first submit the claim through the HUD program before initiating arbitration or litigation where permitted by law.

MANDATORY MEDIATION FIRST.
Any dispute arising out of or relating to this Maine Manufactured Housing Purchase Agreement shall first be submitted to good-faith mediation as a condition precedent to arbitration.

BINDING ARBITRATION.
If mediation does not resolve the dispute, all claims shall be resolved exclusively through final and binding arbitration. This Arbitration Addendum evidences a transaction involving interstate commerce and shall be governed by and interpreted in accordance with the Federal Arbitration Act (9 U.S.C. § 1 et seq.). If a court of competent jurisdiction determines that the Federal Arbitration Act does not apply, then this Arbitration Addendum shall be governed by and enforced under the arbitration laws of the State of Maine, including 14 M.R.S. § 5927 et seq. The arbitrator shall have authority to award all remedies available under applicable law.

VENUE & ADMINISTRATION.
Arbitration shall be administered by AAA, JAMS, or another mutually agreed arbitration provider, or, if the parties cannot agree, by a provider selected as permitted by applicable law.

WAIVER OF COURT & CLASS ACTION.
By agreeing to Arbitration, Buyer and Dealer understand that they are waiving the right to maintain a court action, including the right to a trial before a judge or jury. Buyer and Dealer also waive participation in any class, collective, or representative action to the fullest extent permitted by applicable law.

REPOSSESSION & LENDER RIGHTS PRESERVED.
Dealer, Manufacturer, and any Lender or Assignee retain the unrestricted right to pursue repossession, foreclosure, collection actions, or injunctive relief in court without waiving arbitration.

FEES & COSTS.
The arbitrator shall have authority to award attorney's fees and costs to the prevailing party to the same extent permitted under the ATTORNEY FEES provision of the Maine Manufactured Housing Purchase Agreement and applicable law.

SURVIVAL & SEVERABILITY.
This clause survives termination, cancellation, payoff, resale, or assignment of this Agreement. If any portion is deemed unenforceable, the remainder shall remain in full force.

BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS BINDING ARBITRATION ADDENDUM AND IS WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY.

BUYER SIGNATURE	DATE	CO-BUYER SIGNATURE	DATE

YOUR COMPANY NAME DEALER _____ DEALER REPRESENTATIVE SIGNATURE _____ DATE _____