INDIANA MANUFACTURED HOUSING PURCHASE AGREEMENT

YOUR COMPANY NAME

Address
City, State, Zip
Telephone • Fax
Advertising Line

DEALER LICENSE # 12345

BUYER(S)	PHONE	DATE
ADDRESS	SALESPERSON	
DELIVERY ADDRESS	EMAIL	

MAKE	MODEL	YEAR	BEDROOMS	FLOOR SIZE L	FLOOR SIZE W	HITCH SIZE L	HITCH SIZE W	STOCK NUMBER

THIS UNIT IS ☐ NEW ☐ USED	SERIAL NUMBER	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS

LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
CEILING			
EXTERIOR			
FLOORS			

THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

	$	
BALANCE CARRIED TO OPTIONAL EQUIPMENT	$	

BASE PRICE OF UNIT	$	
OPTIONAL EQUIPMENT		
SUB-TOTAL	$	
SALES TAX		
NON-TAXABLE ITEMS		
VARIOUS FEES AND INSURANCE		
CASH PURCHASE PRICE	$	
TRADE-IN ALLOWANCE	$	
LESS BAL. DUE on above	$	
NET ALLOWANCE	$	
CASH DOWN PAYMENT	$	
CASH AS AGREED	$	
LESS TOTAL CREDITS	$	
SUB-TOTAL	$	
SALES TAX (If Not Included Above)		
UNPAID BALANCE OF CASH SALE PRICE	$	

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	MAKE	MODEL	YEAR

COLOR	BEDROOMS	SIZE X	TITLE NO.	SERIAL NO.

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

Buyer is purchasing the above described manufactured home, the optional equipment and accessories, the insurance has been voluntary; the Buyer's trade-in is free from all claims whatsoever, except as noted.

THE REVERSE SIDE of this Agreement contains **ADDITIONAL TERMS AND CONDITIONS,** including, but not limited to, provisions regarding **WARRANTY, EXCLUSIONS AND LIMITATIONS OF DAMAGES.**

Dealer and Buyer acknowledge and certify that such (the) additional terms and conditions printed on the reverse side of this Agreement are agreed to as part of this Agreement, the same as if printed above the signatures.

The Agreement contains the entire agreement between the Dealer and Buyer and no other representation or inducement, verbal or written, has been made which is not contained in this Agreement. Buyer(s) acknowledge receipt of a copy of this Agreement (order) and that Buyer's have read and understand the reverse side of this Agreement.

ARBITRATION

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

THE UNDERSIGNED AGREE THAT ANY CONTROVERSY OR CLAIM BETWEEN DEALER AND BUYER ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR BREACH THEREOF, SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES THEN IN FORCE OF THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION RENDERED BY THE ARBITRATOR(S) SHALL BE A FINAL AND BINDING RESOLUTION OF THE CONTROVERSY OR CLAIM, WHICH MAY BE ENTERED AS A JUDGEMENT IN ANY COURT HAVING JURISDICTION THEREOF. NEITHER PARTY SHALL SUE THE OTHER WHERE THE BASIS OF THE SUIT IS THIS CONTRACT, OR BREACH THEREOF, UNLESS THE SUIT CONCERNS THE ENFORCEMENT OF THE DECISION RENDERED BY THE ARBITRATOR(S).

ACKNOWLEDGMENT OF ARBITRATION:

BUYER(S) UNDERSTANDS THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, AFTER SIGNING THIS DOCUMENT. BUYER(S) UNDERSTANDS THAT BUYER WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD BUYER AGREES TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

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

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ADDITIONAL TERMS AND CONDITIONS

Buyer understands that the term "Unit" used in this Agreement describes the Mobile/Manufactured Home or any item or combination of items as described on the reverse side of this Agreement.

Buyer further agrees (continued from the reverse side of this Agreement):

1. 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.

2. 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.

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 the reverse side 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. 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.

5. 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.

6. FAILURE TO COMPLETE PURCHASE. If Buyer fails or refuses to complete this purchase within the time frame specified in this Agreement or as specified in the Uniform Commercial Code of the state of Indiana or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Dealer may keep that portion of Buyer's cash deposit which will adequately compensate Dealer for Dealer's actual, consequential, and incidental damages, and all other damages, expenses or losses which Dealer incurs because Buyer failed to complete Buyers purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and Buyer has given Dealer a trade-in, Dealer may sell the trade-in at public or private sale, and deducted from the money received an amount that will adequately compensate Dealer for any and all of the above mentioned damages, expenses, and losses incurred because Dealer failed to complete this purchase. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not to the exclusion of, any other remedies Dealer may have at law, and this Agreement shall not be interpreted as containing a liquidated damages provision. Buyer understands that Dealer shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect "liquidated damages" under Section 2-718. If Dealer prevails in any legal action which Dealer brings against Buyer, or which Buyer brings against Dealer, concerning this Agreement, Buyer agrees to reimburse Dealer for Dealer's reasonable attorneys' fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.

7. CHANGES BY MANUFACTURER. Buyer understands that the manufacturer may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the Unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.

8. DELAYS. Buyer will not hold Dealer liable for delays caused by the manufacturer, accidents, strikes, fires, pandemics, Covid-19 or any other cause beyond Dealer's control.

9. INSPECTION. Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyers own judgement and inspection in determining that it is of acceptable quality. On the Unit ordered, Buyer has relied on Buyer's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Dealer by the Manufacturer, in making Buyer's decision to purchase the Unit described on the reverse side of this Agreement.

10. **WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS. DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED AND/OR COMPONENT(S) AND/OR APPLIANCE(S) BEFORE BUYER SIGNED THIS SALES AGREEMENT. THERE IS NO EXPRESS WARRANTY ON USED UNITS. EXCEPT WHERE PROHIBITED BY LAW: (i) DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S), (ii) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY, AND (iii) DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S). EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (i) BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, (ii) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.

11. **LIMITATION OF DAMAGES**. EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE GONE OUT OF BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT BUYER CANNOT RETURN THE UNIT TO DEALER AND SEEK A REFUND FOR ANY REASON.

12. INSURANCE. Buyer understands that Buyer is not covered by insurance on the Unit purchased until accepted by an insurance company, and Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company

13. CONTROLLING LAW AND PLACE OF SUIT. The law of the State of Indiana is the law which is to be used in interpreting the terms of the Agreement. Dealer and Buyer agree that if any dispute between us is submitted to a court for resolution, such legal proceeding shall take place in the county in which Dealer's principle office is located. If under state law a special dispute resolution procedure or complaint process is available, Buyer agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available available to Buyer.

14. IF PART INVALID REST OF AGREEMENT SAVED. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

15. DELIVERY AND PLACEMENT. If Dealer has included delivery of the Unit purchased in the purchase price, or if Dealer quotes a charge for delivery to Buyer's destination, Dealer's agreement to transport the Unit purchased, as well as Dealer's price quotation, is made in reliance based upon Buyer's assurance that travel is along acceptable all-weather surfaced roads, fully open and accessible, from point of origin to point of delivery, during the period required for transportation. Buyer assumes all responsibility for the proper preparation of Buyer's property to both receive and locate the Unit purchased. If Dealer must hire extra labor and/or equipment in order to deliver and place the Unit purchased because of something not previously disclosed to Dealer, Buyer will pay for all those additional costs. Buyer understands that Dealer does not guarantee proper placement of the Unit unless concrete pier(s), running below the frost line and properly placed and level so as to permit a proper placement of the Unit on the site, shall have first been prepared. Buyer will pay for all labor and material costs to re-set the Unit when caused by future settling or sinking resulting from failure to provide a foundation approved by the State or Local Code in which the Unit is sited. Buyer understands and agrees that the sewer shall be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole with a proper receptacle within 20 feet of the electric box inside of the Unit. Buyer understands and agrees that unless otherwise provided on the reverse side of this Agreement, the Unit purchased is sold by Dealer F.O.B. Dealer's lot and Buyer is responsible for transporting it.

16. CONNECTIONS, PERMITS AND CHANGES. Buyer understands and agrees that Dealer is not permitted to make plumbing or electrical connections or connection of certain natural gas or propane appliances where state or local ordinance 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.

17. NOTICE OF WIDTH LIMITATIONS. Buyer has been informed of the length and width limitations, as of the date of this Agreement, now enforced in the several states, or provinces of Canada, as they may apply to the transportation and delivery of manufactured homes and this Unit over the public highways, and the fact that special permits are required. Buyer understands that some states, or the provinces of Canada, may not grant the required permits where the size of the Unit exceeds the statutory maximum. Buyer waives and releases and shall indemnify Dealer and Dealer's assigns, and the manufacturer and its assigns, from any and all demands, suits, claims or counterclaims, based on the size of the Unit purchased, if it exceeds the limitations which are now, or may later be, imposed by any state, province or any entity or level of government.

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