# MASSACHUSETTS MANUFACTURED HOUSING PURCHASE AGREEMENT

## YOUR COMPANY NAME

Address
City State Zip
Telephone and/or Fax
Advertising Line

DEALER LICENSE# DL 123456

| BUYER(S) | PHONE | DATE |
|---|---|---|
| | | |

| ADDRESS | EMAIL |
|---|---|
| | |

| DELIVERY ADDRESS | SALESPERSON |
|---|---|
| | |

| MANUFACTURER | MODEL | YEAR | BEDROOMS | FLOOR SIZE L | FLOOR SIZE W | STOCK NUMBER |
|---|---|---|---|---|---|---|
| | | | | | | |

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

| SERIAL NUMBER | COLOR | ESTIMATED DELIVERY DATE |
|---|---|---|
| | | |

| 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, ACCESSORIES & INSTALLATION SERVICES | $ | |
|---|---|---|
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| BALANCE CARRIED TO OPTIONAL EQUIPMENT | $ | |

| | | |
|---|---|---|
| **BASE PRICE OF UNIT** | $ | |
| OPTIONAL EQUIPMENT | | |
| | | |
| **SUBTOTAL** | $ | |
| | | |
| | | |
| | | |
| | | |
| INSURANCE (If Elected By Buyer) | | |
| TITLE/REGISTRATION/GOVERNMENT FEES | | |
| SALES TAX (On Taxable Items Only) | | |
| **CASH PURCHASE PRICE** | $ | |

| | | |
|---|---|---|
| TRADE-IN ALLOWANCE | $ | |
| LESS BAL. 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 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 | 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** and an **ARBITRATION PROVISION.**

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.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND A MANDATORY MEDIATION REQUIREMENT WHICH MAY BE ENFORCED BY THE PARTIES. BY SIGNING THIS AGREEMENT, BUYER AND DEALER AGREE THAT MOST DISPUTES MUST BE RESOLVED BY MEDIATION AND/OR ARBITRATION AND NOT BY A JUDGE OR JURY.**
**THE TERMS OF MEDIATION AND ARBITRATION ARE SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT.**

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



SAMPLE

# ARBITRATION 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 the front of this Agreement.

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

1. FAILURE TO COMPLETE PURCHASE. If Buyer fails 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 reasonable liquidated damages, or pursue other remedies available at law or in equity. Buyer acknowledges and agrees that Dealer's actual damages in the event of Buyer's default would be difficult or impracticable to determine at the time this Agreement was made. Accordingly, Buyer agrees that Buyer's deposit represents a reasonable estimate of Dealer's damages and is intended as liquidated damages and not as a penalty, and shall be retained by Dealer to the fullest extent permitted by applicable law, pursuant to Mass. Gen. Laws ch. 106 § 2-718 and any other applicable law. Notwithstanding any other provision of this Agreement, Dealer and Buyer agree that the amount of any deposit retained by Dealer under this Section shall be limited to the maximum amount permitted to be retained as liquidated damages under applicable law, and any portion of the deposit exceeding such amount shall be promptly refunded to Buyer. Dealer and Buyer further agree that this liquidated damages provision is reasonable and is intended to comply with Section 2-718 of the Uniform Commercial Code, as adopted in the State of Massachusetts. In no event shall the amount retained exceed the maximum amount permitted under applicable 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 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. 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.
7. INSPECTION AND RELIANCE. Buyer acknowledges that Buyer has inspected the Unit, display models, brochures, and materials provided by the manufacturer or Dealer and finds the Unit suitable for Buyer's needs. Buyer agrees that Buyer has relied solely upon Buyer's own inspection and judgment and not upon any statements, advertisements, or representations not expressly contained in this Agreement.
8. **WARRANTIES AND EXCLUSIONS.** THE UNIT SOLD UNDER THIS AGREEMENT IS SUBJECT ONLY TO THE WRITTEN LIMITED WARRANTY, IF ANY, ISSUED BY THE MANUFACTURER. BUYER ACKNOWLEDGES THAT ANY SUCH WARRANTY IS MADE SOLELY BY THE MANUFACTURER AND NOT THE DEALER. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN A SEPARATE WRITTEN WARRANTY SIGNED BY THE DEALER, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE UNIT, ITS COMPONENTS, OR ANY APPLIANCES OR EQUIPMENT INCLUDED THEREIN. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING MASS. GEN. LAWS. CH. 106 § 2-316, DEALER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BUYER AGREES THAT THE EXCLUSIVE REMEDY FOR ANY DEFECT IN THE UNIT SHALL BE LIMITED TO THE REMEDIES SET FORTH IN THE MANUFACTURER'S WRITTEN LIMITED WARRANTY, IF ANY. DEALER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCONVENIENCE, OR ALTERNATIVE HOUSING EXPENSES. IF THE UNIT IS PRE-OWNED, BUYER ACKNOWLEDGES THAT IT IS SOLD "AS-IS, WITH ALL FAULTS," AND WITHOUT ANY WARRANTIES WHATSOEVER UNLESS OTHERWISE EXPRESSLY PROVIDED IN WRITING. NOTWITHSTANDING THE FOREGOING, NO WARRANTIES WHICH CANNOT BE DISCLAIMED UNDER APPLICABLE MASSACHUSETTS LAW ARE HEREBY DISCLAIMED.
9. **LIMITATION OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING MASS. GEN. LAWS CH. 106 § 2-719, DEALER AND MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN MATERIALS OR WORKMANSHIP, OR THE MANUFACTURED HOME, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS. BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE MANUFACTURED HOME SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, OR, AT THE OPTION OF THE MANUFACTURER OR DEALER, REFUND OF THE PURCHASE PRICE. EXCEPT AS REQUIRED BY LAW OR AS EXPRESSLY PROVIDED BY THE MANUFACTURER'S WRITTEN LIMITED WARRANTY, NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THIS LIMITATION OF DAMAGES IS A MATERIAL PART OF THIS AGREEMENT AND SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. BUYER ACKNOWLEDGES THAT THE LIMITATION OF DAMAGES SET FORTH ABOVE IS A MATERIAL TERM OF THIS AGREEMENT AND HAS BEEN SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES. THIS LIMITATION SGHALL APPLY ONLY TO THE EXTENT PERMITTED UNDER APPLICABLE MASSACHUSETTS LAW. BUYER'S REMEDIES SHALL NOT BE LIMITED WHERE SUCH LIMITATION WOULD FAIL ITS ESSENTIAL PURPOSE UNDER APPLICABLE LAW. THIS LIMITATION SHALL APPLY ONLY TO THE EXTENT PERMITTED UNDER APPLICABLE MASSACHUSETTS LAW.
10. CHANGES BY MANUFACTURER. Buyer understands that the manufacturer may make changes in models, designs, parts, or accessories at any time and that neither the manufacturer nor Dealer is obligated to make the same changes to the Unit purchased either before or after delivery.
11. 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.
12. DELIVERY AND PLACEMENT. Delivery of the Unit is conditioned upon Buyer satisfying all site preparation and access requirements described in this Agreement. Buyer warrants that the delivery route and site access are adequate for transport and installation of the Unit. Dealer is not responsible for delays caused by site readiness, permits, weather, or utility availability. If Dealer includes delivery in the purchase price or quotes a delivery charge, such agreement and price are based upon Buyer's assurance that travel from point of origin to the delivery site is along acceptable all-weather surfaced roads that are fully open and accessible during the required transportation period. Buyer is responsible for proper preparation of the property to receive and locate the Unit. Any additional labor, equipment, transportation, or delivery costs required due to undisclosed conditions shall be paid by Buyer. Dealer does not guarantee proper placement unless concrete pier(s) below the frost line and properly located and level for installation have been prepared. Buyer shall pay all labor and material costs required to re-set the Unit due to settling or sinking caused by failure to provide a foundation approved by applicable state or local code. Buyer also agrees that sewer, water, and electrical connections must be properly installed and ready for connection at the time of delivery. Unless otherwise stated on the front of this Agreement, the Unit is sold F.O.B. Dealer's lot and Buyer is responsible for transportation. Buyer shall be responsible for all additional delivery, setup, blocking, anchoring, crane, or transportation costs resulting from site conditions not disclosed to Dealer prior to delivery.
13. 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.
14. 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.
15. 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
16. ARBITRATION. Any dispute, claim, or controversy arising out of or relating to this Agreement, the Unit, or the sale, delivery, placement, condition, financing, or warranties of the Unit shall first be submitted to good-faith mediation as a condition precedent to arbitration or litigation where permitted by law. If a dispute involves a manufacturer warranty issue eligible under the HUD Manufactured Home Dispute Resolution Program, Buyer must first submit the claim through that program before mediation, arbitration, or litigation where permitted by law.If mediation does not resolve the dispute, the matter shall be resolved exclusively by final and binding arbitration pursuant to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and applicable law of the State of Massachusetts. The parties acknowledge that this transaction involves interstate commerce and that this arbitration provision shall be governed by and interpreted under the Federal Arbitration Act. Arbitration shall be administered by the American Arbitration Association (AAA), JAMS, or another neutral arbitrator mutually agreed upon by the parties, or, if no agreement is reached, selected in accordance with applicable law. Arbitration shall take place in the county where the Unit is located unless otherwise required by applicable law. This provision shall not prevent either party from bringing an individual action in small claims court where jurisdictionally permitted. Arbitration fees and costs shall be allocated in accordance with applicable law and the rules of the arbitration provider and shall not be imposed in a manner that would make arbitration inaccessible to either party. BUYER AND DEALER KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY AND AGREE THAT ALL CLAIMS SHALL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this arbitration provision, including any claim that all or part of this Agreement is void or voidable. The arbitrator shall be authorized to award all remedies available under applicable law. In any dispute, claim, mediation, arbitration, or legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, mediation fees, expert witness fees, court costs, and other litigation expenses to the fullest extent permitted under applicable law. This arbitration provision shall survive the closing, delivery, termination, cancellation, or enforcement of this Agreement. If any portion of this arbitration provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law, and any dispute shall still be resolved through binding arbitration to the maximum extent permitted by applicable law. Nothing in this arbitration provision is intended to waive or limit any rights or remedies that cannot be waived under applicable law. This arbitration provision shall be interpreted and enforced in a manner consistent with applicable Massachusetts consumer protection laws.
17. NO RELIANCE ON ORAL REPRESENTATIONS. Buyer acknowledges that Dealer's salespersons are not authorized to make representations not contained in this Agreement and that Buyer has not relied upon any statements, advertisements, or representations not expressly set forth herein.
18. SEVERABILITY AND GOVERNING LAW. The law of the State of Massachusetts shall govern the interpretation and enforcement of this Agreement, unless otherwise required by applicable law. Any legal proceeding shall take place in the county where the Unit is located unless otherwise required by applicable law.

**Nothing in this Agreement is intended to waive or limit any rights or remedies that cannot be waived under applicable Massachusetts law.**

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