

COMPANY NAME

Address
City State Zip
Phone • Fax
Advertising Line

MFR. YR _____

PURCHASER(S)		PHONE		DATE		
ADDRESS			SALESPERSON			
DELIVERY ADDRESS						
MAKE & MODEL		YEAR	BEDROOMS	FLOOR SIZE L W	HITCH SIZE L W	STOCK NUMBER
SERIAL NUMBER		COLOR	PROPOSED DELIVERY DATE		KEY NUMBERS	

NEW USED

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

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 SEE REMARKS \$	
	LESS TOTAL CREDITS	\$
	SUB-TOTAL	\$
	SALES TAX (If Not Included Above)	
	Unpaid Balance of Cash Sale Price	\$

SEVEN DAYS AFTER THE PURCHASER RECEIVES A LEGIBLE COPY OF THE EXECUTED PURCHASE AGREEMENT, OR IF ANY TIME WITHIN THE SEVEN (7) DAYS AN APPLICATION FOR A CERTIFICATE OF MANUFACTURED HOME OWNERSHIP IS FULLY EXECUTED, THE SALE IS FINAL AND THE RETAILER IS NOT OBLIGATED TO REFUND THE CONSUMER DEPOSIT IF THE PURCHASER SUBSEQUENTLY CANCELS THE AGREEMENT. IF THE PURCHASER ELECTS TO CANCEL THE PURCHASE AGREEMENT WITHIN THE SEVEN (7) DAY LIMIT AND AN APPLICATION FOR A CERTIFICATE OF MANUFACTURED HOME OWNERSHIP HAS NOT BEEN FULLY EXECUTED, THE PURCHASER SHALL NOTIFY THE RETAILER IN WRITING BY CERTIFIED MAIL POSTMARKED BEFORE THE END OF THE SEVENTH DAY TO BE ELIGIBLE FOR FULL REFUND OF THE CONSUMER DEPOSIT.

REMARKS:

BALANCE CARRIED TO OPTIONAL EQUIPMENT \$

NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.

DESCRIPTION OF TRADE-IN	YEAR	SIZE x
MAKE	MODEL	BEDROOMS
TITLE NO.	SERIAL NO.	COLOR
AMOUNT OWING TO WHOM		
ANY DEBT PURCHASER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> RETAILER <input type="checkbox"/> PURCHASER		

Purchaser and Retailer certify that the additional terms and conditions printed on the other side of this agreement are agreed to as a part of this agreement, the same as if printed above the signatures. Purchaser is purchasing the above described manufactured home; the optional equipment and accessories, the insurance as described has been voluntary; that Purchaser's trade-in is free from all claims whatsoever, except as noted.

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN RETAILER AND PURCHASER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS AGREEMENT. PURCHASER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT PURCHASER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

COMPANY NAME

RETAILER

SIGNED X _____ PURCHASER

SOCIAL SECURITY NO. _____ / _____ / _____

SIGNED X _____ PURCHASER

SOCIAL SECURITY NO. _____ / _____ / _____

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

Approved

ADDITIONAL TERMS AND CONDITIONS

Purchaser further agrees (continued from other side of Agreement):

- 1. IF NOT A CASH TRANSACTION.** If Purchaser does not complete this purchase as a cash transaction, Purchaser knows before or at the time of delivery of the unit purchased, Purchaser will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Purchaser's purchase.
- 2. TITLE.** Title to the unit purchased will remain in Retailer until the agreed upon purchase price is paid in full in cash, or Purchaser has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Purchaser even though the actual delivery of the unit purchased may be made at a later date.
- 3. TRADE-IN.** If Purchaser is trading in a used car, manufactured home, trailer, or other vehicle, Purchaser will give Retailer the original bill of sale or the title to the trade-in. Purchaser promises that any trade-in which Purchaser gives is owned by Purchaser and is free of any lien or other claim except as noted on the other side of this agreement. Purchaser 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, Retailer may, at Retailer's option, either pay it and Purchaser will reimburse Retailer on demand, or Retailer may add that amount to this agreement as if it had been originally included.
- 4. REGISTRATION OR LICENSE OF TRADE-IN.** If Purchaser has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Purchaser will immediately have the trade-in registered or licensed in the state Retailer indicates and Purchaser will pay any and all expenses and registration or licensing fees required. If Retailer handles the registration or licensing of the trade-in, Purchaser will reimburse Retailer for the expense on demand or Retailer may add that amount to this agreement as if it had been originally included.
- 5. REAPPRAISAL OF TRADE-IN.** If Purchaser is making a trade-in and it is not delivered to Retailer at the time of the original appraisal and if later, on delivery, it appears to Retailer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Retailer may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
- 6. FAILURE TO COMPLETE PURCHASE.** If Purchaser 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 in which Purchaser signs this agreement, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Retailer may keep that portion of Purchaser's cash deposit which will adequately compensate Retailer for Retailer's consequential damages, incidental damages, and all other damages, expenses or losses which Retailer incurs because Purchaser fails to complete Purchaser's purchase. Purchaser agrees, however, that this agreement shall not be interpreted as containing a liquidated damages provision. If Purchaser has not given Retailer a cash deposit or it is inadequate and Purchaser has given Retailer a trade-in, Retailer may sell the trade-in at public or private sale, and deduct from the money received an amount that will adequately compensate Retailer for any and all of the above mentioned damages, expenses, and losses incurred because Purchaser failed to complete this purchase. Purchaser understands that Retailer 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 Retailer prevails in any legal action which Retailer brings against Purchaser, or which Purchaser brings against Retailer, concerning this agreement, Purchaser agrees to reimburse Retailer for your reasonable attorneys' fees, court costs and expenses which Retailer incurs in prosecuting or defending against that legal action.
- 7. CHANGES BY MANUFACTURER.** Purchaser 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 Retailer nor the manufacturer are obligated to make the same changes in the unit Purchaser is purchasing and covered by this order, either before or after it is delivered to Purchaser.
- 8. DELAYS.** Purchaser will not hold Retailer liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond Retailer's control.
- 9. INSPECTION.** Purchaser has examined the product and finds it suitable for Purchaser's particular needs. Purchaser has relied upon Purchaser's own judgement and inspection in determining that it is of acceptable quality. On the special unit ordered, Purchaser has relied on Purchaser's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Retailer by the Manufacturer, in making Purchaser's decision to purchase the unit described on the reverse side of this agreement.
- 10. WARRANTIES AND EXCLUSIONS. PURCHASER UNDERSTANDS SOME STATES REQUIRE THE MANUFACTURER AND RETAILER TO JOINTLY AND/OR SEPARATELY GIVE PURCHASER A WARRANTY(IES) COVERING THE MOBILE/MANUFACTURED HOME OR THAT RETAILER PERFORMS THE MANUFACTURER'S WARRANTY(IES). SOME STATES REQUIRE RETAILER TO ISSUE PURCHASER A WARRANTY(IES) COVERING ALL ALTERATIONS, AND/OR MODIFICATIONS, BY RETAILER (IF ANY) AND/OR THE MOBILE/MANUFACTURED HOME SETUP IF PERFORMED BY RETAILER. SOME STATES DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF AN IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, PURCHASER MAY HAVE OTHER RIGHTS WHICH DIFFER FROM STATE TO STATE. PURCHASER UNDERSTANDS THAT RETAILER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FURTHER EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. RETAILER HAS GIVEN PURCHASER AND PURCHASER HAS READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED, APPLIANCE(S) AND/OR COMPONENT(S) BEFORE PURCHASER SIGNED THIS SALE AGREEMENT. THERE IS NO EXPRESS WARRANTY ON USED MOBILE/MANUFACTURED HOMES. WHILE IMPLIED WARRANTIES ON NEW AND/OR USED MOBILE/MANUFACTURED HOMES MAY BE REQUIRED BY STATE LAW, RETAILER WILL NOT PROVIDE PURCHASER WITH ANY WRITING REGARDING IMPLIED WARRANTIES.**
- 11. LIMITATION OF DAMAGES. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS TO REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, PURCHASER AGREES, THAT IF PURCHASER IS ENTITLED TO ANY DAMAGES AGAINST RETAILER, PURCHASER'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. IN ANY CASE RETAILER WILL NOT BE REQUIRED TO PAY PURCHASER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. PURCHASER ALSO AGREES THAT ONCE PURCHASER HAS ACCEPTED THE UNIT, EVEN THOUGH A WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT PURCHASER CANNOT RETURN THE UNIT TO RETAILER AND SEEK A REFUND FOR ANY REASON. SOME STATES DO NOT ALLOW THE LIMITATION OF INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES AND PURCHASER MAY HAVE RIGHTS TO OTHER REMEDIES WHICH MAY DIFFER FROM STATE TO STATE.**
- 12. INSURANCE.** Purchaser understands that Purchaser is not covered by insurance on the unit purchased until accepted by an insurance company, and Purchaser agrees to hold Retailer 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, in which Purchaser signs this agreement is the law which is to be used in interpreting the terms of the agreement. Retailer and Purchaser 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 Retailer's principle offices are located. If under state law a special dispute resolution procedure or complaint process is available, Purchaser agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Purchaser.
- 14. ONE-YEAR PERIOD OF LIMITATION.** Purchaser understands and agrees that - if either of us should breach this agreement - the other of us shall have only one year, after the occurrence of that breach, in which to commence an action for a breach of contract.
- 15. IF PART INVALID REST OF AGREEMENT SAVED.** Retailer and Purchaser agree that each portion of this agreement is independent and if any paragraph or provision violates the law and is unenforceable, the rest of the agreement will be valid.
- 16. DELIVERY AND PLACEMENT.** If Retailer has included delivery of the unit purchased in the purchase price, or if Retailer quotes a charge for delivery to Purchaser's destination, Retailer's agreement to transport the unit purchased, as well as the price quotation made, is based upon Purchaser'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. Purchaser assumes all responsibility for the proper preparation of Purchaser's property to both receive and locate the unit purchased. If Retailer must hire extra labor and/or equipment in order to deliver and place the unit purchased because of something not previously disclosed to Retailer, Purchaser will pay for all those additional costs. Purchaser understands that Retailer does not guarantee proper placement unless a concrete pier, running below the frost line, has first been prepared. Purchaser 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 home is sited. Purchaser understands that the sewer must 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 home. Purchaser understands that unless otherwise provided on the other side of this contract, the unit purchased is sold by Retailer F.O.B. Retailer's lot and Purchaser is responsible for transporting it.
- 17. CONNECTIONS, PERMITS AND CHANGES.** Purchaser understands that Retailer 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. Purchaser understands that Retailer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of restrictive zoning. Purchaser understands that Retailer is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Purchaser will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
- 18. NOTICE OF WIDTH LIMITATIONS.** Purchaser 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 movement of manufactured homes over the public highways, and the fact that special permits are required. Purchaser understands that some states, or the provinces of Canada, may not grant the required permits where the size exceeds the statutory maximum. Purchaser releases Retailer and Retailer's assigns, and the manufacturer and its assigns, from any and all demands, suits 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 or province.