



YOUR COMPANY NAME

Address
City State Zip
Phone And Fax
Advertising Line

Main contract form containing fields for purchaser information, address, vehicle specifications, pricing breakdown (base price, optional equipment, taxes, insurance), trade-in details, and signature lines for both retailer and purchaser.

ADDITIONAL TERMS AND CONDITIONS

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

1. **IF NOT A CASH TRANSACTION.** If Purchaser does not complete this purchase as a cash transaction, Purchaser, before or at the time of delivery of the unit purchased, will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance the 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 at a later date.
3. **TRADE-INS.** 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 contract. 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 contract 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. 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 contract 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 its 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. **COMPLETION OF PURCHASE.** Purchaser shall complete this purchase and agrees that any cash deposit made by Purchaser shall be held and disposed of, in accordance with the Deposit Agreement attached and made part of this Agreement. N.T.C.A., Finance Code §§ 347.303, 347.304, 347.305, 347.306, 347.501.
7. **CHANGES BY MANUFACTURER.** Purchaser understands that the manufacturer may make any changes in the model, or the 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. **WARRANTIES.** ALL WARRANTIES OF THE NEW HOME, OR ANY APPLIANCE(S) OR COMPONENT(S), ARE PROVIDED BY RETAILER TO PURCHASER IN A SEPARATE DISCLOSURE. IF THE HOME IS USED, RETAILER WARRANTS TO PURCHASER THAT THE HOME IS HABITABLE, PURCHASER HAS 60 (SIXTY) DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT TO NOTIFY THE RETAILER OF ANY DEFECTS THAT MAKE THE HOME UNHABITABLE. FAILURE TO GIVE THIS REQUIRED NOTICE TERMINATES ANY OBLIGATIONS AND LIABILITIES OF THE RETAILER UNDER THIS PARAGRAPH. PURCHASER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED BY RETAILER FROM THIS TRANSACTION, EXCEPT FOR ANY EXPRESS WARRANTIES GIVEN TO PURCHASER BY RETAILER IN WRITING.
10. **DELIVERY AND PLACEMENT.** If Retailer has included delivery of the unit purchased in the purchase price, or if Retailer quoted 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 equipment in order to deliver and place the unit purchased because of something not previously disclosed to Retailer, Purchaser will pay for 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 reset the unit when caused by future resetting or sinking resulting from failure to provide an approved foundation. 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.
11. **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 do this work. Purchaser understands that Retailer is not responsible for obtaining health or sanitation 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.
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. **NOTICE OF WIDTH LIMITATION.** Purchaser has been informed of the length and width limitations, as of the date of this contract, 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.
14. **ENTIRE AGREEMENT.** 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 covered in this contract. Retailer and Purchaser agree that if any paragraph or provision violates the law and is unenforceable, the rest of this contract will be valid.