

CONTRACTS: SAMPLE CONTRACT FOR SALE OF LV SERIES KIT HOME

CONTRACT FOR SALE OF LV SERIES KIT HOME

THIS CONTRACT FOR SALE OF GOODS (this "Contract"), dated this ____ day of _____, 201____, is made by and between **ROCIO ROMERO, LLC**, a Missouri limited liability company (the "Seller") and _____ (the "Buyer").

WHEREAS, Seller designs, manufactures, builds, ships, and sells its LV series kit homes; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, a LV series kit home as specifically set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Sale of Goods. Seller shall sell, transfer, and deliver to Buyer the LV Series Kit Home specified in this Contract, with such materials, supplies, plans, and instructions as specifically set forth in the attached Exhibit A (the "LV Series Kit Home").

2. Consideration and Purchase Price.

(a) Buyer shall pay to Seller the total purchase price for the LV Series Kit Home (the "Total Purchase Price"). The total purchase price for the LV Series Kit Home is specifically set forth on Exhibit A.

(b) Upon execution of this Contract, Buyer shall pay to Seller a non-refundable deposit. The non-refundable deposit for the LV Series Kit Home is specifically set forth on Exhibit A (the "Deposit"). The Deposit is non-refundable to Buyer under any circumstances.

(c) Buyer shall have ninety (90) days from execution of this Contract to pay the remaining balance owed to Seller (the "Remaining Balance"). The Remaining Balance shall be the Total Purchase Price minus the Deposit plus applicable sales or use tax, which is more specifically set forth on Exhibit A. If Buyer lives outside of the State of Missouri, Buyer shall be solely responsible for paying the use tax in Buyer's home state. After the expiration of ninety (90) days, Seller shall have the right to increase or decrease the Total Purchase Price due to actual or pending changes in costs of construction material incurred by Seller as a part of Seller's performance under this Contract.

(d) Without exception, the Remaining Balance shall be paid in full by Buyer to Seller at least thirty (30) business days prior to Buyer's desired date of shipping or pick-up.

(e) The Total Purchase Price does not include shipping charges and loading fees. If Buyer picks up LV Series Kit Home from Seller, then loading fees will apply. If Seller ships the LV Series Kit Home to Buyer's address, then the Buyer and Seller shall enter into a Shipping Agreement, attached as Exhibit B, (the "Shipping Agreement") upon receipt of the Total Purchase Price in full.

(f) All payments shall be made to Seller at the mailing address listed in Section

3. Custom Design Services. Following the execution of this Contract by both parties, if Buyer requests specific custom design services for the LV Series Kit Home, Buyer and Seller shall enter into a Contract for Custom Design Services, attached as Exhibit C. Buyer shall pay Seller any and all additional fees for any such custom design services, in addition to all fees due under Section 2. Once

custom design and engineering services are completed, Seller may have to modify the materials, supplies, plans, and instructions as set forth in Exhibit A.

4. Delivery as Receipt. The LV Series Kit Home shall be deemed received by Buyer either (i) when Buyer obtains the LV Series Kit Home from Seller's location at PCR 810, Perryville, Missouri 63775; or (ii) when the LV Series Kit Home is delivered to Buyer's address as set forth in the Shipping Agreement. Upon delivery to Buyer's address, Buyer is solely responsible for unloading the LV Series Kit Home from Seller's truck with Buyer's equipment and in a timely manner as further set forth in the Shipping Agreement.

5. Risk of Loss. Title shall remain with Seller until delivery of the LV Series Kit Home to Buyer. The risk of loss from any casualty to the LV Series Kit Home shall be the responsibility of Seller or Seller's transportation provider until the LV Series Kit Home has been delivered to Buyer. The risk of loss shall be the responsibility of Buyer upon Buyer's receipt and unloading of the LV Series Kit Home. If the LV Series Kit Home is damaged during unloading by Buyer or Buyer's hired contractor, Buyer shall bear the cost of the damage.

6. Right of Inspection. Buyer shall have the right to inspect the LV Series Kit Home upon receipt. Buyer must give written notice to Seller within sixty (60) days of receipt of any problems, claims, or damages due to the condition, quality, or grade of the delivered goods, and Buyer must specify the basis of the claim in detail. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance by Buyer of the LV Series Kit Home.

7. Seller's Instructions and Plans. Buyer acknowledges that Seller is providing documents to assist Buyer with necessary pre-construction preparations. Buyer specifically acknowledges that the documents provided by Seller are to be used only for construction of one (1) LV Series Kit Home using the kit of parts supplied by Seller. Use of any or all of the documents, instructions, and/or plans provided by Seller for any reason other than the construction of the one (1) LV Series Kit Home provided by Seller is strictly prohibited. Buyer further agrees that it shall not reproduce, sell, transfer, exchange, publish, or cause to be published or posted in any public or private forum or print or electronic media, any of the documents, plans, instructions, or aides provided by Seller.

8. National Building Code Standards. Seller warrants that the structural design of the LV Series Kit Home complies with or exceeds National Building Code Standards. It is the responsibility of Buyer to ensure that all mechanical and electrical installations and glass installations meet or exceed National Building Code Standards and all applicable state and local codes, restrictions, and laws governing its erection in the location chosen by the Buyer. Seller is not responsible for any inability of Buyer to build the LV Series Kit Home in Buyer's desired location.

9. Good Title and No Encumbrances. Seller warrants that the title conveyed shall be good and its transfer is rightful. Seller warrants that at the time of signing this Contract and at the time of delivery to Buyer, the LV Series Kit Home is free from any security interest or other lien or encumbrance, and Seller neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of Seller.

10. Warranty. Seller warrants that the LV Series Kit Home shall meet the specifications described in this Contract, and the LV Series Kit Home shall be free from defects in materials and workmanship, and that the materials included shall conform to the requirements of the order that has been agreed upon by the parties. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

11. Parties' Addresses. Any shipments, mail, notices, or payments required hereunder shall be hand-delivered or sent by United States Mail as follows:

Buyer Mailing Address: _____

Buyer LV Series _____
Kit Home Address _____

Seller Mailing Address: Rocio Romero, LLC
4579 Laclede Ave. #132
St. Louis, MO 63108

Seller Physical Address: Rocio Romero, LLC
PCR 810
Perryville, MO 63775

12. Failure to Perform. Seller shall be excused for any delay or failure to perform due to fire, act of God, or similar catastrophe, strike, or labor trouble affecting Seller or Seller's suppliers or subcontractors, or any other cause beyond Seller's control.

13. Termination.

(a) Either party has the right to terminate this Contract upon written notice to the other party. If Buyer terminates this Contract after Buyer has paid the Deposit, Seller shall retain the full amount of the Deposit. If Seller terminates this Contract after Buyer has paid the Deposit, the Total Purchase Price, and/or the shipping charges, Seller shall refund the Remaining Balance and/or shipping charges to Buyer.

(b) In the event that Buyer executes this Contract and pays the Deposit to Seller, but Buyer does not pay the Total Purchase Price in full within three (3) years of the Contract execution date, then this Contract shall be terminated and Seller shall have no further obligation to Buyer under this Contract.

14. Assignment. Buyer may not assign its rights or delegate its performance under this Contract without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

15. Breach of Contract. In the event of any breach of this Contract by any party hereto, the non-breaching party shall have all remedies allowed by applicable law or in equity, including specific performance. In the event an action is brought by virtue of breach of the terms and provisions hereof, then the prevailing party in any such action shall be entitled to recover its reasonable costs and expenses incurred by virtue of such breach, including reasonable attorney fees, from the non-prevailing party.

16. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties to this agreement, their heirs, executors, administrators, successors, and assigns.

17. Severability. This Contract shall be performed and shall be enforceable to the full extent permitted by applicable law. The illegality, invalidity, waiver, or unenforceability of any paragraph, clause, or provision of this Contract shall not affect the legality, validity, applicability, or enforceability of any other paragraph, clause, or provision of this Contract or of the Contract itself, unless such illegality, invalidity, or unenforceability would defeat an essential business purpose of this Contract. Such unenforceable

provision shall be automatically amended so as to conform to the applicable laws while maintaining as closely as possible its initial purpose.

18. Entire Agreement. This Contract constitutes the entire agreement between the parties, and there are no representations, warranties, or conditions express or implied statutory or otherwise, other than those contained in this Contract. This Contract may not be modified or terminated orally, and no modification, termination, or attempted waiver shall be valid unless in writing signed by both parties.

19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, and Perry County, Missouri shall be the exclusive venue of any dispute arising hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:

ROCIO ROMERO, LLC
a Missouri limited liability company

By: _____
Name: Rocio Romero
Title: Principal

BUYER:

Print Name: _____