

MANUFACTURED HOME PURCHASE ORDER AND FEDERAL DISCLOSURE STATEMENT

PURCHASER: _____ DATE: _____
ADDRESS: _____ PHONE: _____
CITY: _____ STATE: _____ ZIP: _____ SALESPERSON: _____

Subject to the terms and conditions stated on both pages of this agreement Seller agrees to sell and Purchaser agrees to purchase the following MFD./MBL. Home:

MAKE	MODEL	BDRM.	(not incl. Tow Bar/Eves.) L. W.	Home is	LOCATION
SERIAL #	APPROX DEL DATE	HUD #		DT. OF MFG	
THE COST OF THE MFD./MBL. HOME EXCLUDES THE LISTED PRICES FOR THESE ITEMS _____ TOW BAR, _____ WHEELS, _____ HUBS, _____ TIRES, _____ AXELS					
SQ. FT LIVING AREA DATE MFD. ORD. ESCROW OPEN STK #/OTHER					
MFD. HOME PRICE					

ITEMIZED ACCESSORIES AND THEIR COSTS: (SEE ADDENDUMS)

DESCRIPTION OF TRADE-IN				TOTAL ACCESSORIES (OUTSIDE HOME) _____			
MAKE		MODEL		BDRMS.		TOTAL MFG. HOME AND ACCESSORIES _____	
LICENSE #		SERIAL #		COLOR		SALES TAX _____	
PAYOFF		ACCOUNT #		TRANSFER FEES _____		INSURANCE PREMIUM (ONLY IF SOLD BY DEALER) _____	
LIENHOLDER: ADDRESS/PHONE				ESCROW FEES _____		APPRAISAL FEES _____	
VENTILATION IMPROVEMENT - NEW ONLY I HAVE RECEIVED VENTILATION IMPROVEMENT INFORMATION FOR THIS MFD./MBL. HOME BUYER'S SIGNATURE _____				OTHER FEES _____		LOAN FEES _____	
THE MANUFACTURER STATES THAT INSULATION HAS BEEN INSTALLED IN THIS HOME AS FOLLOWS (NEW ONLY)				1. TOTAL CASH PRICE		ALLOWANCE ON TRADE-IN _____	
	TYPE	THICKNESS	"R" FACTOR	LESS BAL. DUE ABOVE _____		NET ALLOWANCE _____	
ROOF				PAID HEREWITH		2. LESS BUYERS DOWN PAYMENT	
EXTERIOR WALLS				3. UNPAID BAL. ON CASH SALES PRICE		4. FINANCE CHARGE	
FLOOR				5. ANNUAL PERCENTAGE RATE		6. TOTAL PAYMENT AMOUNT (3 + 4)	
THE DEALER CERTIFIES THAT THE INSTALLATION CONTRACTOR IS:				7. TOTAL DEFERRED PAYMENT PRICE (2+6) _____		PAYABLE AS FOLLOWS:	
NAME		LICENSE #		BUS. ADDRESS		CITY	
STATE, ZIP		INSURANCE NOTICE		WARNING ñ Unless a charge is included in this Agreement for Public Liability or Property Damage Insurance, Payment for such Coverage is not provided by this agreement.		In the event the manufactured home cannot be delivered "and/or" inspection completed within the agreed delivered time due to nonperformance by the buyer, buyer agrees to one of the following at the option of seller, either (1) to pay_____ in charge per day until manufactured home installation acceptance or certification of occupancy is obtained in additional to all other consideration owing or (2) pay the sum of _____ in lieu of total consideration.	
NOTICE: NO PERSON IS REQUIRED AS A CONDITION PRECIDENT TO FINANCING THE PURCHASE OF A MANUFACTURED HOME TO PURCHASE INSURANCE THROUGH A PARTICULAR INSURANCE AGENT OR BROKER.							

NOTICE TO BUYER: (A) DO NOT SIGN THE PURCHASE AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (B) YOU ARE ENTITLED TO A COMPLETED FILLED-IN COPY OF THAT AGREEMENT AND, IF PURCHASING A MANUFACTURED/MOBILE HOME COVERED BY A WARRANTY, A COPY OF THE WARRANTY. Complaints concerning the purchase of a manufactured/mobile home shall be referred to the dealer. If it is not resolved, the complain may be referred to the Department of Housing and Community Development, Division of Codes and Standards, Occupational Licensing, (the current address and phone number must be given to the buyer.) A failure to disclose pursuant to this section shall not be the basis for recession of a conditional sales contract.

The Manufactured Home that I am purchasing will be used as a residence. I further certify than I understand that if subject Manufactured Home is used for any purpose other than a residence, I may be liable, to the State or Board of Equalization for the tax measured by the amount exceeded pursuant to this certificate.

PURCHASER _____ DATE _____

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY THE PURCHASER

The Purchase Order is subject to credit approval and is not binding unless signed by an authorized representative of seller. Purchaser certifies that he is of legal age, and agrees to sign a Security Agreement according to the terms herein in the event payment figures on a trade-in toward the purchase of a Manufactured or Mobile Home are more than quoted by the Purchaser. The Purchaser hereby agrees to pay this excess on demand.

ALL TERMS AND CONDITIONS SET FORTH ON THE OTHER PAGE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND ARE FULLY APPLICABLE AS THOSE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT.

SELLER _____ DATE _____ PURCHASER _____ DATE _____

SELLER _____ DATE _____ PURCHASER _____ DATE _____

This Agreement is for the protection of both parties. No changes permitted!

ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed:

The order on the first page hereof is subject to the following terms and conditions, all of which have been mutually agreed upon.

1. Purchaser assumes all responsibility for the proper preparation of his property to both receive and locate the said manufactured home by _____ (date).

In the event an impediment not previously disclosed to the dealer requires hiring of extra labor and equipment, the customer herewith agrees to to pay for all such additional costs.

In the event placement is not made in a standard mobilehome park, dealer will furnish up to _____ feet of plastic sewer line and _____ feet of water line without charge. Sewer must be stubbed out from the ground, water line must be tapped and electric line connected to meter pole with proper receptacle within _____ feet of the electric box in or on home. All utility connections must be within the rear one third, on the left side of the manufactured home as required by the California Department of Housing and Community Development.

In the event the dealer is unable to effect hook-up of sewer, gas, water, or electricity upon delivery due to non- availability, purchaser assumes all responsibility for the costs of connection and operation above.

Purchaser assumes all responsibility for the proper preparation of his property to receive and locate the said unit. Purchaser agrees to pay transporter and/or dealer _____ per man hour for any delay in delivering manufactured home to purchasers chosen site caused by Purchaser not having all necessary site preparation ready thus causing delay in transporting the manufactured home from the last state, county, or city road to site. If ingress roads form last paved state, county, or city roads are too soft, steep, or narrow for towing vehicle to place manufactured home placed on Purchaser's chosen site. Transporter and/or dealer shall not be liable in any way for physical damage incurred to either the exterior or interior of the above manufactured home or to any personal property which exists on or above the area required to access once the manufactured home leaves a designated developed road, street, or highway, however, transporter and/or dealer is liable for any damage that might occur while on a state, county, or city road.

2. Parties understand that seller shall retain title to the manufactured home until payment in full of the entire purchase price whether or not possession of the manufactured home has been transferred to buyer. Retention of such title shall in no way relieve buyer form any obligations under the terms of the agreement, nor shall it require seller to incur any additional liability or obligation concerning this agreement for sale of the manufactured home.

3. In the event of default by purchaser upon any of the terms of this agreement and without notice to buyer, seller may declare the entire unpaid balance of this agreement immediately due and payable. Seller shall be entitled to all relief granted seller by law and choice of one remedy by seller shall not be deemed a waiver by the seller of any other right or remedy which has, but all of its remedies shall be cumulative and, shall include, in addition to any other rights or remedies to which seller is entitled under law the following: (i) to immediately take possession of the manufactured home (ii) to sell the same in accordance with California law applying the proceeds of said sale as required under California law.

4. Should the security represented by the manufactured home, in fact, be impaired, seller may sue buyer for the entire unpaid balance owing from buyer to seller on the contract.

5. Should there be substantial damage to the manufactured home upon repossession, buyer will be obligated for the difference between the amount owing to the seller and amount obtained form any repossession sale.

6. The manufactured home herein is shall remain personal property and will not be placed on a foundation system, becoming affixed to or become any part of any real property without express written consent of seller until payment of the entire balance as set forth in this agreement. Failure to comply with this paragraph shall constitute a breach of this agreement giving rise to all remedies made available to the seller as herein above set forth.

7. With regard to any trade-ins buyer represents that he has fully disclosed the owner and all lien holders together with the amount of any lien upon said trade-in item. Should any lien not be listed or the amounts of same be inaccurate, buyer shall, as a condition of the completion of this agreement, place the seller in the same position had said representations in fact been true, which may include but shall not be limited to payment of any excess indebtedness owing on said trade-in.

8. In the event of delay in delivery of the manufactured home due to fire, strikes, acts of God or any other delay not occasioned by an action of seller, such delay shall not result in either buyer being able to avoid completion of his contract or buyer being able to obtain damages against seller. Upon conclusion of such delay the agreement shall be completed by seller.

9. The parties understand that it may be necessary to obtain permits to move the manufactured home on the public highways and both parties shall take all actions necessary to effectuate same.

10. Any movement of the manufactured home by buyer from its designated location shall constitute a breach of this agreement, giving rise to all of the remedies made available to seller herein above set forth.

11. Buyer understands that the taxation of the manufactured home may be in-lieu or local property taxation.

12. The parties understand and agree that seller may transport and/or deliver and/or set up the manufactured home or, buyer may directly deliver and set-up same or designate and supervise the delivery and set-up of same as more particularly set forth on the first page hereof.

13. All liens, including secondary lien holders, shall be designated on the first page hereof.

14. Time is specifically declared to be the essence in this agreement.

15. Acceptance of partial or late payment called for herein does not waive, on the right to receive all other payments on time and in full. No changes in any of the terms of this agreement will be valid unless made writing and signed by both parties.

16. In the event a court of competent jurisdiction declares one or more of the provisions of this agreement to be invalid, the remaining terms of this agreement shall continue to be in full force and effect.

17. This agreement shall be binding upon and shall enure to the benefit of the parties hereto, their heirs, assigns and successors in interest. The parties, however, agree that buyer may not designate a new buyer at any time during the contract term without the express written consent of seller.

18. In the event of breach of any of the terms of this agreement, or shall it become necessary for either party to seek legal redress against the other to enforce any of the terms of this agreement, the party not in default shall be awarded reasonable attorney's fees and court costs as well as any other damages to which it may be entitled.