

**DEALER INFO MUST  
BE INSERTED HERE**

July, 2004 Manufactured Housing Division  
of the Department of Business and Industry  
**Purchase Contract USED Homes**  
This is a legal and binding Contract if you do not  
understand it you should contact an Attorney  
Page 1 of 3, Plus Applicable Supplements

Phone:	DATE:	Salesperson:
Buye(s):		Dealer License:
Address:	City:	State: Zip:

Dealer acts as agent for both buyer and seller unless otherwise disclosed in writing.

Purchasers agree to purchase and seller agrees to sell the property described below subject to the following terms and conditions.

Year	Manufacturer	Listing #
Size	Serial Number	Bed Bath
Closing Date	Physical Location:	
Base Price of Unit: \$	Earnest Money: \$	Document Fees: \$
Options Pg 3: \$	Trade Net Pg 3: \$	Insurance: \$
Sales Tax: \$	*Additional Down: \$	Tax/Rent Prorate: \$
Total Cash Price: \$	Total Down Payment: \$	\$
Unpaid Balance of Cash Price: \$		Total Other Charges: \$

**Supplement "A" WALK-THROUGH and POSSESSION RECEIPT must be signed by all parties to complete this transaction**  
**Supplement "B" Disclosure of Estimated Charges and Terms must be completed and signed by purchaser to complete this transaction**  
**Supplement "C" DELIVERY/ SETUP must be added to this contract if DELIVERY AND INSTALLATION is included in agreement.**

**ADDITIONAL TERMS:**

\*Additional Down Due by \_\_\_\_\_

This contract contains the entire agreement between Dealer and Buyer, and no other representation or inducement has been made that is not contained in this contract. Buyer confirms he has reviewed **ALL THREE (3) PAGES PLUS APPLICABLE SUPPLEMENTS** of this purchase contract and has obtained any legal, tax or other professional advice Buyer may desire. Buyer and Dealer agree that each portion of this contract is independent of any other portion and that if any portion of this contract is found to violate the law or to be unenforceable, the remainder of this contract is valid.  
**Do not sign this agreement if it contains blank spaces.**

**DEALER MUST PROVIDE A SIGNED COPY OF THIS AGREEMENT TO BUYER AT TIME OF SIGNING BY DEALER AND BUYER. BUYER ACKNOWLEDGES READING AND UNDERSTANDING THE CONTENTS OF THE AGREEMENT.**

<b>Licensee</b>	<b>Date</b>
Buyer SSN	Date
Buyer SSN	Date

**THIS AGREEMENT IS NOT BINDING UNTIL LICENSEE, BUYER AND SELLER HAVE SIGNED AND DATED THE AGREEMENT**

**DEALER MUST PROVIDE ADDITIONAL COPY OF AGREEMENT TO BUYER AS SOON AS PRACTICABLE AFTER SELLER SIGNS**

**Acceptance subject to:** This offer must be submitted to Owner within five (5) days after the offer is made. Seller signatures below constitute acceptance of entire contract. Any modification to original agreement by the Seller must be initialed and dated by Buyer.

OwnerSeller	Date	Time:
OwnerSeller	Date	Time:



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**CLOSING DATE OF LOAN:** If Buyer is obtaining a loan, Buyer shall comply with all terms and conditions of such loan, including payment of all closing costs. Buyer shall provide certified funds on or before the closing date. Buyer and Dealer hereby agree that the transaction is closed when the documents are executed pursuant to Chapter 489 of NRS and NAC.

**OWNERSHIP:** Buyer understands that Buyer is not the legal owner of the home until closing. Buyer shall not enter the premises or allow any other person to enter the premise before the closing without written permission from Dealer and Seller. Buyer shall indemnify and hold Dealer and subcontractors harmless for any and all injuries or damages resulting from entry on the premises by Buyer or Buyer's representatives and guests.

**POSSESSION AND KEYS:** Possession and occupancy will be delivered to Buyer upon completion of walk-through and final funding. Dealer shall provide keys and/or a means to operate entry locks. Dealer will process title documents and submit title documents to Manufactured Housing Division pursuant to Chapter 489 of NRS

**BUYER AND DEALER COOPERATION:** After closing and throughout any warranty period, Buyer and Dealer agree to cooperate in scheduling appointments and making the home accessible to contractors during regular business hours (8 a.m. to 5 p.m., Monday through Friday). Unless otherwise required by law, Dealer has no obligation to correct any item not caused by deficient workmanship or materials. Buyer understands that delays completing agreed-upon repairs may occur due to third parties' time schedules not controlled by Dealer.

**AGENCY RELATIONSHIPS:** Buyer understands that Dealer may be bound by a listing agreement with Seller to act as a representative of the Seller. Buyer is encouraged to consult an attorney before signing this contract. For the purposes of this contract, a signature by a licensee employed by the Dealer constitutes a signature by the Dealer.

**DESCRIPTION OF TRADE-IN**

MANUFACTURER		YEAR		Trade Allowance \$	
TITLE #		SERIAL #		Balance Owed \$	
BEDROOMS		BATHS		Net Allowance \$	
LIENHOLDER					

**OPTIONS (See page 1)**

Description of Items or Services	Non-Taxable	Taxable
<b>TOTAL OPTIONS (Transfer to page 1)</b>		

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Licensee \_\_\_\_\_

Dealer # \_\_\_\_\_



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**Supplement B**

**SUPPLEMENT "B" DISCLOSURE OF ESTIMATED CHARGES AND TERMS**

To be completed before close

**A Dealer cannot REQUIRE specific lenders or specific insurance carriers  
Buyers may obtain loan and insurance services of his/her choice.**

**ESTIMATED PAYMENT TO LENDER:** If Buyer chooses to finance (Borrow) a portion of the purchase price to complete the purchase of this home, then Buyer's credit information was submitted to the following lender as well as possibly others.

Proposed Lender for this transaction \_\_\_\_\_

The proposed lender is willing to extend the Buyer the following amount of money to complete this purchase only if the Buyer is willing to make the following payments to repay this loan.

Estimated Loan Amount for purchase of Home \$ \_\_\_\_\_ Initial \_\_\_\_\_

Estimated Monthly Payment Amount \$ \_\_\_\_\_ Initial \_\_\_\_\_

**PROPOSED INTEREST RATE AND TERM:** The above payment was calculated based on the lender's charge for the use of the funds stated as the "Loan Amount" over the following term of repayment.

Length of loan in months \_\_\_\_\_ and based on an Annual Percentage Rate (APR) of \_\_\_\_\_.

**ESTIMATED PAYMENT TO LANDLORD:** If Buyer chooses to remain in the park where the home is located, the park is allowed to require that the Buyer apply for Park Approval. This requires that the Buyer, as well as other family members and pets, if any, meet in person with a representative of the park. At this meeting the park will disclose what the current charges will be for your location and circumstances. Our current Estimate for the Monthly space rent is: \$ \_\_\_\_\_

**UTILITY'S AND THEIR COSTS:** The cost of utilities are almost always in addition to other charges and will vary from one family to another. Some of the utilities or other costs that you may need to consider are:

Power	Gas	Telephone
Water	Sewer	extra pets
Garbage	Cable TV	

**ESTIMATED PERSONAL PROPERTY TAXES:** Personal Property Taxes are similar to "Real Property" taxes except that for Manufactured Homes they will generally go down each year. They are usually considerably less than "Real Property" taxes and are usually charged either by the Year or Quarterly, instead of monthly. In Nevada the Tax year runs from July 1 of one year through June 30 of the next. The State requires that all Property Taxes for the Current Tax year be paid before the Title of a Manufactured Home may be transferred.

Your portion of the current year taxes are Estimated to be \$ \_\_\_\_\_ Initial \_\_\_\_\_

**HOME WARRANTY INSURANCE:** Home Warranty contracts are available for homes that meet the standards for these companies and for buyers that choose to purchase the policy prior to the close. This is intended to protect these companies from potential losses from Buyers that choose to purchase the contract after they take possession and experience some type of warranty problem. The costs for one year of coverage ranges from \$250 to \$500 depending on the choices you make. These contracts usually charge a "Service Charge" of from \$35 to \$75 each time they are used.

**LENDER REQUIREMENTS TO CLOSE:** Each Lender has a different process to determine if they would be willing to make Home loans. The following is a partial list of the type of requirements that a Lender may require to help them decide to loan you money to purchase your home:

Verification of all Income	Credit References	Proof of Employment
Proof of Down payment	Credit Report	Proof of Deposit
Landlord Verification	Bank Statements	Proof of Paid Debts
Drivers License	Social Security	Personal References

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Licensee \_\_\_\_\_

Dealer # \_\_\_\_\_

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**Supplement C**

**Supplement C DELIVERY AND INSTALLATION (if applicable)**

This contract contains all essential services and elements to complete the installation of the home and meets all requirements to pass inspections required by state laws and regulations unless otherwise noted in this contract. To help ensure prompt delivery and proper installation of your home, there are certain responsibilities that must be fulfilled by both you and your Dealer for the work to be done properly. Please read the following provisions carefully. If you have any questions, please ask your sales representative.

**WE, AS YOUR DEALER, ARE RESPONSIBLE FOR THE FOLLOWING:**

1. Blocking and leveling of the home to State's code or manufacturer's code.
2. The connection of above-ground utilities, as agreed upon in the contract, up to a maximum of \_\_\_\_\_ feet of materials, to existing codes.
3. Any applicable inspections.

**You, as Buyer, agree that if MORE than the maximum of \_\_\_\_\_ feet of above-ground utility materials are needed for proper installation of the home, you will pay, at the time of installation, the following charges or allow them to be included in your financing request:**

A. Electrical, 100 AMP	\$ _____	Per Ft.	E. Water	\$ _____	Per Ft.
B. Electrical, 200 AMP	\$ _____	Per Ft.	F. Gas	\$ _____	Per Ft.
C. Sewer	\$ _____	Per Ft.	G. Telephone	\$ _____	Per Ft.
D. Television cable	\$ _____	Per Ft.	H. Required flood-plain or perimeter blocking	\$ _____	Actual Cost

This contract  **DOES**  **DOES NOT** contain a line-item charge, in the amount of \$ \_\_\_\_\_, for "materials." Any unused portion of this money will be returned to Buyer after the installation is completed and the installation crew is paid. If Buyer believes that the utility or other costs will exceed this amount, Buyer should advise the salesperson immediately so this figure may be adjusted. Buyer understands that Dealer cannot be held responsible for delays caused by weather, accidents, strikes, fires, equipment failure, delays by the manufacturer or any other cause beyond Dealer's control.

**YOU, AS BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:**

1. Arranging for utility service to be turned on at the time of installation, as set forth below.
2. (A)  Obtaining the necessary permit for the placement of your home; or  
(B)  Authorizing Dealer to obtain the permit. I hereby agree to pay for the permit and any tap-on development fees.
3. Verifying that your home is compatible with the lot, CC&Rs, deed restrictions, zoning laws and the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site-preparation costs not included in this contract and excessive trenching for utilities, as necessary. You are also responsible for any additional expenses, such as a loader, bulldozer or similar heavy equipment that may be needed to properly install your home on your site. For your protection, Dealer advises you to have a compaction test done on the soil to determine compatibility. Dealer can arrange for this test to be done, at your expense. If you act against Dealer's advice and choose not to have a compaction test done, you agree that YOU will be responsible for any problems that a compaction test would have revealed. Improper soil compaction can lead to such problems as unlevelled conditions, settling, tape or texture cracking, etc.
4. Making sure there is adequate access for the home to be properly installed. If the lot is not ready for installation of your home and the workers are required to wait, there will be a charge of \$ \_\_\_\_\_ per hour for each worker.
5. Making sure the electrical power pedestal is installed with meter base, breaker box and necessary (size \_\_\_\_\_ AMP) breaker, within \_\_\_\_\_ feet of the home's electrical service, unless otherwise agreed upon.
6. Making sure the water, septic tank or sewer connection is within \_\_\_\_\_ feet of the home's connection point, and your portion must be preinstalled to the proper code. For assistance, please contact your licensed contractor.
7. Contracting with and paying a licensed contractor for gas plumbing, testing of appliances and gas hookup if Dealer or installation company is not licensed for gas plumbing, testing of appliances and gas hookup. It is not the responsibility of Dealer to complete such work under this contract. Dealer is not responsible for any work done by outside contractors unless Dealer is specifically licensed by the appropriate governing agency.
8. Arranging for phone service and the installation of phone and television jacks.
9. Being available to assist in placing the home to your requirements and to accept delivery. Rental community installation sets are usually assisted by the manager and must be installed to the community standards. You must inquire about these requirements.
10. Allowing \_\_\_\_\_ working days after delivery (\_\_\_\_\_ additional days for drywall homes) before planning to move into your new home. A land or home purchase may take up to \_\_\_\_\_ days after delivery for move in.

Buyer	Date	Buyer	Date
Licensee _____		Dealer # _____	
Home Phone _____	Work Phone _____	Other _____	
Delivery Address _____			
Directions _____			