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Mobile Home Purchase and Sale Agreement

The undersigned Seller agrees to sell and the undersigned Buyer agree to buy the herein described property on the terms and conditions set forth as follows.

Date _____

Description of Mobile Home to be Purchased:

- A. Model: _____ Year: _____
- B. Serial No. _____
- C. Number of bedrooms: _____
- D. Approximate length: _____ Approximate width: _____
- E. License No. _____
- F. Color: _____
- G. Purchase Price: _____

1. Payment

Buyer has given Seller/Seller's Agent/Seller's Attorney a deposit in the amount of \$_____, receipt of which is hereby acknowledged by Seller. Seller shall return the deposit to Buyer in the event Buyer cannot obtain financing for the purchase of the manufactured home. The balance of the purchase price will be paid at the closing. In the event Buyer defaults under the terms of this Agreement, Buyer shall forfeit all deposits. The forfeiture of earnest money does not necessarily relieve Buyer of their obligation to Seller.

2. Conveyance and Closing Date

Seller shall convey ownership and title by Bill of Sale. Delivery of the Bill of Sale and keys is to be made at (**indicate place of delivery**) _____ on _____.

3. Condition of Property and Acceptance

Buyer hereby represents that the Buyer has personally inspected and examined the above-described property and accepts the property in its *as is* and present condition. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract, Seller has not made any representations concerning the present or past condition of the property.

4. Risk of Loss

Risk of loss shall be on the Seller until delivery.

5. Inspection by Buyer

Buyer reserves the right to a walk-through inspection and approval of the Mobile Home

on the day of possession and delivery. Purchase is subject to Buyer's approval of the condition of the Home prior to possession.

6. Warranty of Title and Ownership

Seller certifies the Seller is the legal owner of this Mobile Home, appliances, and/or contents. Unless otherwise noted, Seller certifies that there are no liens existing on this mobile home, appliances, or contents. Any existing liens are to be paid and satisfied by Seller prior to delivery. Seller agrees to deliver the Mobile Home to Buyer free and clear of all taxes, assessments, and liens.

7. Park Approval

Buyer's performance hereunder is subject to and contingent upon obtaining approval of the park/community where the Mobile Home is located. Seller agrees to cooperate with Buyer in applying for and obtaining any necessary or required park/community approval. Buyer agrees to begin application for park/community approval within 5 days of executing this Agreement.

8. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

10. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent to the Buyer or Seller or their respective agent or attorney to a confirmed email with acknowledgement of delivery/receipt.

11. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

12. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

13. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior

understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

15. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. Any reference to a party in this Agreement includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.

