



Sales and Purchase Contract

OFFICE ADDRESS:

Buyer(s): _____ Buyer Phone #: _____ Date: _____

Property Address: _____

Manufacturer: _____ Year: _____ VIN: _____ Size _____

This home is being sold: ☐ **Furnished** (as per the attached inventory list) ☐ **Unfurnished**

The following items will be included: Dishwasher Disposal Washer Dryer
 Refrigerator Microwave Range/Oven

This home includes all lighting fixtures, fans, carpeting, curtains, drapes, rods and hardware, steps, antennae, awnings, skirting, patio cover, shed, and carport, if now part of the home, except as follows: _____

1. **Purchase Price:** \$ _____ (DOLLARS). Subject to the securing of an occupancy agreement or lease with Park Owner. Application to community/park must be made within 7 days of the effective date. Sales are to be consummated by:

Cash Sale: Full purchase price upon execution and delivery of the usual transfer documents conveying marketable title.

Sale with Financing: Full purchase price upon execution and delivery of the usual transfer documents conveying marketable title, contingent upon Buyer's ability to obtain financing on or before the closing date. Buyer shall make application for financing within 7 days of the effective date and make diligent efforts to loan approval prior to closing date.

2. **Acceptance and Deposit:** For valuable consideration, buyer shall give USA Mobile & Manufactured Home Sales _____ days to obtain written acceptance of this offer per date signed by Buyer. If this offer is not signed by both Buyer and Seller and an executed copy is delivered to all parties by said time frame, this offer shall be deemed withdrawn, and the deposit will be returned to Buyer in full. Buyer has given USA Mobile and Manufactured Home Sales a deposit in the form of a cashier's check or wire transfer for \$ _____. Additional deposit terms: _____.

3. **Default:** In the event buyer fails to perform all obligations in this agreement within the required time frame, USA Mobile & Manufactured Home Sales shall retain deposit as liquidated damages. The forfeiture of monies does not necessarily relieve Buyer of their obligation to Seller. The Buyer shall be entitled to a refund of the deposit only if they are not approved by the park or are denied financing.

4. **Closing and Possession:** This transaction shall be closed and closing papers delivered on or before the _____ day of _____, 20____. Any extension must be agreed upon by both Buyer and Seller in writing on a sales amendment. Payments to close this transaction must be made via cashier's check or wire transfer. Seller shall convey original titles to USA Mobile & Manufactured Home Sales along with any necessary paperwork and keys on the day of closing. Seller shall give possession of Home to Buyer at closing as be responsible for all park rent and utilities prior to such date, unless otherwise agreed in writing. Seller shall leave home in clean condition and remove all personal belongings/property prior to closing.

5. **Seller Proceeds:** Seller shall receive the proceeds from the sale of the home, less liens and Seller's obligations, at the time of closing.

6. **Personal Property Taxes and Assessments:** Any taxes or assessments which become a lien on the home prior to closing must be paid in full by Seller. Any special improvements, now installed but not yet a lien, shall be assumed by Buyer.

7. **Binding Effect:** The covenants herein shall bind to the benefit of the executors, administrators, & successors of the parties.

8. **Sales Tax and Transfer Fees:** Buyer shall pay all sales tax, title transfer fees, and/or other charges identical to title transfer.

9. **Closing Fees:** Buyer shall pay to USA Mobile & Manufactured Home Sales \$959.00 for processing and closing preparation. The closing fee is to be paid at closing. If the Buyer utilizes financing, they shall remit to USA Mobile & Manufactured Home Sales a financing fee in the amount of \$250, payable at the time of closing.

10. **Condition of Property and Acceptance:** Home is sold to Buyer in "as is" condition. Buyer acknowledges that unless set forth in writing elsewhere in this contract, Seller has not made any representations concerning the present or past condition of the property.

11. **Transaction:** This sale is NOT a real estate transaction and is not governed and/or regulated as such.

By signing, both Buyer and Seller agree and certify that they have fully read and agreed to the above terms and conditions. All contracts are subject to Broker approval.

Buyer: _____

Seller: _____

Buyer: _____

Seller: _____

Date Signed by Buyer(s): _____

Date Signed by Seller(s): _____

Deposit of \$ _____ received on _____, 20____ by _____