



Information for Contract Package

(Complete "red line" items)

Date: _____

BUYER INFORMATION

Buyer _____

Co Buyer (if none, leave blank) _____

Home Phone _____

CoBuyer Work Phone (If none, leave blank) _____

CURRENT ADDRESS

Street _____

City _____ State _____ Zip Code _____

NEW PROPERTY ADDRESS

Street _____

City _____ State _____ Zip Code _____

County _____

HOME INFORMATION

Year _____ Make _____ Model _____

Size (Width) _____ x (Length) _____

of Bedrooms _____ Approx. Sq. Footage _____

Serial Number _____ Home Type (Mod/Man) _____

SALES INFORMATION

Purchase Price of Home _____

Land Cost (If none, enter N/A) _____

Buyer DOWN PAYMENT Received (If none, enter N/A) _____

Buyer DOWN PAYMENT Promised (If none, enter N/A) _____

Trade Allowance (If none, enter N/A) _____

Trade Payoff (If no trade payoff, enter \$0) _____

TRADE INFORMATION (Leave blank if no trade)

Year _____ Make _____ Model _____

Size [Ex: 14x72] (Width) _____ x (Length) _____

ADDITIONAL TERMS AND CONDITIONS

Buyer understands that the term "home" used in this agreement describes the Home or any item or combination of items as described in this agreement, SUPPLEMENTAL OPTIONS SHEET, Customer Specification Sign-Off Sheet and Arbitration. Buyer further agrees:

- 1. FAILURE TO COMPLETE PURCHASE:** If buyer fails or refuses to complete this purchase within the time frame specified in this contract or as specified in the Uniform Commercial Code of the state in which Buyer signs the contract, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price, Seller may keep that portion of Buyer's deposit which will adequately compensate Seller for Seller's actual, consequential, and incidental damages, and all other damages, expenses or losses which Seller incurs because Buyer failed to complete Buyer's purchase. If Buyer has not given Seller an earnest money deposit or it is inadequate, and Buyer has given Seller a trade-in, Seller may sell the trade-in at public or private sale, and deduct from the money received an amount that will adequately compensate Seller for any of the above mentioned damages, expenses and losses incurred because Buyer failed to complete this purchase. Retention of any portion of the earnest money deposit or the application of sales proceeds shall be in addition, and not to the exclusion of, any other remedies Seller may have at law, and this contract shall not be interpreted as containing a liquidated damages provision. Buyer understands that Seller shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect "liquidated damages" under Section 2-718. BUYER UNDERSTANDS AND AGREES IF BUYER FAILS OR REFUSES TO COMPLETE THIS PURCHASE WITHIN THE TIME SPECIFIED IN THIS CONTRACT OR AS SPECIFIED IN THE UNIFORM COMMERCIAL CODE, SELLER SHALL HAVE THE RIGHT TO INSTITUTE LEGAL ACTION TO RECOVER SELLER'S ACTUAL DAMAGES CAUSED BY BUYER'S BREACH AND/OR OBTAIN SPECIFIC PERFORMANCE OF THIS CONTRACT. If Seller prevails in any legal action which Seller brings against Buyer, or which Buyer brings against the Seller, concerning this contract, Buyer agrees to reimburse Seller for Seller's reasonable attorneys' fees, court costs and expenses which Seller incurs in prosecuting or defending against that legal action.
- 2. CHANGES BY MANUFACTURER:** Buyer understands that the manufacturer may make changes in the model, or designs, or any accessories and parts from time to time, and at any time. If the manufacturer does make changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
- 3. CASH SALE:** Buyer understands and acknowledges the following Seller policy regarding cash purchases: A minimum of 50% of purchase price is due at time of home order. The remaining monies owed Seller are to be paid prior to delivery of home.
- 4. DELAYS:** Buyer will not hold Seller liable for delays caused by the manufacturer, accident, strikes, fires, or any other cause beyond Seller's control.
- 5. INSPECTION:** Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgment and inspection in determining that it is of acceptable quality. On the special unit order, Buyer has relied on Buyer's inspection of the display model(s), brochures and bulletins and/or the floor plan provided to Seller by the Manufacturer, in making Buyer's decision to purchase the unit described in this agreement.
- 6. WARRANTIES AND EXCLUSIONS:** Buyer understands that there may be written warranties covering the unit purchased, or any component(s), or any appliance(s) which have been provided by the manufacturer. Seller has given Buyer and Buyer has read and understood a statement of the type of warranty covering the unit purchased and/or component(s) and/or appliance(s) at final closing. There is no express warranty on pre-owned units, except where prohibited by law; (i) Delivery by Seller to Buyer of the warranty by the manufacturer of the unit purchased, or any component(s) or any appliance(s) does not mean seller adopts the warranty(s) of such manufacturers; (ii) Buyer acknowledges that these express warranties made by the manufacturer(s) have not been made by Seller even if they say Seller made them or say Seller made some other express warranty, and (iii) Seller is not an agent of the manufacturer(s) for warranty purposes even if Seller completes, or attempts to complete repairs for the manufacturer(s), except in WV, MS, WI or where otherwise prohibited by law. (i) Buyer understands that the implied warranties of merchantability and fitness for a particular purpose and all other warranties expressed or implied are excluded by Seller from this transaction and shall not apply to the unit or any component or any appliance contained therein, (ii) Buyer understands that Seller makes no warranties whatsoever regarding this unit or any component or any appliance therein, and (iii) Buyer understands that Seller disclaims and excludes from this transaction all warranty obligation which exceed or exist over and above the legal warranties required by applicable state law.
- 7. LIMITATION OF DAMAGES:** Except in WV and other states which do not allow the limitation of incidentals, and/or consequential damages, the following limitation of damages shall apply. If any warranty fails because of attempts at repair are not completed within a reasonable time, or any reason attributed to the manufacturer, including manufacturers who have gone out of business, Buyer agrees that if Buyer is entitled to any damages against Seller, Buyer's damages are limited to the lesser of either the cost of needed repairs or reduction of the market value of the unit caused by the lack of repairs. Buyer also agrees that once Buyer has accepted the unit, even though the manufacturer(s) warranty does not accomplish its purpose that Buyer cannot return the unit to Seller and seek a refund for any reason.
- 8. INSURANCE:** Buyer understands that Buyer is not covered by insurance on the unit purchased until accepted by an insurance company, and Buyer agrees to hold Seller harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
- 9. CONTROLLING LAW AND PLACE OF SUIT:** The law of the State in which Buyer signs this contract is the law which is to be used in interpreting the terms of the contract. Seller and Buyer agree that if any dispute between us is submitted to a court for resolution, such legal proceeding shall take place in the county in which Sellers principal offices are located.
- 10. ONE YEAR PERIOD OF LIMITATION:** Buyer understands and agrees that if either of us should breach this agreement, the other of us shall have only one year after the occurrence of that breach in which to commence an action for breach of contract.
- 11. IF PART INVALID REST OF AGREEMENT SAVED:** Seller and Buyer agree that each portion of this agreement is independent and if any paragraph or provision violates that law and is unenforceable, the rest of the agreement will be valid.
- 12. DELIVERY AND PLACEMENT:** If Seller has included delivery of the unit purchased in the purchase price, or if Seller quotes a charge for delivery to Buyer's destination, Seller's agreement to transport the unit purchased, as well as the price quotation made, is based upon Buyer's assurance that travel is along acceptable all-weather surfaced roads, fully open and accessible, from point of origin to point of delivery, during the period required for transportation. Buyer assumes all responsibility for the proper preparation of Buyer's property to both receive and locate the unit purchased. If Seller must hire extra labor and/or equipment in order to deliver and place the unit purchased because of something not previously disclosed to Seller, Buyer will pay for all those additional costs.

Signature

Signature

Date

Date



BUYER ACKNOWLEDGMENT CONSTRUCTION HOME PURCHASE

BUYER'S INITIALS	<p>SETTLEMENT ACKNOWLEDGMENT Buyer hereby acknowledges that once Certificate of Occupancy and/or final inspection has been received on Buyer's home, final payment is due. Factory service or warranty related items may need to be performed,, but do not affect final settlement on Buyer's home.</p> <p>When the Certificate of Occupancy, if applicable, has been received OR all items listed on the SUPPLEMENTAL OPTIONS SHEET have been completed, the Seller will conduct a walk-through with buyer and itemize all factory service and warranty-related items. Once final payment has been received, Buyer will then be given the keys to the home and move in. The Seller will forward the walk-through list to the factory and the factory will contact the Buyer to set an appointment for service.</p> <p>Buyer acknowledges and agrees that if Buyer delays final settlement because of factory service or warranty-related items, Buyer will be responsible for and liable to Seller for the actual costs incurred by Seller beginning the first day beyond any applicable rescission period and Seller's receipt of Certificate of Occupancy. If Certificate of Occupancy is not required or if Buyer is responsible for performance of work required to obtain the Certificate of Occupancy, Buyer will be responsible for and liable to Seller beginning the first day following Seller's completion of all items on the SUPPLEMENTAL OPTIONS SHEET.</p>
	<p>DRYWALL STRESS CRACKS: It is normal for drywall cracks to appear during the shipment and installation process. These cracks will be repaired after the home is completely set. Over time, after the home settles, new cracks can appear. This is normal with sheet rock. Buyer acknowledges responsibility for any stress cracks that appear after the customer walk through is performed. Any new stress cracks are to be considered home owners maintenance.</p>
	<p>POSITIVE DRAINAGE: To keep your home in its best condition, please be sure you follow all Home Owner Maintenance responsibilities that are listed in your new home's Home Owner's Guide and Limited Warranty Manual (Owner's Manual). After your new home is set up on your site, your local building inspector conducts an inspection of the electrical, plumbing, HVAC, home set up and proper drainage. Once all of these items pass inspection, a Certificate of Occupancy (C of O) is issued. This is your assurance that each of these items have been inspected and meets all local building codes. It is your expressibility to maintain drainage away from your home by ensuring all slopes are properly covered with appropriate vegetation; any washouts are filled, compacted, and seeded; all drains (French drains, gutter downspouts, etc.) are free of debris and can flow properly; nothing is left near the home that could trap water and prohibit drainage; and positive drainage is maintained under and around your home at all times.</p>
	<p>HOT WATER HEATER/BREAKER: <u>DO NOT</u> turn this breaker on until the hot water tank has been completely filled. Failure to do so will result in the "element" being burned and void the warranty.</p>
	<p>WELL DISCLAIMER: If well installation is a part of this contract, Seller warrants that such installation will be approved by local city state, or county inspections at the time the Certificate of Occupancy is issued. Water quality, pressure, or odor is not guaranteed by Seller after final Certificate of Occupancy is issued. It is normal homeowner's maintenance to maintain the well system, i.e. filters, etc.</p>
	<p>IT IS THE HOMEOWNER'S RESPONSIBILITY TO APPLY FOR POWER and obtain any utility easements and/or rows necessary to provide utility connections prior to start of construction. Buyer understands and acknowledges that securing power to the subject property is their responsibility and hereby holds Seller harmless for Utility Company delays and agrees to close once the Certificate of Occupancy is presented.</p>
	<p>LOT MODEL/MODEL HOMES ARE SOLD WITHOUT A COSMETIC WARRANTY: If the home purchased in this contract is a display model, Buyer hereby acknowledges and accepts the normal wear and tear associated with a display model. Buyer has inspected lot model and accepts "as is" condition.</p>
	<p>BUYER RESPONSIBLE FOR OBTAINING HOME OWNERS INSURANCE: One year paid receipt to be provided at closing by Buyer.</p>
	<p>WHEELS, TIRES, AXLES, OR FRAME USED IN DELIVERY OF YOUR HOME, REMAIN THE PROPERTY OF THE SELLER.</p>

Signature _____

Signature _____

Date _____

Date _____



BUYER INFORMATION

Buyer 1 _____ Phone _____

Buyer 2 _____ Phone _____

Make _____ Model _____ Serial Number _____

Date _____ Sales Center **Piedmont Homes of NC - Morganton**

New Home Address _____

City _____ State _____ Zip Code _____

Buyer Work Phone _____ Buyer Work Phone _____

OTHER CONTACT INFORMATION

Buyer Cell Phone _____ Buyer Cell Phone _____

Buyer Email _____ Buyer Email _____

How did you learn about Piedmont Homes of NC Modulares?

Newspaper

Radio

Internet

Referral

Drive-By

TV

I have reviewed the information listed above and the information is accurate.

Signature

Signature

Date

Date



COSMETIC WARRANTY NOTIFICATION

Prior to your taking possession of your home, Piedmont Homes of NC will perform a walk through with you. During this walk through, any and all cosmetic deficiencies will be noted and a factory work order will be sent in to the manufacturer. A copy of this work order will be mailed to you.

The manufacturer will be in contact with you to schedule this repair service. If you find additional items before this service is performed, please make a note and when the factory serviceman calls to schedule your appointment, inform the service department of these additional items. This way, all your needs can be addressed in a timely and complete manner.

Your cosmetic warranty covers a 30-Day period from the date of possession. After this period, your structural warranty, and individual warranties (appliance, water heater, heat pump, etc.) will be in effect.

Your satisfaction is our primary goal and as always, call Piedmont Homes of NC if you have any questions.

Thank you for the opportunity to earn your business.

CUSTOMER

DATE

NOTE: Any decks, porches, etc. need to cure for approximately 60 days before you water seal them. Failure to water seal these items will result in warpage of the pressure treated lumber over time.

PIEDMONT HOMES OF NC PRIVACY POLICY NOTICE

We provide you this Policy to help you understand how we protect your privacy. This Policy gives you an opportunity to make informed choices about the management of your nonpublic personal information.

Privacy Principals: Our Privacy Policy is guided by the following principles:

Information security is a priority. One of our highest priorities is information security. We regularly review our security standards and practices to protect against unauthorized access to information.

Responsible use of information is beneficial. The information you provide us is important to help us assess your request of purchase/construct a home and/or provide land improvements.

Information flow and privacy are a balance. We must meet your expectations for privacy while still managing information to conduct our business and serve you. Information must be shared to fulfill your requests, deliver products and services, reduce fraud and other risks and to comply with laws and regulations.

Information Covered by this Policy. Our Policy applies to all personally identifiable information about you that is obtained by Piedmont Homes of NC in connection with your request to purchase/construct a home and/or provide land improvements.

Information Collection. Piedmont Homes of NC collects nonpublic personal information about you from information we receive from you on Piedmont Homes of NC forms, or in other ways when you visit us in person, over the phone, through the mail, or over the Internet (such as your name, address, phone number, etc.)

Confidentiality and Security. Piedmont Homes of NC restricts access to your personal information to those employees who need to know that information to provide products or services to you. Piedmont Homes of NC maintains physical, electronic/computer, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Sharing OUTSIDE Piedmont Homes of NC and Your Opportunity to "OPT OUT." We may share any of the nonpublic personal information that we collect about you with companies or other organizations outside of Piedmont Homes of NC, including service providers such as insurance agents and warranty providers.

If you prefer that we do not disclose nonpublic information about you with companies and organizations outside Piedmont Homes of NC except information described below under "Other Information Sharing," you may opt out; that is, you may direct us not to share this information by calling us at (???) ???-????.

Other Information Sharing. We may share nonpublic personal information about you with companies or other organizations outside of American Showcase modulars as required by or permitted by law. For example,, we may share nonpublic personal information including, but not limited to, the reasons listed below.

- Fulfill your requests for products and services;
- Protect against fraud;
- Respond to a subpoena

For your protection, we require that these companies keep all nonpublic personal information secure and confidential.

Company Providing this Notice. Piedmont Homes of NC provides the Policy. Separate disclosures of additional information may be provided to you if required under applicable state law.

I received this Privacy Policy Notice on: _____, 20 _____

Signature

Signature



Authorization to Begin Construction

THIS AUTHORIZATION TO BEGIN CONSTRUCTION, hereafter "Authorization" is entered into and shall become a part of the Construction Purchase Contract, between the parties, dated _____.

Buyer hereby authorizes Seller to begin construction of the home described in the Construction Purchase Contract as of the date set forth below.

Piedmont Homes of NC
Seller:

General Manager

Buyer

Date

Buyer

Date



Authorization to Order Home from Manufacturer

THIS AUTHORIZATION TO ORDER HOME FROM MANUFACTURER, hereafter "Order Authorization" is entered into and shall become a part of the Construction Purchase Contract, between the parties, dated _____.

Buyer hereby authorizes Seller to order from the manufacturer the home described in the Construction Purchase Contract as of the date set forth below.

Piedmont Homes of NC
Seller:

General Manager

Buyer

Date

Buyer

Date