

**Form 500** In this contract the words **I, ME** and **MY** refer to the Buyer and Co-Buyer signing this contract. The words **YOU** and **YOUR** refer to the Dealer/Retailer/Seller. Subject to the terms and conditions in the Warranties and Notices, you agree to sell and I agree to purchase the following described unit.

BUYER(S) Edward William Mercer, Jr  
 ADDRESS 247 Wise Rd, Dunn, NC 28334  
 DELIVERY ADDRESS 247 Wise Rd, Dunn, NC 28334  
 DELIVERY COUNTY Harnett PHONE 910-226-4157  
 SALESPERSON Renee Thompson SALESPERSON LICENSE # 45858  
 DEALER LICENSE # \_\_\_\_\_ BROKER LICENSE # \_\_\_\_\_

**E. Pricing Itemization:**

BASE CASH PRICE	99,936.00
TAXABLE OPTIONS / IMPROVEMENTS	
TAXABLE SUB-TOTAL	
NON-TAXABLE OPTIONS/ IMPROVEMENTS	1,900.00
TOTAL BASE PRICE	
SALES TAX	2,373.37
FEE'S	
TOTAL HOME VALUE (Insurance Value)	104,204.37

**A. Manufactured Home:**  NEW  USED -- IF 'NEW':  STOCK  SPECIAL ORDER  
Fleetwood 270VE16763L 2025 3 1  
 MANUFACTURER MODEL YEAR STOCK NUMBER # BEDRMS # SECTIONS  
 PROPOSED DELIVERY DATE \_\_\_\_\_  
 FITCH SIZE \_\_\_\_\_  

Insulation Information:	LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.	CEILING			
	EXTERIOR			
	FLOORS			

INSURANCE	
EXTENDED SERVICE CONTRACT	
LENDER PREPAID FINANCE CHARGES	
TOTAL CASH PRICE	
TRADE-IN ALLOWANCE	
LESS BAL. DUE ON ABOVE	
NET ALLOWANCE	
DEPOSIT	5,210.19
ADDITIONAL CASH DUE BY:	
OTHER DOWN PAYMENT:	
REFUNDABLE DEPOSIT	
LESS TOTAL CREDITS	5,210.19

**B. Contract Options:** See attached Contract Options pages for specific optional equipment.

**C. Trade-In:** Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
 Serial # \_\_\_\_\_ Bedrooms: \_\_\_\_\_ Size: \_\_\_\_\_  
 Title # \_\_\_\_\_ Color: \_\_\_\_\_  
 Lien Holder: \_\_\_\_\_ Payoff Amount: \_\_\_\_\_  
 TRADE-IN DEBT TO BE PAID BY:  BUYER  SELLER

SALES TAX (if not included above)	
LOAN AMOUNT (including points)	
LESS LENDER PREPAID FINANCE CHARGES	
UNPAID BALANCE OF CASH SALES PRICE	5,210.18

**D. Remarks and Notices:**  
 If this contract requires the ordering of services which include, but are not limited to, an appraisal title search, survey, perc test, permits, site inspections, and soil test, I/we agree to pay for such services by having them withheld from my/our deposit. I/we understand that once such services have been ordered, payment for them are non-refundable.  
 \_\_\_\_\_ Initial \_\_\_\_\_ Initial  
 Price includes normal delivery within 50 miles. House cat, extra miles blocking not included and will be determined at site inspection.  
 At the discretion of Carco Home Center, this agreement shall be null and void or subject to price increase if I do not close within 90 days of the date of this agreement.  
**NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION AND IS THE FULL AND COMPLETE CONTRACT. THERE ARE NO ORAL PROMISES INCLUDED OR IMPLIED.**  
 NOTE: SEE WARRANTY, EXCLUSIONS AND LIMITATIONS OF DAMAGES ON PAGE FOUR

**F. Additional Information:**  
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THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME AND NO OTHER REPRESENTATION OR INDUCEMENT SPOKEN OR WRITTEN HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT.

You and I certify that the additional terms and conditions printed on all pages of this contract are agreed to as part of this agreement, the same as if printed above the signatures. My (Our) purchase of the manufactured home including optional equipment and accessories, insurance, etc. is voluntary and my trade-in is free of liens, except as noted.  
**I OR WE, ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ AND UNDERSTAND ALL PAGES OF THIS AGREEMENT.**

**I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER MAY NOT HAVE ANY OBLIGATION TO GIVE ME BACK ALL THE MONEY I PAID TO THE DEALER. I UNDERSTAND THAT ANY CHANGE TO THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT.**

DEALER WILL NOT DELIVER OR COMMENCE SETUP PROCEDURES UNTIL THE FINAL RETAIL INSTALLMENT CONTRACT THREE-DAY CANCELLATION HAS EXPIRED.

CRG  
 Retailer C. Al Parker Retailer License # 48170  
 Not Valid Unless Signed and Accepted by the General Manager of the Sales Center Identified Above  
 Accepted By: C. Al Parker Date: 10/3/2024  
 Printed Name: C. Al Parker License #: 48170  
 BUYER SIGNATURE: Edward Mercer Jr Birthdate: 3/01/1949 Driver's License # & State: 00008012958  
 CO-BUYER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
 Driver's License # & State: \_\_\_\_\_

This sales transaction has involved significant negotiations between Seller and Buyer(s). The Buyer(s) acknowledge and agree that this contract supersedes (completely replaces) all prior contracts regarding this sale, if any, which Seller and Buyer(s) have signed prior to this date.









BUYER NAME:

Edward William Mercer Jr**ADDITIONAL TERMS AND CONDITIONS**

In this contract the words, I, me, and my refer to the Buyer and Co-Buyer signing this contract. The words You and Your refer to the Dealer.

I further agree (continued from Page 1 (one) of the Contract):

1. **IF NOT A CASH TRANSACTION.** If I do not complete this purchase as a cash transaction, I know before or at the time of delivery of the unit purchased, I will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance my purchase.
2. **TITLE.** Title to the unit purchased will remain in you until the agreed upon purchase price is paid in full in cash, or I have signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to me even though the actual delivery of the unit purchased may be made at a later date.
3. **TRADE-IN.** If I am trading in a used car, manufactured home, trailer, or other vehicle, I will give you the original bill of sale or the title to the trade-in. I promise that any trade-in which I give is owned by me and is free of any lien or other claim except as noted on Page 1 (one) of this contract. I promise that all taxes of every kind levied against the trade-in have been fully paid. If any governmental agency makes a levy or claims a tax lien or demand against the trade-in, you may, at your option, either pay it and I will reimburse you on demand, or you may add that amount to this contract as if it had been originally included.
4. **REGISTRATION OR LICENSE OF TRADE-IN.** If I have a trade-in and it is registered or licensed in a state outside of the one where this order is written, I will immediately have the trade-in registered or licensed in the state you indicate and I will pay any and all expenses and registration or licensing fees required. If you handle the registration or licensing of the trade-in, I will reimburse you for the expense on demand or you may add that amount to this contract as if it had been originally included.
5. **REAPPRAISAL OF TRADE-IN.** If I am making a trade-in and it is not delivered to you at the time of the original appraisal and if later, on delivery, it appears to you that there have been material changes made in the furnishings or accessories, or in its general physical condition, you may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
6. **FAILURE TO COMPLETE PURCHASE.** If I fail or refuse 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 I sign this contract, or within an agreed-upon written extension of time, for any reason (other than cancellation because of any increase in price), you have the option to declare all unpaid balances due and take legal action to cover same, to retain the cash deposit as liquidated damages and not as a penalty or to pursue any other remedy at law or in equity, including recovery of reasonable attorney's fees. If I have given you a trade-in, you may sell the trade-in at public or private sale and, if I so elect, retain the proceeds of such sale in addition to any cash deposit, as liquidated damages. If you prevail in any legal action which you bring against me, or which I bring against you, concerning this contract or matters arising out of this contract, I agree to reimburse you for your reasonable attorney's fees, court costs and expenses which you incur in prosecuting or defending against that legal action.
7. **CHANGES BY MANUFACTURER.** I understand that the Manufacturer may make any changes in the model, or designs, or any accessories and parts from time to time, and at anytime. If the Manufacturer does make changes, neither you nor the Manufacturer are obligated to make the same changes in the unit I am purchasing and covered by this order, either before or after it is delivered to me.
8. **DELAYS.** I will not hold you liable for delays caused by the Manufacturer, accidents, strikes, fires, or any other cause beyond your control.
9. **INSPECTION.** I have examined the product and find it suitable for my particular needs. I have relied upon my own judgment and inspection in determining that it is of acceptable quality. On the special unit ordered, I have relied on my inspection of the display model(s), the brochures and bulletins and/or the floor plans provided to you by the Manufacturer, in making my decision to purchase the unit described on Page 1 (one) of this agreement.
10. **EXCLUSION OF WARRANTIES.** I UNDERSTAND THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED BY YOU FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. I UNDERSTAND THAT YOU MAKE NO WARRANTIES WHATSOEVER REGARDING THE UNIT OR ANY APPLIANCE OR COMPONENT CONTAINED THEREIN, EXCEPT THAT AS MAY BE REQUIRED UNDER APPLICABLE STATE LAW.
11. **MANUFACTURERS WARRANTIES.** I UNDERSTAND THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE UNIT PURCHASED, OR ANY APPLIANCE(S) OR COMPONENT(S), WHICH HAVE BEEN PROVIDED BY THE MANUFACTURER OF THE UNIT OR MANUFACTURER OF THE APPLIANCE(S) OR COMPONENT(S). YOU WILL GIVE ME COPIES OF ANY AND ALL WRITTEN WARRANTIES SUPPLIED BY THE MANUFACTURERS. DELIVERY BY YOU TO ME OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY APPLIANCE(S) OR COMPONENT(S) DOES NOT MEAN YOU ADOPT THE WARRANTY(S) OF SUCH MANUFACTURER(S). ACKNOWLEDGE THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY YOU EVEN IF THEY SAY YOU MADE THEM OR SAY YOU MADE SOME OTHER EXPRESS WARRANTY. YOU ARE NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF YOU COMPLETE, OR ATTEMPT TO COMPLETE REPAIRS FOR THE MANUFACTURER(S).
12. **LIMITATION OF DAMAGES.** IF THE MANUFACTURER(S) WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND SUCH WARRANTY FAILS BECAUSE OF ATTEMPT AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME OR THE MANUFACTURER(S) HAS (HAVE) GONE OUT OF BUSINESS, I AGREE THAT IF I AM ENTITLED TO ANY DAMAGES AT ALL AGAINST YOU, MY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. IN ANY CASE, YOU WILL NOT BE REQUIRED TO PAY ME ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. I ALSO AGREE THAT ONCE I HAVE ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S) WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT I CANNOT RETURN THE UNIT TO YOU AND SEEK A REFUND FOR ANY REASON.
13. **INSURANCE.** I understand that I am not covered by insurance on the unit purchased until accepted by an Insurance company, and I agree to hold you harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
14. **CONTROLLING LAW AND PLACE OF SUIT.** The law of the states in which the sales center identified on the reverse side hereof is located shall be the law which is to be used in construing and applying the terms of this contract without regard to such state's conflicts of law principles. You and I agree that if any suit between us ultimately is submitted to a court for resolution, such legal proceeding shall take place in the state court of general jurisdiction in the county in which such sales center is located. You and I agree that the provisions hereof shall not waive or affect the validity of the Arbitration Provision and Agreement which is part of this transaction.
15. **ONE YEAR PERIOD OF LIMITATION.** I understand and agree that if either of us should have a claim against the other for breach of this contract or otherwise arising out of this contract, such person or entity shall have only one year after such cause of action accrues in which to commence against the other arbitration (or other legal action if arbitration is not applicable for any reason) asserting such breach or claim.
16. **IF PART INVALID REST OF CONTRACT SAVED.** You and I agree that each portion of this contract is independent and if any paragraph or provision violates the law and is unenforceable, the rest of the contract will be valid.
17. **DELIVERY AND PLACEMENT.** If you have included delivery of the unit purchased in the purchase price, or if you quote a charge for delivery to my destination, your agreement to transport the unit purchased, as well as the price quotation made, is based upon my assurance that travel is along acceptable all-weather roads, fully open and accessible, from the point of origin to point of delivery, during the period required for transportation. I assume all responsibility for the proper preparation of my property to both receive and locate the unit purchased. If you must hire extra labor and/or equipment in order to deliver and place the unit purchased because of something not previously disclosed to you, I will pay for all those additional costs. I understand that you do not guarantee proper placement unless a concrete pier, St ate or Local Code in which the home is sited. I understand that the sewer must be stubbed out of the ground, the waterline must be capped and the electric line connected in a meter pole with a proper receptacle within 20 feet of the electric box inside of the home. I understand that unless otherwise provided on Page 1 (one) of this contract, the unit purchased is sold by you F.O.B. your lot and I am responsible for transporting it.
18. **CONNECTIONS, PERMITS AND CHANGES.** I understand that you are not permitted to make plumbing or electrical connections or connection of certain natural gas or propane appliances where state or local ordinances require a licensed plumber or electrician to do this work. I understand that you are not responsible for obtaining health or sanitation permits, nor for any local, county, or state permits required because of restrictive zoning. I understand that you are not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. I will pay the costs of any changes needed for compliance with local, county, or state laws or zoning requirements.
19. **NOTICE OF WIDTH LIMITATIONS.** I have been informed of the length and width limitations, as of the date of this contract, now enforced in the several states, or provinces of Canada, as they may apply to the movement of manufactured homes over the public highways, and the fact that special permits are required. I understand that some states, or the provinces of Canada, may not grant the required permits where the size exceeds the statutory maximum. I release you and your assigns, and the manufacturer and its assigns, from any and all demands, suits or counter-claims, based on the size of the unit purchased, if it exceeds the limitations which are now, or may later be, imposed by any state or province.
20. **MANUFACTURER.** When used herein, unless otherwise indicated by the context of such use, the term "Manufacturer" shall mean the "Factory" when the manufactured home the subject of this agreement was or is to be manufactured at a Factory represented by Retail.  
All persons signing this form: If you do not understand any term(s) or legal effect(s), seek immediate competent legal counsel.  
If home is a used or repossessed home: (Check One)  
 This home meets minimum habitability requirements.  
 This home is purchased for the purpose of repair only and not for habitation until the standards of minimum habitability are met.

This sales transaction has involved significant negotiations between Seller and Buyer(s). The Buyer(s) acknowledge and agree that this contract supersedes (completely replaces) all prior contracts regarding this sale, if any, which Seller and Buyer(s) have signed prior to this date.

Initials: EM



## MANUFACTURED HOME DISPUTE RESOLUTION PROGRAM

REGULATIONS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REQUIRE THAT MANUFACTURED HOME PURCHASERS RECEIVE THE FOLLOWING INFORMATION ABOUT FILING CONSUMER COMPLAINTS AND THE DISPUTE RESOLUTION PROCESS:

The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailers, or installers concerning defects in manufactured homes. Many states also have a consumer assistance or dispute resolution program. For additional information about these programs, see sections titled "Dispute Resolution Process" and "Additional Information-HUD Manufactured Home Dispute Resolution Program" in the Consumer Manual required to be provided to the purchaser. These programs are not warranty programs and do not replace the manufacturer's or any other person's warranty program.

The Consumer Manual is provided by the manufacturer and shipped with the home. A list of State Administrative Agencies (SAA) is available in the manual. If your state does not participate in the Federal program, or if you cannot get a resolution with your state agency, you can contact HUD at the address and phone number listed in your Consumer Manual.

Only alleged defects reported in the first year after the first installation of the manufactured home are covered under the HUD Manufactured Home Dispute Resolution Program. The Dispute Resolution Program applies to unresolved defect(s) involving manufacturers, retailers and/or installation issues. It is not applicable to cosmetic, contract or normal wear & tear issues.

If a resolution cannot be reached through the state or HUD resolution program the dispute will be resolved by binding arbitration. The matter will be referred to binding arbitration pursuant to the arbitration provision included in your sales documents.

Edward William Mercer Jr  
PRINT PURCHASER'S NAME

Edward William Mercer Jr  
PURCHASER'S SIGNATURE

\_\_\_\_\_  
PRINT PURCHASER'S NAME

\_\_\_\_\_  
PURCHASER'S SIGNATURE

DATE 10 3 2024  
MONTH DAY YEAR

### ARBITRATION PROVISION

THE PARTIES TO THE RETAIL INSTALLMENT CONTRACT, EARNEST MONEY CONTRACT, MODULAR EARNEST MONEY CONTRACT OR CASH SALE AGREEMENT hereinafter the "Contract", agree that, EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH, any and all controversies or claims arising out of, or in any way relating to, the Contract or the negotiation, purchase, financing, installation, ownership, occupancy, habitation, manufacture, warranties (express or implied), repair or sale/disposition of the home which is the subject of the Contract, whether those claims arise from or concern the contract, warranty, statutory, property or common law, will be settled solely by means of binding arbitration before the American Arbitration Association (AAA) in accordance with the rules and procedures of the AAA and applicable state law. Judgment on the arbitration award may be entered in any court having jurisdiction.

The parties agree that the following claims by Seller/Assignee are excluded from this Arbitration Provision: 1) claims to enforce a security agreement or a lien relating to the manufactured home secured in the transaction financing the purchase of the home whether as chattel or real property; 2) claims for eviction/possession. The institution and maintenance of these judicial proceedings shall not constitute a waiver of any party to compel arbitration regarding any other dispute subject to arbitration under the terms of this Provision.

The parties agree that this Arbitration Provision is being executed in conjunction with the Contract and amends and modifies the same. As such, it is the express intent of the parties that this Arbitration Provision be binding and enforceable and not affected by any merger clause contained in any other documents executed in conjunction with the purchase of the subject home.

Nothing in this Arbitration Provision prevents any party or beneficiary from seeking a consumer inspection from any federal or state licensing or regulatory agency or relieves anyone from any duty to comply with any order or directive of any applicable state department or agency.

The parties agree that this Arbitration Provision inures to the benefit of, and is intended to be for the benefit of, the manufacturer of the home which is the subject of the Contract as well as the manufacturer's and retailer's employees, officers, directors, agents, parent companies or affiliated companies as fully as if the manufacturer was a signatory to the Contract.

The parties agree that any contests to the validity or enforceability of this Arbitration Provision, or any other part of the Contract or related documentation, will be determined by arbitration in accordance with the terms of this Arbitration Provision. The parties further agree that in the event a dispute arises as to whether any claim, dispute or controversy is subject to this Arbitration Provision, that issue shall be decided by arbitration in the same manner and with the same effect as all other controversies subject to this Arbitration Provision.

This Arbitration Provision shall be interpreted to specifically prohibit class action arbitration; furthermore, the arbitrator selected hereunder shall not have any jurisdiction over, nor any authority to determine the arbitrability of, any class action claims.

The parties understand they have the right to have any disputes between them decided in court, but they choose instead to have any such disputes decided by arbitration. The parties further understand that by agreeing to arbitrate, they knowingly and voluntarily waive any right they have to a jury trial and other rights afforded by the judicial process.

The parties agree that any arbitration proceedings commenced in accordance with this Arbitration Provision will be held in Harnett County, NC.

Edward William Mercer Jr  
Buyer

Edward William Mercer Jr  
Buyer

Date

Renie S. Thompson

Date

10/3/2024  
CRG

Date

This sales transaction has involved significant negotiations between Seller and Buyer(s). The Buyer(s) acknowledge and agree that this contract supersedes (completely replaces) all prior contracts regarding this sale, if any, which Seller and Buyer(s) have signed prior to this date.



### NORTH CAROLINA CUSTOMER'S NOTICE OF CANCELLATION

I/We, Edward William Mercer Jr, as customer, understand that

I/we have the right to cancel the manufactured housing purchase from the dealership listed above, before midnight of the third business day after the Purchase Agreement was signed ("business day" means any day except Sunday and legal holidays). Request for cancellation must be made in writing, by signing the **Cancellation Request** at the bottom of this document and delivering it to dealer within the three business day period.

I/we understand that our deposit is held in an escrow account and cannot be used until the 3 day right of cancellation period has expired.

If I/we request cancellation of the Purchase Agreement after the three business day period, I/we understand that the dealer has no obligation to refund that portion of our deposit that was needed to pay for any services that had been performed for site preparation of our property.

Dated this 10/3/2024 day of October 2024,

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#### Cancellation Request

I/we wish to cancel our Purchase Agreement. By delivery of this document to dealer, I/we request that deposit money be refunded to me/us.

_____	_____	_____	_____
Buyer Signature	Date	Co-Buyer Signature	Date

Receipt acknowledged by _____	_____
General Manager	Date

\*Copy of this signed notice of cancellation must be sent to Corporate with check request for refund.