

144461

Harnett County Central Permitting
PO Box 65 Lillington, NC 27546
Telephone Number: 910-893-7525 Fax 910-893-2793 www.harnett.org

Application for Manufactured Home Set-Up Permit
(Please fill out each part completely)

Part I - Owner Information:

Home Owner Information (To be completed by owner of the manufactured home)

Name: JUANA ESTRADA Address: 50 CARRIAGE LANE
City: ANGIER State: NC Zip: 27501 Daytime Phone: 410 493-9649

Landowner Information (To be completed by landowner, if different than above)

Name: DAVID BANISTER Address: _____
City: Garner State: NC Zip: 27529 Daytime Phone: 919 422-7197

Part II - Contractor Information (To be completed by Contractors or Homeowner, if applicable.)

Name, address, & phone must match information on license)

A. Set-Up Contractor Company Name: JMB SERVICES State Lic# 32512
Phone: 919-669-7043 Address: 105 ASPEN CIRCLE
City: CLAYTON State: NC Zip: 27520

Setup Signature: [Signature]

B. Electrical Contractor Company Name: GLENN'S SERVICE CO., INC State Lic# 12810L
Phone: 919-779-0849 Address: 6005 BRACK PENNY RD.
City: RALEIGH State: NC Zip: 27603

Electrician's Signature: [Signature]

C. Mechanical Contractor Company Name: GLENN'S SERVICE CO. State Lic# 12327H3
Phone: 919-779-0849 Address: 6005 BRACK PENNY RD
City: RALEIGH State: NC Zip: 27603

HVAC Signature: [Signature]

D. Plumbing Contractor Company Name: PRIORITY PLUMBING State Lic# 18550
Phone: 919-422-4935 Address: P.O. BOX 204
City: WILLOW SPRING State: NC Zip: 27592

Plumber's Signature: [Signature]

Part III - Manufactured Home Information

Model Year: 2018 Size: 66x16 # of Bedrooms 3

Park Name: CARRIAGE VILLAGE Lot Number: 13

I hereby certify that I have the authority to apply for this permit, that the application is correct including the contractor information and signatures, and that the construction or installation will conform to the applicable manufactured home set-up requirements, and the Harnett County Zoning Ordinance. I understand that if any item is incorrect or false information has been provided that this permit could be revoked.

[Signature]
Signature of Home Owner or Agent

7-24-18
Date

*Effective July 1, 2004, a County Tax Department Moving Permit must be provided before a Set Up Permit will be issued. It is purchased from the tax office of the county that the home is moved from. If the home is new or from a dealer, we need proof of year on the Form 500 and if available, the serial number.

List of inspections and Egress requirements available upon request.

McGee Investments
DBA GREENFIELD HOUSING CENTER

2117 Highway 70 East
 Garner, North Carolina 27529
 (919) 772-2220

BUYER(S) Juana Rivera-Estrada		PHONE (410) 493-9649		DATE 07/06/18	
ADDRESS 367 Turlington Drive, Benson NC 27504					
DELIVERY ADDRESS 50 Carriage Lane, Angier NC 27501					
MAKE Fleetwood	MODEL 16663Z	YEAR 2018	BEDROOMS 3	BATHS 2	FLOOR SIZE L 66 W 16
SERIAL NUMBER FLE270VA17-73369A	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> PREOWNED <input type="checkbox"/> MFD <input type="checkbox"/> MOD		SALESPERSON Peter Alvarez		

I have received a copy of Form NC/NC. INITIAL(S)		BASE PRICE OF UNIT		\$ 40,848.00
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES		SALES TAX		971.38
Home comes as follows:	\$40,848	Optional equipment, labor & accessories		6,200.00
Delivery/set up included not to exceed 36" in height. HVAC inc.		SUB-TOTAL		\$ 48,019.38
County Permits	350.00	Title Fees		52.00
Vinyl Skirting per county code	1,500.00	CASH PURCHASE PRICE		\$ 48,071.38
Dryer vented to outside of skirting	125.00	NET TRADE ALLOWANCE		\$
Electrical Wiring to park sponsored 200 AMP service panel	1,250.00			\$
Plumbing underside fresh water and sewer connection	1,200.00			\$
Two 4x5 decks with steps per code	1,500.00			\$
Vapor Barrier on ground under home per code	275.00			\$
Any and all overages, additions, and changes not mentioned above will solely be at the customer expense or price will change.		CASH DOWN PAYMENT		\$ 48,071.38
		LESS TOTAL CREDITS		\$ -48,071.38
		SUB-TOTAL		\$ 0.00
		Unpaid Balance of Cash Sale Price		\$ 0.00

*Display furniture and decor is NOT included.

*Wheels and axles are recycled back to factory.

*Customer to provide homeowner's insurance before delivery

TOTAL OPTIONAL EQUIPMENT, LABOR & ACCESSORIES \$ 6,200.00

NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.

DESCRIPTION OF TRADE-IN N/A	YEAR	SIZE
MAKE	MODEL	x BEDROOMS
TITLE NO.	SERIAL NO.	COLOR

MOUNT OWING TO WHOM

NY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY DEALER BUYER

Dealer and Buyer certify that the additional terms and conditions printed on the other side of this Agreement are agreed to as a part of this Agreement, the same as if printed above the signatures. Buyer is purchasing the above described home; the optional equipment and accessories, the insurance as described has been voluntary; that Buyer's trade-in is free from all claims whatsoever, except as noted.

ESTIMATED RATE OF FINANCING 0.00 %

NUMBER OF YEARS N/A

ESTIMATED MONTHLY PAYMENTS \$ 0.00

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT COVERED IN THIS AGREEMENT.

BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK 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 OF THE MONEY THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE TO THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT.

McGee Investments
 DBA GREENFIELD HOUSING CENTER

DEALER SIGNED X _____ BUYER

Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent

y _____ SIGNED X _____ BUYER

Approved _____

ADDITIONAL TERMS AND CONDITIONS

Buyer understands that the term "Unit" used in this agreement describes the Mobile/Manufactured Home or any item or combination of items as described on the front of this Agreement. Buyer further agrees (continued from other side of Agreement):

- 1. IF NOT A CASH TRANSACTION.** If Buyer does not complete this purchase as a cash transaction, Buyer knows before or at the time of delivery of the unit purchased, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Buyer's purchase.
- 2. TITLE.** Title to the Unit purchased will remain in Dealer until the agreed upon purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the Unit purchased may be made at a later date.
- 3. TRADE-IN.** If Buyer is trading in a used car, manufactured home, trailer, or other vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives is owned by Buyer and is free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included.
- 4. REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Buyer will immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expense on demand or Dealer may add that amount to this Agreement as if it had been originally included.
- 5. REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer 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 Buyer fails or refuses to complete this purchase within the time frame specified in this Agreement or as specified in the Uniform Commercial Code of the state in which Buyer signs this Agreement or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Dealer may keep that portion of Buyer's cash deposit which will adequately compensate Dealer for Dealer's actual, consequential, and incidental damages, and all other damages, expenses or losses which Dealer incurs because Buyer failed to complete Buyer's purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and Buyer has given Dealer a trade-in, Dealer may sell the trade-in at public or private sale, and deducted from the money received an amount that will adequately compensate Dealer for any and all of the above mentioned damages, expenses, and losses incurred because Buyer failed to complete this purchase. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not to the exclusion of, any other remedies Dealer may have at law, and this Agreement shall not be interpreted as containing a liquidated damages provision. Buyer understands that Dealer 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. If Dealer prevails in any legal action which Dealer brings against Buyer, or which Buyer brings against Dealer, concerning this Agreement, Buyer agrees to reimburse Dealer for Dealer's reasonable attorneys' fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.
- 7. CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any 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 Dealer 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.
- 8. DELAYS.** Buyer will not hold Dealer liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond Dealer's control.
- 9. INSPECTION.** Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality. On the Unit ordered, Buyer has relied on Buyer's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Dealer by the Manufacturer, in making Buyer's decision to purchase the Unit described on the reverse side of this Agreement.
- 10. 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 MANUFACTURERS. DEALER 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) BEFORE BUYER SIGNED THIS SALES AGREEMENT. THERE IS NO EXPRESS WARRANTY ON USED UNITS, EXCEPT WHERE PROHIBITED BY LAW: (i) DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S), (ii) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY, AND (iii) DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER 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 DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, (ii) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
- 11. LIMITATION OF DAMAGES.** EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, 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 DEALER, BUYER'S 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. 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 DEALER AND SEEK A REFUND FOR ANY REASON.
- 12. 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 Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
- 3. CONTROLLING LAW AND PLACE OF SUIT.** The law of the State of North Carolina is the law which is to be used in interpreting the terms of the Agreement. Dealer 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 the Dealer's principle office is located. If under state law a special dispute resolution procedure or complaint process is available, Buyer agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Buyer.
- 4. IF PART INVALID REST OF AGREEMENT SAVED.** Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such shall not affect the legality or validity of the remainder of this Agreement.
- 5. DELIVERY AND PLACEMENT.** If Dealer has included delivery of the Unit purchased in the purchase price, or if Dealer quotes a charge for delivery to Buyer's destination, Dealer's agreement to transport the Unit purchased, as well as Dealer's price quotation, is made in reliance 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 Dealer must hire extra labor and/or equipment in order to deliver and place the unit purchased because of something not previously disclosed to Dealer, Buyer will pay for all those additional costs. Buyer understands that Dealer does not guarantee proper placement of the Unit unless concrete pier(s), running below the frost line and properly placed and level so as to permit a proper placement of the Unit on the site, shall have first been prepared. Buyer will pay for all labor and material costs to re-set the Unit when caused by future settling or sinking resulting from failure to provide a foundation approved by the State or Local Code in which the Unit is sited. Buyer understands and agrees that the sewer shall be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole with a proper receptacle within 20 feet of the electric box inside of the Unit. Buyer understands and agrees that unless otherwise provided on the other side of this Agreement, the Unit purchased is sold by Dealer F.O.B. Dealer's lot and Buyer is responsible for transporting it.
- 6. CONNECTIONS, PERMITS AND CHANGES.** Buyer understands and agrees that Dealer is not permitted to make plumbing or electrical connections or connection of certain natural gas or propane appliances where state or local ordinance require a licensed plumber or electrician to do the work. Buyer understands and agrees that Dealer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of restrictive zoning. Buyer understands and agrees that Dealer is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Buyer will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
- 7. NOTICE OF WIDTH LIMITATIONS.** Buyer has been informed of the length and width limitations, as of the date of this Agreement, now enforced in the several states, or provinces of Canada, as they may apply to the transportation and delivery of manufactured homes and this Unit over the public highways, and the fact that special permits are required. Buyer understands that some states, or the provinces of Canada, may not grant the required permits where the size of the Unit exceeds the statutory maximum. Buyer waives and releases and shall indemnify Dealer and Dealer's assigns, and the manufacturer and its assigns, from any and all demands, suits, claims or counterclaims, based on the size of the Unit purchased, if it exceeds the limitations which are now, or may later be, imposed by any state, province or any entity or level of government.