

# SALES AGREEMENT

DATE: 08/14/2018  
 BUYER(S): Larry Leach

ADDRESS: 81 Judd Ln. Cameron, NC 28326  
 DELIVERY ADDRESS: 50 Leach Ln Cameron, NC 28326  
 TELEPHONE: (919) 888-5230

SALES PERSON FULL NAME: Justin Emmons

**BASE PRICE:** \$ 70,278.87  
 State Tax 1,669.13  
 Local Tax \_\_\_\_\_

Make: CMH Rockwell Model: Anniversary  
 Year 2018 Length 76 Width 16 Stock# 0A4566  
 Serial No. PDC134566 NC  New  Used

**1. CASH PRICE** \$ 71,948.00  
 Land Purchase 12,000.00  
 Land Payoff \_\_\_\_\_  
 Title Fees 52.00  
 Filing Fees \_\_\_\_\_  
 HPP/HBPP \_\_\_\_\_  
 HPP tax \_\_\_\_\_

**TRADE:** Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Year \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_ Title # \_\_\_\_\_  
 Serial No. \_\_\_\_\_

Amount owed will be paid by:  Buyer  Seller  
 Owed to: \_\_\_\_\_

**2. TOTAL PACKAGE PRICE** \$ 84,000.00  
 Trade Allowance \_\_\_\_\_  
 Less Amount Owed \_\_\_\_\_  
 Trade Equity \_\_\_\_\_  
 Cash Down Payment 3,150.00

**OPTIONS:**  
 14 seer split system heat pump, FHA Inspections, termite pretreatment.  
 Closing cost up to 6% 9/14/18

**SELLER RESPONSIBILITIES:**  
 Delivery and set per code, permits for work provided, land allowance up to \$12,000, plumbing to existing systems, unattached wood steps front and back, electrical pedestal per code, Brick skirting up to 36" average height, water tap,

**BUYER RESPONSIBILITIES:**  
 Post 911 address on home, install mailbox with 911 address, provide zoning permit, responsible for electric and water companies, clear access to land, any construction not stated

*May not meet local codes and standards. New homes meet Federal Manufactured Home Standards.*

**3. LESS ALL CREDITS** \$ \_\_\_\_\_  
**4. REMAINING BALANCE** \$ 80,850.00

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 THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE TO THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT.  
 ESTIMATED RATE OF FINANCING \_\_\_\_\_ % NUMBER OF YEARS \_\_\_\_\_  
 ESTIMATED MONTHLY PAYMENTS \$ \_\_\_\_\_

Buyer(s) agree: (1) that the terms and conditions on page two are part of this agreement; (2) to purchase the above home including the options; (3) they received and acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

Location	Type of Insulation	Thickness	R-Value
Floors	Fiberglass	7"	22
Exterior	Fiberglass	3.5"	11
Ceilings	Cellulose	8.8"	33

*This insulation information was furnished by the Manufacturer and is disclosed in compliance with the Federal Trade Commission Rule 16CRF, SECTION 460.16.*

**SELLER:**

CMH Homes, Inc. d/b/a -

X

**BUYER:**

Signature of: \_\_\_\_\_

X  
Signature of: \_\_\_\_\_

X  
Signature of: \_\_\_\_\_

X  
Signature of: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY** . The terms and conditions stated herein are in addition to any provisions of the sale stated on the front of the agreement. Unless specifically modified by written agreement on the front of this Sales Agreement, the terms and conditions stated herein control this sale.
2. **SELLER RESPONSIBILITIES: Delivery and installation:** Normal delivery and installation are included in the purchase price; however, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**.
3. **DEPOSIT** . The deposit is made to assure the Buyer will complete the transaction by paying the full purchase price in cash or entering into a retail installment contract. If Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason ( *except cancellation due to being refused financing* ), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, and court costs. Nothing in this Sales Agreement shall preclude Seller from electing to pursue other remedies for breach of contract as provided in the Uniform Commercial Code.
4. **INSTALLMENT PURCHASE** . If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance the purchase. Buyer shall apply for credit for financing the purchase within two (2) business days of entering into this Sales Agreement.
5. **INSPECTION** . Buyer has examined the product and found it acceptable for Buyer's particular needs. Buyer 's own judgment and inspection of display model(s), the brochures and bulletins and/or the floor plans provided to Seller by the manufacturer, in making the decision to purchase the home described on the reverse side of this agreement.
6. **CHANGES BY MANUFACTURER** . Buyer agrees that the manufacturer of the home 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 Seller nor the manufacturer are obligated to make the same changes in the unit covered by this order either before or after it is delivered.
7. **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, Buyer(s) agree(s), that if they are entitled to any damages against the Seller, the 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, the Seller will not be required to pay the Buyer(s) any incidental or consequential damages. Buyer(s) also agree(s) that once the unit has been accepted, even though the manufacturer(s)' warranty does not accomplish its purpose, that the Buyer cannot return the unit to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER** . The manufacturer warrants that the home complies with applicable law, both statute and rule, as to construction and fire protection and detection, in effect at the date of manufacture. The manufacturer shall take corrective action at the site of the home in instances of breach of this warranty which become evident within one year from the date of delivery of the home to Buyer if Buyer notifies the manufacturer, in writing, of the defect - not later than one (1) year and ten (10) days after delivery to the Buyer. There may be other warranties covering the home or its contents which have been provided by the manufacturer of the home or any of its contents. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer.
9. **ACKNOWLEDGEMENT** . Buyer acknowledges that he was not required to purchase the home in order to lease a lot at the community where the home is located. Buyer further acknowledges that he was not required to lease a lot at the community where the home is located in order to purchase the home.
10. **MEASUREMENTS** . Buyer acknowledges that all measurements of dimensions, construction thickness, and insulation values are normal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.
11. **ORAL REPRESENTATIONS** . Buyer acknowledges that neither Seller nor any of its agents have made any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement or the written warranties and disclosures.
12. **COMPLETE AGREEMENT** . This Sales Agreement is the complete agreement between Buyer and Seller and there are no other agreements or understandings between the parties hereto. This Sales Agreement may only be modified by written agreement of the parties hereto.