

MOBILE HOME PURCHASE AGREEMENT

THIS MOBILE HOME PURCHASE AGREEMENT (this “**Agreement**”) is dated as of _____ and is by and between _____, with a mailing address of _____ (“**Buyer**”), and _____, with a mailing address of _____ (“**Seller**”).

RECITALS

WHEREAS, Seller is the owner of the Mobile Home (as hereinafter defined); and

WHEREAS, subject to the terms and conditions herein, Seller desires to sell the Mobile Home to Buyer, and Buyer desires to purchase the Mobile Home from Seller.

NOW, THEREFORE, in consideration of the foregoing, and the terms, covenants, and conditions contained herein and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Description of Mobile Home. The mobile home conveyed hereunder (the “**Mobile Home**”) is described as follows:

Year:	Make:	Model:	Size:	Serial No.:
State Id:				

Address/Location: _____

Name of Community/Park location: _____

The Mobile Home includes the following items and amenities:

(x)	Item	Serial Number (if applicable)
	HVAC System	
	Washer	
	Dryer	
	Dishwasher	
	Range/Microwave	
	Furniture (Describe)	
	Skirting	
	Awnings	
	Other:	
	Other:	
	Other:	
	Other:	



2. Agreement of Purchase and Sale. At the Closing, subject to the terms, covenants, and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Mobile Home. Notwithstanding the foregoing, the sale of the Mobile Home is contingent upon approval of the mobile home community management company and/or other applicable authority who may have approval rights, if any such approval is required. If any such approval is required and is not obtained despite the parties' due diligence in seeking such approvals, then Seller shall have no obligation to sell the Mobile Home to Buyer and Buyer shall have no obligation to purchase same from Seller, and in such an event this Agreement shall terminate with no liability to either party and the Deposit (if any) shall be promptly refunded to Buyer.

3. Purchase Price. Subject to adjustment as provided below, the purchase price to be paid for the purchase of the Mobile Home (the "**Purchase Price**") shall be _____ Dollars (\$ _____), payable by Buyer as follows: \$ _____ shall be paid by Buyer to Seller as a deposit upon execution of this Agreement (the "**Deposit**"). Seller shall promptly refund any Deposit to Buyer in the event Buyer is unable to obtain financing to purchase the Mobile Home, or if the necessary approvals are not obtained pursuant to Section 2 above, or in the event of a default by Seller under this Agreement. In all other cases, the Deposit shall be non-refundable to Buyer. The balance of the Purchase Price shall be paid by Buyer to Seller at Closing, in cash or other immediately available funds.

4. No Monetary Liens. At or prior to Closing, Seller shall be obligated to remove (regardless of whether Buyer objects thereto) all deeds of trust, mortgages, mechanics' liens, UCC filings, license fees, assessments, judgments, and other monetary liens with respect to the Mobile Home. Seller agrees that the Mobile Home shall be conveyed to Buyer free and clear of all liens and encumbrances.

5. Closing. The Closing shall occur on _____, or on such other date as is mutually agreed by the parties (the "**Closing Date**"). The Closing shall take place in person as determined by the parties, or by exchange of documents by electronic mail and/or overnight courier and by wire or electronic transfer of funds. Seller agrees that upon Closing hereunder, the Mobile Home shall be delivered to Buyer with all debris, trash, and other objects and items of personal property removed by Seller prior to Closing, unless otherwise mutually agreed by the parties. At Closing, Seller shall provide Buyer with the keys for the Mobile Home. Upon the Closing, Seller shall provide Buyer with a deed, bill of sale, or other applicable instrument of conveyance, as applicable. The parties shall reasonably and in good faith cooperate with each other to make such filings with the state and/or local governmental authorities as may be necessary or appropriate to reflect and give effect to the Closing, and any filing fees or the like shall be shared equally by the parties.

6. Prorations at Closing. All property taxes, assessments, and community association fees shall be prorated as of the Closing Date.

7. Possession; Risk of Loss; As-Is Sale. Seller shall deliver possession of the Mobile Home to Buyer at the Closing. The risk of loss of any damage or destruction to the Mobile Home shall remain with Seller until the Closing. Upon Closing, risk of loss and title shall automatically transfer to Buyer. The parties agree that the Mobile Home shall be conveyed on an as-is/where-is basis, with no representations or warranties whatsoever, whether express or implied, unless



otherwise expressly provided herein. Buyer has previously had the opportunity to inspect and approve the Mobile Home and deems the Mobile Home acceptable for Buyer's purposes.

8. Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

9. Further Instruments. Each party, promptly upon the request of the other shall execute and have acknowledged and delivered to the other any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

10. Entire Contract. This Agreement constitutes the entire contract between the parties with regard to the purchase and sale of the Mobile Home. All terms and conditions contained in any other writings previously executed by the parties and all other discussions, understandings, or agreements regarding the Mobile Home and the subject matter hereof shall be deemed to be superseded hereby.

11. Inurement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, successors, and assigns, if any.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Mobile Home is located.

13. Counterparts; Facsimile Signature. This Agreement may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures and/or electronically transmitted pdf files of this Agreement are valid and carry the same effect as an original signature.

14. Miscellaneous. The captions and paragraph headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. If any relevant date hereunder falls on a weekend or national or state holiday for the state in which Closing will take place, the next following business day shall be the relevant date.

15. Additional Terms. If applicable, insert additional terms and conditions:



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Seller Name: _____

Seller Signature: _____

Buyer Name: _____

Buyer Signature: _____

