



Manufactured Housing Communities of Oregon

MHCO Form 02: Manufactured Home Sale Contract (For Homes Located in Manufactured Home Communities)

Revised 1-25-2013 | This form is exclusively licensed to:

Name of Community/Park:

Address:

MANUFACTURED HOME SALE CONTRACT

(For Homes Located in Manufactured Housing Communities)

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, BUYER SHOULD HAVE IT REVIEWED BY AN ATTORNEY OF BUYER'S CHOICE. INFORMATION REGARDING THE SALE OF MANUFACTURED HOMES CAN BE FOUND AT: <http://www.bcd.oregon.gov/lois/faq.html>. THIS CONTRACT FOR SALE OF A MANUFACTURED HOME (the "Home") , is made and entered into this ____ day of _____, 20____ b y and between _____, (hereinafter referred to as "Seller") and _____, (hereinafter referred to as "Buyer").

WITNESSETH

1. DESCRIPTION AND LOCATION OF MANUFACTURED HOME: Seller agrees to sell and Buyer agrees to purchase the Home hereinafter identified (Include year, make, model, X-plate number and home identification number): located at the following address: _____ (the "Community")

For so long as any monies are due to Seller under this Contract, the Home shall remain located at the Community.

Check one: New Old

Year: _____ Make: _____ Serial Number: _____

Number of Bedrooms: _____ Demensions and Size: _____

Property is being purchase for (Please check): Personal and Family Use Farm Use Business Use

2. PRICE AND PAYMENTS (B, C, and D, E, F should equal A):

- A. Purchase Price: \$ _____
- B. Earnest Money Deposit: \$ _____
- C. Down Payment: \$ _____
- D. Processing Fee: \$ _____
- E. Additional Fees (specify): _____
- F. Remaining Balance: _____



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Buyer shall pay the Remaining Balance to the seller as follows: Monthly installments of not less than the sum of \$_____, principal including interest at the rate of _____ percent per annum, shall be paid on or before the _____ day of each month, commencing with the month of _____, and continuing on the same day of each month thereafter until (select one below):

(Fully amortizing) The entire Remaining Balance, principal including all accrued interest, charges, penalties and all other sums due under this Contract are paid in full; or

(Insert balloon payment date) _____, at which time the entire Remaining Balance, principal plus all accrued interest, charges, penalties and all other sums due under this Contract shall be paid in full.

Other (Describe) _____

The entire unpaid principal balance may be prepaid at any time without penalty. All payments due to Seller shall be made to the following address: _____

_____, or such other address as Seller shall notify Buyer of in writing.

3. **PERSONAL PROPERTY/FIXTURES:** In addition to the Home, the following personal property currently located on the premises shall be included in the above Purchase Price: All built-in appliances Refrigerator Dishwasher Cooktop Range Washer Dryer Other (Identify) _____

Seller makes no warranties or representations regarding the condition or fitness of said personal property, it being understood that (a) Buyer has had a full and complete opportunity to inspect and test the same; and (b) it is being purchased under the same AS-IS terms and conditions as described in Section 13, below.

All items permanently attached to the interior or exterior of the Home, including but not limited to fixtures, attached floor coverings, window coverings, windows, doors, door screens, awnings, television antenna, burglar, fire, smoke and security alarms and systems, solar panel systems, if any, attached fireplace screens, and all planted shrubs, shrubbery, trees, and bushes, shall be conveyed to Buyer as a part the Home.

4. **SELLER REPRESENTATIONS/TITLE:** Seller represents that within thirty (30) days following the Effective Date identified at Section 22 below, Seller will process this transaction to register title to the Home to Buyer in accordance with Oregon Law. [See the following link for further information: <http://www.bcd.oregon.gov/lois/forms.html>] Buyer understands that following registration, the Bill of Sale will be retained by Seller and will only be transferred to Buyer upon payment in full of all sums due under this Contract. [Note: It is recommended that the parties use a licensed Oregon escrow to process this transaction. If so, Seller shall pay the filing fee for registering ownership of the Home in Buyer's name. All prorates (e.g. for taxes and other prepaid items, if any) shall be computed as of the closing date and the cost of escrow shall be shared equally between Seller and Buyer. Buyer agrees to cooperate with Seller in signing any documentation reasonably necessary or appropriate for Seller to properly document this transaction through the State of Oregon, including the recording of Seller's security interest.]

5. **GRANT OF SECURITY INTEREST:** Buyer grants, conveys and assigns to Seller for security, all of Buyer's existing and future right, title and interest in and to the Home. This security interest is granted to Seller to secure the repayment of all sums due under this Contract, including principal, interest, fees and charges, together with Buyer's performance herein. All additions affixed to the Home shall become a part of the property secured by this Contract.

6. **LEAD-BASED PAINT:** If the Home was constructed prior to 1978 ("Target Housing"), a Lead-Based Paint Disclosure Addendum (hereinafter "the Disclosure Addendum") must have been signed by Seller, Buyer (and all real estate agents, if any) prior to entering into this Contract. This Contract will not become binding on Buyer until the expiration of ten (10) calendar days after the date of delivery of the completed Addendum if the Home is Target Housing. By initialing below, Buyer represents that Buyer is satisfied with the condition of the manufactured home as it relates to the presence of lead-based paint and/or lead-based paint hazards.

Buyer Initials: _____ Buyer Initials: _____

7. **SAFETY SYSTEMS:** If there is a burglar or other alarm system installed in the Home, Seller represents that it is owned and not leased. If leased, Seller represents that Seller shall bear the sole financial responsibility if Buyer elects not to assume the lease as of the date of closing. If the Home contains an uncertified woodstove or fireplace insert, Seller agrees to remove the same at Seller's cost before closing of this transaction or transfer of possession, whichever first occurs. If the home contains a carbon monoxide source, Seller shall install, at Seller's cost, a carbon monoxide detector before closing of this transaction or transfer of possession, whichever first occurs. Seller represents and warrants that prior to closing of this transaction or transfer of possession, whichever first occurs, Seller will have installed, at Seller's expense, the required number of working smoke alarms.

MORE SAFETY INFORMATION

For more information regarding uncertified woodstoves or fireplace inserts, go to this link:

<http://www.deq.state.or.us/aq/burning/woodstoves>

For more information regarding carbon monoxide detectors, go to this link:

http://www.oregon.gov/OSP/SFM/docs/Comm_Ed/Smoke_Alarm_Info/CO_alarm_faq_Long.pdf

For more information regarding smoke alarms, go to the following link:

http://www.oregon.gov/OSP/SFM/CommEd_SA_Program.shtml

8. **FIRE AND CASUALTY INSURANCE:** Buyer shall keep the Home and all appurtenant structures herein conveyed insured to their full insurable value against loss by fire or other hazards, with a reliable insurance company suitable to the Seller. Seller shall appear on the policy as an additional insured, with loss payable to the Seller and Buyer as their respective interests may appear. Buyer shall provide Seller with proof of insurance upon request, but no less frequently than annually. Buyer shall promptly notify Seller of any loss or damage to the Home. Seller shall have the right to make proof of loss if Buyer fails to promptly do so, with copy to Seller.

9. **TAXES:** Buyer assumes and agrees to pay when due, all taxes and assessments that may become a lien upon the Home. The failure of Buyer to pay such taxes or assessments shall constitute a material breach of this Contract.

10. **COMPLIANCE WITH PARK RULES, POLICIES AND AGREEMENTS:** Buyer shall comply with all rules, policies and their rental/lease agreement of the Community. Buyer's failure to comply with Community rules, policies and rental/lease agreements that result in the Court's issuance of judgment of restitution to the landlord shall constitute a material breach of this Contract, and Seller may exercise all default remedies available under this Contract and Oregon law.



11. **WASTE AND ALTERATIONS:** For so long as this Contract is in force, Buyer agrees not to make any material alterations to the Home (including without limitation heating, cooling, plumbing or other systems) without the written consent of the Seller, which consent shall not be unreasonably withheld so long as (a) All applicable laws, codes and ordinances are followed, and (b) No contractor liens are placed on the Home, in which case they shall be promptly removed by Buyer. Buyer covenants and agrees to take good and proper care of the Home and space upon which it is located in the Community, and not to permit, suffer or allow waste to occur. In the event that Buyer desires to make any structural changes to the exterior of the Home, or its appearance (e.g. painting), Buyer shall first notify Seller and provide an accurate summary of the work proposed to be performed and the amount of time it will take to completion. Such work may not commence without first securing Seller's written consent.

12. **INSPECTIONS:** Seller has strongly recommended that prior to signing this Contract, Buyer have the Home professionally inspected by one or more licensed experts of Buyer's choice. Said inspection should include all electrical, heating, cooling and plumbing systems and appurtenant structures. Buyer acknowledges that no promise, agreement or representation respecting the condition of the Home has been made by Seller or Seller's representatives or agents. Neither Seller, nor Seller's representatives or agents have made any promises to agreements with Buyer for the future repair or improvement of any portion of the Home, its appurtenances or systems. The closing of this transaction shall create a conclusive presumption that Buyer has had a full and complete opportunity to inspect the Home, its system and appurtenances, and is fully satisfied therewith.

13. **AS-IS SALE:** This Home is being sold on an "AS-IS" "WITH ALL FAULTS" basis, and the risk as to the quality or performance of the Home is solely with Buyer. Buyer understands and agrees that to the maximum extent permitted by federal, state, or local laws, Buyer is acquiring the Property in its AS-IS condition, with all defects, known or unknown, as of the date of purchase and the date of closing, if different. SELLER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the Home or any appurtenances, systems or appliances prove defective for any reason at any time following execution of this Contract, Buyer agrees to assume the entire risk and cost of repair or replacement. Buyer acknowledges that it is the AS-IS/Disclaimer nature of this transaction that is an essential bargained-for condition of this transaction, and that Seller would not sell the Home to Buyer if Buyer did not expressly agree to this provision by initialing below.

Buyer Initials: _____ Buyer Initials: _____

14. **BUYER ASSIGNMENT OF CONTRACT:** This Contract shall not be assigned or the Home sold or rented without the written consent of the Seller being first obtained in writing. Seller may withhold such consent in Seller's sole discretion. A breach of this Section 13 shall be void and of no effect, and shall constitute an immediate default under this Contract.

15. **POSSESSION:** The Buyer shall have the right to the possession of the Home on _____ if Buyer has satisfied all other conditions imposed by the Community, such as signing a written rental/lease contract, paid all deposits if applicable, etc.; Buyer acknowledges that any default under the Community rules, regulations, or rental/lease agreement that results in the issuance of a judgment of restitution by a court of competent jurisdiction, shall also constitute a default under this Contract.

16. **BUYER DEFAULT:** Time is expressly declared to be of the essence of this Contract. In the event of the failure of the Buyer to pay any sums due hereunder within ten (10) days of written notice to Buyer, the entire unpaid principal balance, plus accrued and unpaid interest and all outstanding fees and other charges, shall become immediately due and payable without presentment, demand, protest or notice of any kind, beyond what is expressly required under this Contract. No waiver by Seller of any default in payment or performance by Buyer shall be construed as a waiver of any subsequent default. Upon default of any covenant or condition contained in this Contract, Seller shall be permitted to exercise the following rights: (a) The right to take immediate possession of the Home without judicial process if it reasonably appears to Seller to have been abandoned by Buyer; (b) The right to take immediate possession of the Home with judicial process if the Home does not reasonably appear to be abandoned; (c) The right to secure possession of the Home and space upon which it is located, if Seller is a landlord under ORS Chapter 90; (d) Pursue any and all rights of a secured creditor under the Uniform Commercial Code; (e) If Seller is a landlord under ORS Chapter 90, Seller may dispose of the home and its contents in accordance with ORS 90.425 and 90.675. In addition to the preceding, Seller may enforce this Contract by the exercise of any and all other remedies, in contract, statute, or otherwise, available under Oregon law.

17. **NOTICES:** It is agreed that service of all demands or notices with respect to this Contract are to be made both by regular and certified mail with return receipt requested, directed to the Seller at:

or Buyer at the address of the Home. The time specified in any notice shall commence to run from the date the letter sent via regular mail is deposited in the U.S. mails, as reflected by the postmark. Alternatively, and in lieu of mailing, Seller or Seller's agent may deliver any notice to Buyer personally, by manual delivery to Buyer or an adult member of Buyer's family at the Home.

18. **TRANSFER OF SELLER'S INTEREST:** Seller may assign or transfer any or all of Seller's interest in this Contract at any time. In such event, all of the terms, covenants and conditions of this Contract shall inure to the benefit of Seller's assignee or transferee. In the event of such assignment or transfer, Buyer agrees to cooperate by signing, if requested, an estoppel certificate disclosing the existence or nonexistence of any claims, counterclaims, actions, defenses for setoff or otherwise, to the full enforcement of this Contract by Seller as of the date identified in the estoppel certificate.

19. **SELLER'S ADVANCEMENT OF FUNDS:** If Buyer fails to make any payments to third parties as may be required in this Contract, Seller may (but is not required to) make such payments and any amounts so paid by the Seller together with interest at the rate of Nine Percent (9.00%) per annum thereon from the date of payment until repaid, shall be repayable by Buyer on Seller's demand, all without prejudice to any other rights Seller may have by reason of such default; and further, Seller may, if Seller elects, add any amounts advanced by Seller on Buyer's behalf to the principal balance due under this Contract, such sums to bear interest at the Contract rate provided herein until paid.

20. **LEGAL ACTION:** In the event suit, action or arbitration is brought to enforce or interpret this Contract or any of the provisions hereof, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with said action, suit or arbitration, in addition to such sum for attorney's fees as the court or arbitrator(s) may deem just and equitable, upon trial, hearing, or appeal therefrom.

21. **ARBITRATION:** Seller and Buyer agree, in the event of any dispute between Seller and Buyer regarding the interpretation or enforcement of this Contract that cannot be otherwise resolved, the matter shall be submitted to final and binding private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation. Arbitration shall be in accordance with the then existing rules of Arbitration Service of Portland, using an arbitrator from the county in which the Home is located. Notwithstanding the preceding, Seller shall be entitled to exercise in court any available remedies under ORS 105.105 et. seq. as well as any remedies under the provisional process provisions of the Oregon Rules of Civil Procedure. **BY INITIALLING BELOW, BUYER(S) ACKNOWLEDGE THAT: (A) CERTAIN DISPUTES ARISING UNDER THIS CONTRACT MAY BE DECIDED BY ONE OR MORE NEUTRAL ARBITRATORS AND (B) BY DOING SO THEY ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY. THE RIGHT TO CONTEST OR APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.**

Buyer Initials: _____ Buyer Initials: _____

22. **EFFECTIVE DATE:** The Effective Date of this Contract is _____. IN WITNESS WHEREOF, the parties here to have hereunto set their hands this _____ day of _____, 20_____.

Seller: _____

Seller: _____

Buyer: _____

Buyer: _____

ADDITIONAL TERMS

ADDITIONAL INFORMATION
