



## MHCO Form 02A: Manufactured Home Purchase Agreement

*(Only For Retail Sales of Pre-Owned Homes Where Dealer is Providing Buyer's Financing)*

By Phillip C. Querin | MHCO Legal Counsel

Revised 9-2014 | This form is exclusively licensed to:

Name of Community/Park:

Address:

### MHCO ADVISORY REGARDING THE SALE OF PRE-OWNED HOMES AND USE OF FORMS

By Phillip C. Querin | MHCO Legal Counsel

**1. Disclaimer.** MHCO is not a law firm, and its employees, agents, representatives and attorneys are not acting as your attorney. MHCO's forms are a document service provided as a member-benefit only. Its forms are not a substitute for the advice of your own attorney who is familiar the facts of your situation. MHCO is not permitted to engage in the practice of law, or provide any legal advice, explanations, opinions, or recommendations to any third parties, or its members, relating to possible legal rights including, without limitation, the selection of legal forms for your particular transaction. Although MHCO makes a reasonable effort to ensure that its forms are up-to-date and legally compliant under Oregon and federal law, the use of its forms shall not constitute legal advice, and as such, they are not guaranteed to be correct, complete or up-to-date. Your use of MHCO's forms, including the Sale Agreement for preowned manufactured homes, and the Retail Installment Contract, shall constitute your acknowledgement of, and agreement with, the above disclaimer and terms. [Information regarding the sale of manufactured homes can be found at: Oregon Revised Statutes Chapter 446, Sections 446.661 through 446.995, and Oregon Administrative Rules 918-500-0000 through 918-500-600.]

**2. Do I still need expert help if I am considering selling a pre-owned manufactured home?** It is strongly recommended. You should consult a professional familiar with these types of transactions and how (if at all) the Oregon and Federal laws apply, especially in regards to offering and negotiating the terms of your carry-back financing, and evaluating your buyer's ability to repay. You should also have him/her review, in advance, your use of the Sale Agreement and Retail Installment Contract, and its suitability for your specific transaction.

**3. What is a MLO and do I need to hire one?** Under Oregon law, a Mortgage Loan Originator ("MLO") is an individual who, for compensation or gain, takes an application for a residential mortgage loan, or offers or negotiates terms for a residential mortgage loan. A transaction in which you are carrying the financing constitutes a "residential mortgage loan." MLOs must be licensed by the Oregon Division of Finance and Corporate Securities ("DFCS") and must be registered on the National Mortgage Licensing System, a database of all persons and companies holding a MLO license. It is highly recommended that you engage the professional services of a licensed MLO, an attorney, or a financial expert, who can assist you in understanding your responsibilities.



**4. Are there any exemptions to the MLO law or will I have to use a MLO on my transaction?** There are exemptions that if you qualified for would permit you to offer and negotiate the financial terms of your transaction without having to hire a MLO. But deciding whether to use a MLO is a decision you should only make with expert advice. MHCO has a publication describing the 2013 Oregon legislation which created certain exemptions for holders of dealers and limited dealer's licenses. You are encouraged to review it before proceeding with the sale of a pre-owned manufactured home.

**5. What is Truth-in-Lending and will I have to comply?** The Truth in Lending Act ("TILA") is a federal law that requires certain uniform disclosures concerning the cost of certain consumer loans, such as home mortgages. If violated, it gives the consumer a right of cancellation, which results in rescission of the entire transaction. In such case, the borrower is not liable for any finance or other charges related to the loan, and the security interest taken by the lender becomes void. TILA does not regulate the charges that may be imposed for consumer credit. However, it does require the use of uniform financial disclosure about the cost and charges for the loan. Yes, you will need to comply with TILA before closing the sale transaction if you are carrying back a security interest. MHCO does not provide any forms or advice on your duty to comply with TILA, including under the new Dodd-Frank requirements implemented by the Consumer Finance Protection Bureau.

**6. Is there anything further I should know before entering into a transaction for the sale of a pre-owned manufactured home?** Yes. Simpler is safer. If your transaction contains certain features such as pre-payment penalties, adjustable interest rates, or high interest rates, it will be subject to more rules and regulations. This is especially true of "High-Cost Mortgages." Whether yours is a High-Cost Mortgage is determined by several factors, although the primary one is whether the transaction's annual percentage rate ("APR") exceeds the Average Prime Offer Rate ("APOR") by more than 6.50%. *[For example, the current APOR as of August 4, 2014 for a 30-year amortized loan is 4.17%.]* The APOR is an annual percentage rate that is derived from average interest rates, points, and other loan pricing terms currently offered to consumers by a representative sample of creditors for low-risk mortgage transactions. The APOR is published at <http://www.ffiec.gov/ratespread>. Transactions that qualify as High-Cost Mortgages require that the seller must give additional disclosures, avoid certain loan terms, and ensure that the buyer-borrower receives additional protections, including homeownership counseling. If you believe that your intended transaction may be a High-Cost Mortgage because of one of the above-described terms, you need to consult expert professional assistance before offering or negotiating those terms. The MHCO Sale Agreement and Retail Installment Contract are not suitable for High-Cost Mortgage transactions.

**THIS MANUFACTURED HOME PURCHASE AGREEMENT ("AGREEMENT")**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter "Dealer") and \_\_\_\_\_ (hereinafter "Buyer"). This is a pre-owned home ("Home"), and is sold with no warranties, express or implied. Dealer is carrying the financing for Buyer's purchase of the Home, as further described in Section 4, below. Buyer acknowledges that Buyer is encouraged to have the Home professionally inspected, including all appliances and systems. Buyer understands and agrees that to the maximum extent permitted by federal, state, or local laws, Buyer is acquiring the Home in its AS-IS condition, with all defects, known or unknown.

**1. DEALER**

- a) Vehicle Dealer License No.: \_\_\_\_\_
- b) Dealer: \_\_\_\_\_
- c) Business Address: \_\_\_\_\_
- d) Phone: \_\_\_\_\_



- e) Fax: \_\_\_\_\_
- f) E-Mail: \_\_\_\_\_
- g) Sales Person: \_\_\_\_\_

**2. BUYER**

- a) Name: \_\_\_\_\_
- b) Address: \_\_\_\_\_
- c) Phone: \_\_\_\_\_
- d) Fax: \_\_\_\_\_
- e) E-Mail: \_\_\_\_\_

**3. DESCRIPTION/LOCATION OF HOME.** Dealer has agreed to sell and Buyer has agreed to purchase the Home hereinafter identified as follows:

- a) Manufacturer: \_\_\_\_\_ Year: \_\_\_\_\_ [If known]
- b) Make: \_\_\_\_\_ Model: \_\_\_\_\_
- c) Serial (VIN) No.: \_\_\_\_\_
- d) Floor Area (Approx.): \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_
- e) Current Address of Home: \_\_\_\_\_

If Home is presently located in a manufactured housing community ("Community"), identify name here:

\_\_\_\_\_

**4. TOTAL SALE PRICE OF HOME**

Base Price: 1		\$ _____
+ Total Costs: 2	+	\$ _____
<b>Total Sale Price</b>		<b>\$ _____</b>

1. Base Price is the total retail cost of the Home including any features added by Dealer, freight, delivery and installation as stated in this Sale Agreement. See, ORS 646A.050(1) and OAR 137- 020-0505).

2. Total Costs are found at A, B, C, D, E, and F, summarized at Section 6. below, and itemized in Exhibit A, attached.

**5. BUYER'S DOWN PAYMENT**

How Buyer's down payment is calculated:

Trade-In Value (item traded in _____):		\$ _____
- Trade-In Payoff, Liens and Encumbrances:	-	\$ _____
= Trade-In Equity:	=	\$ _____
+ Cash Down & Earnest Money Deposit*:	+	\$ _____
= <b>Total Down Payment:</b>	=	<b>\$ _____</b>



\* Earnest Money Deposit will be refunded in the event this transaction fails to close for any reasons related to Dealer's intentional failure or refusal to do so in accordance with the terms of this Agreement. Acceptance of said deposit shall not constitute a waiver of any other remedies Buyer is entitled to under the law. If Buyer intentionally fails or refuses to close this transaction in accordance with the terms of this Agreement, said deposit shall be forfeited to Dealer as contractually agreed upon liquidated damages, and this Agreement shall be of no further binding effect. It is understood that forfeiture of said deposit shall be Dealer's sole remedy for Buyer's nonperformance under this Agreement.

**6. SUMMARY OF BUYER'S COSTS & AMOUNT DUE AT CLOSING [See breakdown of Total Costs (A, B, C, D, E, & F, below) in Exhibit A, attached. Note: Even if no additional costs are disclosed on Exhibit A, it should be completed and signed by Dealer and Buyer.]:**

(A) Base Price:	\$_____
(B) Options/Alterations/Upgrades:	\$_____
(C) Improvement:	\$_____
(D) Fees:	\$_____
(E) Taxes/Governmental Fees:	\$_____
(F) Miscellaneous	+ \$_____

**TOTAL COSTS [Add: A, B, C, D, E, & F]** = \$\_\_\_\_\_

Total Down Payment [Use figure from Sec. 5, above]: - \$\_\_\_\_\_

**TOTAL AMOUNT DUE AT CLOSING:** = \$\_\_\_\_\_

**[Warning to Buyer: The figures itemized above (A – F) must be exactly the same as those appearing on Exhibit A. If not, you should clarify any discrepancy with Dealer before Closing. You should not close this transaction until any discrepancy is clarified to your reasonable satisfaction.]**

The "Total Amount Due at Closing" of \$\_\_\_\_\_ (hereinafter, the "Remaining Balance") shall be financed by Dealer over \_\_\_\_\_ months. At the time of closing, as defined at Section 7, below, Dealer and Buyer will sign a Retail Installment Contract (the "Contract") securing repayment of the Remaining Balance. A sample copy of the Contract is attached hereto as Exhibit B, and by this reference incorporated herein. The Contract will impose a lien on the Home, and upon the filing of a Manufactured Structure Notice of Sale/Change of Ownership form through the DCBS the public record will disclose Dealer's security interest in the Home. Dealer's security interest will remain on the Home for so long as any portion of the Remaining Balance is due to Dealer. In addition to the terms, covenants and condition appearing in the Contract, the terms of Buyer' repayment obligation to Dealer will include the following:

- Monthly Installments shall not be less than \$\_\_\_\_\_, principal including interest, at the rate of \_\_\_\_% per annum;
- Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing on the same day of each month thereafter, Buyer shall pay Dealer the Monthly Installments until \_\_\_\_\_, 20\_\_\_\_ at which time the entire unpaid Remaining Balance, principal including all accrued interest, charges, penalties and all other sums due under the Contract, shall be paid in full (the "Balloon Payment"). As more fully described at Section 5.1 of the Contract, the Balloon Payment obligation at that time will be approximately \$\_\_\_\_\_.



- c. Subject to certain limitations, as more fully described at Section 6. of the Contract, Buyer shall have the right to prepay all or part of the Remaining Balance at any time. However, no partial prepayments shall excuse Buyer from timely making all regularly scheduled Monthly Installments in accordance with the Contract.
- d. All Monthly Installments shall be made payable to *[Select one]* Dealer's Business Address above, or Other (Identify): \_\_\_\_\_.
- e. The Home may not be transferred, assigned, subleased, or given as security for any further indebtedness due from Buyer, without Dealer's written consent. The occurrence of such an event shall constitute a default under the terms of the Contract.
- f. Dealer shall have the right to transfer or assign this Agreement and/or the Contract at any time and for any reason, with or without recourse. Provided, however, Buyer's rights thereunder shall not be diminished thereby. Buyer shall be notified in the event of such transfer or assignment.
- g. For so long as any sums are due under the Contract from Buyer to Dealer or Dealer's successors or assigns, Buyer understands and agrees that the Home shall remain located at the Community and may not be removed without Dealer's written consent, or the written consent of Dealer's successors or assigns. The occurrence of any such event shall constitute a default under the terms of the Contract.
- h. **Buyer's Initials:** \_\_\_\_\_

**7. CLOSING DATE/POSSESSION/TITLE/ESCROW.** The term "Closing" shall mean the time at which: (i) All sums due to Dealer under this Agreement are paid in full; (ii) Marketable title to the Home is transferred to Buyer; (iii) All property tax prorations, if applicable, have occurred, and all necessary government fees and other exactions have been paid; (iv) All keys to the Home have been delivered to Buyer; (v) The Contract (Exhibit B), and all other necessary documents securing repayment of the Remaining Balance due Dealer have been fully executed; and (vi) All required documents have been submitted to the DCBS pursuant to ORS 446.736 ("Transfer of Interest by Dealer").

- a. Closing shall occur on or before \_\_\_\_\_ ("the Closing Date"). Buyer's right of possession of the Home shall occur on or after 5:00 PM on the Closing Date, upon condition that: (i) Buyer has been approved as a tenant by the Community's landlord/management; and (ii) Buyer has signed a written rental agreement or lease for the space upon which the Home is located. Buyer understands and agrees to accept all risk and responsibility in seeing that (i) and (ii) occur on or before the Closing Date. If this transaction fails to close on or before the Closing Date due to the fact that (i) and/or (ii) failed to occur, Buyer understands and agrees that Buyer's earnest money deposited shall be forfeited to Dealer as the contractually agreed upon liquidated damage, and this transaction shall be terminated.
- b. Unless the parties agree in writing to extend it, if this transaction fails to close on or before the Closing Date, time being declared to be of the essence, it shall be automatically terminated, and the earnest money deposit shall be distributed to the party so entitled, pursuant to Section 5, above. Any trade-ins received by Dealer shall be returned to Buyer, and Dealer shall be reimbursed for any sums expended to pay off any liens or other encumbrances on any trade-ins.
- c. Dealer agrees to convey to Buyer marketable title to the Home, free and clear of any security interests, liens or other objectionable recorded encumbrances.



- d. This transaction (*select one*): will, will not, be closed using a state-licensed escrow service. If this transaction will be closed in escrow, it will occur at (*identify company and location*): \_\_\_\_\_  
\_\_\_\_\_ (hereinafter, "Escrow"). The cost of Escrow shall be paid as follows: By Dealer; By Buyer;  
Equally divided between Dealer and Buyer; or Other (describe): \_\_\_\_\_  
\_\_\_\_\_.
- e. Will title insurance be procured for the Home? Yes No. If "Yes" the cost thereof shall be paid as follows: By Dealer; By Buyer; Equally divided between Dealer and Buyer; or Other (describe): \_\_\_\_\_  
\_\_\_\_\_.
- f. If this transaction will not be closed in escrow, Dealer covenants and agrees to see that closing occurs in accordance with the terms of this Section 7, and to comply with ORS 446.736 ("Transfer of Interest by Dealer"), which requires, among other things, that Dealer will provide notice of this transaction to the DCBS within 25 days following the date of Closing.

8. **DISCLOSURES TO BUYER.** [See, OAR 137-020-0550(7)]

- a. This Agreement is a legally binding contract between the Dealer and Buyer;
- b. Together with all other written terms and conditions of the Contract, attached hereto as Exhibit B, this Agreement represents a complete and full statement of the terms of agreement between Dealer and Buyer regarding the sale and purchase of the Home;
- c. No other terms of agreement between Dealer and Buyer may be presented in evidence other than the contents of this Agreement, the Contract, and any agreed-upon addenda thereto;
- d. Any oral promise or other agreement that is not set forth in this Agreement or the Contract may not be legally enforceable.

9. **ADDITIONAL TERMS AND CONDITIONS**

- a. **No Oral Agreements.** Buyer understands and agrees that, subject to Subsection (k) below, all terms, covenants and condition of this transaction are contained in this Agreement and Contract (Exhibit B), and there are no others. Any statements, discussions, terms or conditions regarding this transaction that occur prior to the mutual execution of this Agreement and Contract (Exhibit B) are not enforceable unless they are contained therein. For that reason, it is important that Buyer, or Buyer's legal counsel, review this Agreement and attached Contract (Exhibit B) to make sure that it contains all of the terms of agreement between Dealer and Buyer.
- b. **Buyer's Duty to Inspect Home/Contingency.** This transaction is subject to Buyer's personal approval of the condition of the Home. Accordingly, Buyer shall have a right of inspection, personally and/or using one or more professional inspectors, of the interior and exterior of the Home, including the space upon which it is located. This right of inspection shall continue for \_\_\_\_\_ calendar days [seven (7) if not filled in] following the date Dealer and Buyer have both signed this Agreement. In the event that Buyer fails to notify Dealer, in writing, of Buyer's dissatisfaction with the condition of the Home or the space upon which it is located, it shall be conclusively presumed that Buyer is personally satisfied therewith, and accepts the Home and space in its present condition,



with all defects, if any, known or unknown, apparent or not apparent. If Buyer gives Dealer timely written notice of disapproval in accordance with this Subsection (b), this transaction shall be terminated and all earnest money promptly returned to Buyer, subject only to confirmation that said funds have been actually collected by the depository institution holding the same. ***It is recommended that Buyer have a professional inspection performed of all structural elements of the Home together with all systems, such as heating, cooling, plumbing, and electrical. Buyer understands that if Buyer does not inspect the Home prior to closing of this transaction, Buyer will assume the risk that there are unknown defects or conditions that may adversely affect the use, enjoyment, and safety of the Home.***

Buyer's Initials: \_\_\_\_\_

- c. **No Warranties/AS-IS.** Buyer understands and agrees that to the maximum extent permitted by federal, state, or local laws, Buyer is acquiring the Home in its AS-IS condition, with all defects, known or unknown, as of the date of closing. Buyer expressly accepts all risks, financial or otherwise, should Buyer fail to have the Home fully inspected by a professional inspection company qualified to inspect manufactured homes. DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THE HOME OR ANY APPLIANCES OR COMPONENTS CONTAINED THEREIN. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE DEALER IN THE SALE OF THIS HOME. **This provision shall expressly survive closing of this transaction.** Buyer's Initials: \_\_\_\_\_
- d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- e. **No Modifications.** Subject to Subsection (k) below, the terms of this Agreement may not be modified, altered, or amended, except in writing signed by both parties.
- f. **Time Essence.** Time is specifically declared to be of the essence in this Agreement.
- g. **Wood Stove/Fireplace Insert.** If the Home has an uncertified woodstove or fireplace insert, it will be removed by Dealer prior to the Closing Date. [For more information see: <http://www.deq.state.or.us/aq/burning/woodstoves>]
- h. **Alarms/Detectors.** By the Closing Date, the Home will have one or more operating smoke alarms or smoke detectors, and, if there is a carbon monoxide source, a carbon monoxide alarm. [For more information see: [http://www.oregon.gov/osp/SFM/Pages/CommEd\\_SA\\_Program.aspx](http://www.oregon.gov/osp/SFM/Pages/CommEd_SA_Program.aspx), and [http://www.oregon.gov/OSP/sfm/Pages/commed\\_co\\_program.aspx](http://www.oregon.gov/OSP/sfm/Pages/commed_co_program.aspx)]
- i. **Severability.** In the event that any terms of this Agreement or the attached Contract (Exhibit B) are deemed unenforceable or contrary to state, federal or local law, the remaining terms shall be severable and enforceable to the fullest extent of the law.
- j. **Further Cooperation.** In the event that there are additional consumer protection documents or terms that Dealer determines, in Dealer's reasonable judgment, should become a part of this Agreement as a result of any law, rules or regulations promulgated by the Consumer Finance Protection Bureau, the Oregon Department of Justice, or any

other state or federal regulatory authority, Buyer agrees that this Agreement may be supplemented to include such document or terms. In no event shall the terms of such document be used to diminish Buyer's rights hereunder.

- k. **No Transfer.** Neither this Agreement, nor any interest therein, may be transferred by Buyer without Dealer's written consent. Such transfer without Dealer's consent shall be void and of no effect.
- l. **Attachments.** Attached to this Sale Agreement are three consumer protection documents: (1) Buying a Manufactured Home – Agencies & Information You Should Know About; (2) Your Manufactured Structure; and (3) Repairing Your Manufactured Home. By his/her initials below, Buyer acknowledges receipt of said documents.  
Buyer's Initials: \_\_\_\_\_

**DEALER MUST GIVE A SIGNED COPY OF THIS AGREEMENT TO THE BUYER AND MUST RETAIN ONE SIGNED COPY IN DEALER'S FILES FOR NOT LESS THAN SEVEN (7) YEARS FROM THE DATE OF SALE.**

**THIS AGREEMENT IS A CONTRACT BETWEEN DEALER AND BUYER, AND TOGETHER WITH ALL OTHER WRITTEN TERMS AND CONDITIONS OF THE ADDENDA AND ATTACHED RETAIL INSTALLMENT CONTRACT (EXHIBIT B), REPRESENTS A COMPLETE AND FULL STATEMENT OF THE TERMS HEREOF.**

**NO OTHER TERMS OF THIS AGREEMENT OR ATTACHED RETAIL INSTALLMENT CONTRACT (EXHIBIT B) MAY BE PRESENTED INTO EVIDENCE OTHER THAN THE CONTENTS THEREOF, AND ANY AGREED-UPON AND SIGNED ADDENDA THERETO. ANY ORAL PROMISE OR OTHER AGREEMENT THAT ARE NOT SET FORTH IN THIS SIGNED AGREEMENT, AND THE RETAIL INSTALLMENT CONTRACT (EXHIBIT B) TO BE SIGNED UPON CLOSING, MAY NOT BE LEGALLY ENFORCEABLE.**

[Continued on Page 9]



**BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT: (A) BUYER HAS HAD A FULL AND COMPLETE OPPORTUNITY TO HAVE THE HOME AND SPACE PROFESSIONALLY INSPECTED AND IS SATISFIED THEREWITH; (B) BUYER HAS REVIEWED THIS AGREEMENT AND ATTACHED RETAIL INSTALLMENT CONTRACT (EXHIBIT B), (C) BUYER HAS BEEN GIVEN AN OPPORTUNITY TO HAVE HIS/HER ATTORNEY OR OTHER EXPERT REVIEW THIS AGREEMENT AND ATTACHED RETAIL INSTALLMENT CONTRACT (EXHIBIT B); AND (D) BUYER HAS RECEIPTED FOR THE ATTACHMENTS IDENTIFIED IN SECTION 9(m) ABOVE.**

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**DEALER:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Company Name**

**By** \_\_\_\_\_  
**Signature of Principal or Authorized Agent**

**By** \_\_\_\_\_  
**Print Name**



## Exhibit A

**(A) Base Price** *[Enter figure from Section 6 of attached Manufactured Home Purchase Agreement]*

\$ \_\_\_\_\_

**[Enter above]**

**(B) Options/Alterations/Upgrades** *[Attach itemized list of each option, alteration or upgrade] [Check here if additional pages attached]*

(1) Options ordered by Buyer and not included in Base Price: \$ \_\_\_\_\_

(2) Alterations or upgrades made by Dealer or third-party at request of Dealer: \$ \_\_\_\_\_

(3) Other *[List here: \_\_\_\_\_]*: \$ \_\_\_\_\_

**Total Options/Alterations/Upgrades:** \$ \_\_\_\_\_

**[Enter above]**

**(C) \*\*Improvements** *[Check here if additional pages attached]:*

(1) Site preparation: \$ \_\_\_\_\_

(2) Plants and landscaping: \$ \_\_\_\_\_

(3) Sidewalks and other concrete work: \$ \_\_\_\_\_

(4) Patio: \$ \_\_\_\_\_

(5) Compaction: \$ \_\_\_\_\_

(6) Skirting: \$ \_\_\_\_\_

(7) Decks: \$ \_\_\_\_\_

(8) Steps: \$ \_\_\_\_\_

(9) Railings: \$ \_\_\_\_\_

(10) Fencing: \$ \_\_\_\_\_

(11) Awnings: \$ \_\_\_\_\_

(12) Gutters, downspouts and rain drains: \$ \_\_\_\_\_

(13) Carport or garage: \$ \_\_\_\_\_

(14) Shed: \$ \_\_\_\_\_

(15) Foundation: \$ \_\_\_\_\_

(16) Basement: \$ \_\_\_\_\_

(17) Heat pumps and air conditioning: \$ \_\_\_\_\_

(18) Septic tank: \$ \_\_\_\_\_

(19) Well: \$ \_\_\_\_\_

(20) Utility hook-up fees (electric, sewer, water, gas, telephone, cable television, \_\_\_\_\_): \$ \_\_\_\_\_

(21) Landlord imposed installation charges

*[List here: \_\_\_\_\_]*: \$ \_\_\_\_\_

(22) Other improvements

*[List here: \_\_\_\_\_]*: \$ \_\_\_\_\_

**Total Options/Alterations/Upgrades:** \$ \_\_\_\_\_

**[Enter above]**

**\*\*The provider of the improvements (contractor) may itemize the retail price for each listed improvement or may itemize each improvement and include the total retail price for all improvements for which the provider contracts.**



## Exhibit A

**(D) Fees** *[Check here if additional pages attached]:*

- |   |          |
|---|----------|
| (1) Administrative or processing fees:  | \$ _____ |
| [ Refundable      non-refundable [check one]; <i>these fees may be returned to Buyer if</i> |          |
| _____ ]   |          |
| (2) Loan fees and credit report fees: <i>these fees may be returned to Buyer if</i>         | \$ _____ |
| _____ ]   |          |
| (3) Fees for obtaining building permits:  | \$ _____ |
| (4) Closing costs:  | \$ _____ |
| (5) Other <i>[List here: _____]</i>   | \$ _____ |

**Total Fees:**      \$ \_\_\_\_\_  
[Enter above]

**(E) Taxes/Governmental Fees** *[Check here if additional pages attached]:*

- |  |          |
|--|----------|
| (1) Property or personal taxes:                          | \$ _____ |
| (2) Government imposed installation charges:             | \$ _____ |
| <i>[List here: _____]</i>                                |          |
| (3) Systems development charges:                         | \$ _____ |
| <i>[List here: _____]</i>                                |          |
| (4) Local building permits:                              | \$ _____ |
| (5) Registration or other charges for transfer of title: | \$ _____ |
| (6) DMV trip permit:                                     | \$ _____ |
| (7) Other <i>[List here: _____]</i>                      | \$ _____ |

**Total Taxes/Governmental Fees:**      \$ \_\_\_\_\_  
[Enter above]

**(F) Miscellaneous** *[Check here if additional pages attached]:*

- |  |          |
|--|----------|
| (1) ***Delivery, if arranged by dealer and not included in base price:                       | \$ _____ |
| (2) ***Site access and set-up charges, if arranged by Dealer and not included in Base Price: | \$ _____ |
| (3) On-site inspection:  | \$ _____ |
| (4) Other goods or services provided by Dealer or third-party at request of Dealer:          | \$ _____ |
| (5) Extended warranty contract or service agreement, if any:                                 | \$ _____ |
| <b><i>[Buyer is not required to purchase]</i></b>  |          |
| (6) Credit life/disability insurance, if any:  | \$ _____ |
| <b><i>[Buyer is not required to purchase]</i></b>  |          |
| (7) Other <i>[List here: _____]</i>  | \$ _____ |

**Total Miscellaneous:**      \$ \_\_\_\_\_  
[Enter above]

**\*\*\*If any additional costs are necessary for the delivery, installation or site access, the Buyer is responsible for the additional costs. If the Dealer performs an on-site inspection, the Dealer shall give the Buyer an estimate of the additional costs.**

