

**ADOPTED REGULATION OF THE ADMINISTRATOR OF THE  
MANUFACTURED HOUSING DIVISION OF THE  
DEPARTMENT OF BUSINESS AND INDUSTRY**

**LCB File No. R019-04**

Effective July 13, 2004

EXPLANATION – Matter in *italics* is new; matter in brackets [~~omitted material~~] is material to be omitted.

**NOTE: Some formatting may appear differently due to format requirements of the Register of Administrative Regulations; see chapter 489 of NAC for the correct formatting.**

AUTHORITY: §§1-3, NRS 489.7152 and 489.7154.

A REGULATION relating to manufactured homes; making various changes to the form contract for the sale of a new manufactured home, mobile home or commercial coach; making various changes to the form contract for the sale of a used manufactured home, mobile home or commercial coach; making various changes to the listing agreement for the sale of a used manufactured home, mobile home or commercial coach; and providing other matters properly relating thereto.

**Section 1.** NAC 489.230 is hereby amended to read as follows:

489.230 1. The following form of contract for the sale of a new manufactured home, mobile home or commercial coach must be used in the sale of any new manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by contacting the Division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, telephone number 702.486.4135.

~~[(DEALER HEADER INFORMATION TO BE INSERTED HERE)]~~

**DEALER INFO MUST  
BE INSERTED HERE**

*July, 2004 Manufactured Housing Division of the  
Department of Business and Industry*

***Purchase Contract NEW Homes***

*This is a legal and binding Contract; if you do not  
understand it, you should contact an Attorney*

*Page 1 of 6, Plus Applicable Supplements*

<b><del>NEW HOME PURCHASE CONTRACT</del></b>					
<input type="checkbox"/> WITH LAND <del>—</del> <input type="checkbox"/> WITHOUT LAND		PHONE		DATE	
BUYER					
ADDRESS				SALESPERSON	
DELIVERY ADDRESS					
MAKE	SERIAL #	SIZE	YEAR/MANUFACTURER	BEDROOMS	BATHS
OPTIONAL EQUIPMENT, LABOR & ACCESSORIES (for additional items or services, see page 9)		PRICE			PRICE
			<del>BASE PRICE OF HOME</del>		
			OPTIONAL EQUIPMENT		
			TOTAL PAGE 2		



~~This contract contains the entire agreement between Dealer and Buyer, and no other representation or inducement has been made that is not contained in this contract. By initialing each page of this contract, Buyer confirms he has reviewed ALL NINE (9) PAGES of this purchase contract and has obtained any legal, tax or other professional advice Buyer may desire. Buyer and Dealer agree that each portion of this contract is independent of any other portion and that if any portion of this contract is found to violate the law or to be unenforceable, the remainder of this contract is valid. Do not sign this contract if it contains blank spaces. Buyer acknowledges receipt of a copy of this contract.~~

<del>DESCRIPTION OF TRADE-IN</del>			<del>AMOUNT OWING</del>
<del>LIENHOLDER</del>			<del>SIZE</del>
<del>TITLE #</del>	<del>BEDROOMS</del>	<del>BATHS</del>	<del>COLOR</del>
<del>SERIAL #</del>			

~~LICENSED DEALER OR LICENSED REPRESENTATIVE \_\_\_\_\_~~

~~DATE \_\_\_\_\_~~

~~BUYER \_\_\_\_\_ SSN \_\_\_\_\_ DATE \_\_\_\_\_~~

~~BUYER \_\_\_\_\_ SSN \_\_\_\_\_ DATE \_\_\_\_\_~~

\_\_\_\_\_ ~~Initials~~ \_\_\_\_\_ ~~Initials~~ \_\_\_\_\_

**~~IMPROVEMENTS CONTRACTED FOR BY DEALER (See page 1)~~**

<del>A. Skirting</del>	<del>\$</del>	<del>F. Installation</del>	<del>\$</del>	<del>K. Septic Tank</del>	<del>\$</del>		<del>\$</del>
<del>B. Site Prep.</del>	<del>\$</del>	<del>G. Gas</del>	<del>\$</del>	<del>L. Concrete Work</del>	<del>\$</del>		<del>\$</del>
<del>C. Compaction</del>	<del>\$</del>	<del>H. Electric</del>	<del>\$</del>	<del>M. Walls/Fencing</del>	<del>\$</del>		<del>\$</del>
<del>D. Patios</del>	<del>\$</del>	<del>I. Water</del>	<del>\$</del>	<del>N. On-site Inspection</del>	<del>\$</del>		<del>\$</del>
<del>E. Landscaping</del>	<del>\$</del>	<del>J. Well</del>	<del>\$</del>		<del>\$</del>		<del>\$</del>
	<del>\$</del>		<del>\$</del>		<del>\$</del>		<del>\$</del>
				<del>Total</del>			<del>\$</del>

†

<input type="checkbox"/> WITH LAND <input type="checkbox"/> WITHOUT LAND		PHONE			DATE	
BUYER						
ADDRESS				SALESPERSON		
DELIVERY ADDRESS						
MANUFACTURER	SERIAL #	SIZE	YEAR BUILT	BEDROOMS	BATHS	
<b>NOTES AND CONDITIONS</b>  ADDITIONAL CHARGES AND SUPPLEMENTS A, B, C AND D ARE REFERENCED BELOW IF APPLICABLE:				\$ PRICE		
				<b>BASE PRICE OF HOME (DRS)</b>		
						<b>COSTS</b>

	<i>MISCELLANEOUS TAXABLE PAGE 6</i>		
	<i>DOCUMENT FEES</i>		
	<b><i>SUBTOTAL for taxable</i></b>		
	<i>SALES TAX</i>		
	<i>NONTAXABLE ITEMS PAGE 6</i>		
	<i>FEES AND INSURANCE</i>		
	<b><i>1. CASH PRICE</i></b>		
			<b><i>CREDITS</i></b>
	<i>NET TRADE PAGE 6</i>		
	<i>NET ALLOWANCE</i>		
	<i>EARNEST DEPOSIT</i>		
	<i>CASH AS AGREED</i>		
	<b><i>2. LESS TOTAL CREDITS</i></b>		
	<b><i>3. UNPAID BALANCE</i></b>		
	<b><i>DUE ON OR BEFORE CLOSING</i></b>		

*This contract contains the entire agreement between Dealer and Buyer, and no other representation or inducement has been made that is not contained in this contract. By signing each page of this contract, Buyer confirms he has reviewed **ALL SIX (6) PAGES, PLUS APPLICABLE SUPPLEMENTS**, of this purchase contract and has obtained any legal, tax or other professional advice Buyer may desire. Buyer and Dealer agree that each portion of this contract is independent of any other portion and that if any portion of this contract is found to violate the law or to be unenforceable, the remainder of this contract is valid.*

**DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. DEALER MUST PROVIDE A SIGNED COPY OF THIS CONTRACT TO BUYER AT TIME OF SIGNING BY BUYER AND DEALER.**

**LICENSEE** \_\_\_\_\_  
**DATE** \_\_\_\_\_  
**BUYER** \_\_\_\_\_ **SSN** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**BUYER** \_\_\_\_\_ **SSN** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DEALER INFO MUST  
BE INSERTED HERE**

*July, 2004 Manufactured Housing Division of the  
Department of Business and Industry*

**Purchase Contract NEW Homes**

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understand it, you should contact an Attorney*

*Page 2 of 6, Plus Applicable Supplements*

**CHANGE ORDERS:** Any change orders relating to the construction of the premises must be the subject of a separate written agreement between Buyer and Dealer.

**BUYER'S SELECTION:** Within \_\_\_\_ days after execution of this contract, Buyer must finalize selection of flooring, draperies, cabinetry, countertops and all other selections necessary or appropriate to complete construction, from color and material samples provided by Dealer, and communicate all Buyer's selections to Dealer within \_\_\_\_\_ calendar days after Dealer's acceptance of this contract or \_\_\_\_\_ calendar days after Buyer's receipt of samples. Buyer's selections are final and binding. If Buyer has not made selections within the period allowed, Buyer authorizes Dealer, at Dealer's discretion, to make such color and material selections for Buyer and Buyer agrees, understands and accepts that in such case, Dealer's selections are binding upon Buyer. Alternatively, Buyer may select certain color schemes, upgrades and appliances not included among the standard selections provided by Dealer, which are known as "cash extras." If this transaction fails to close for any reason (including, without limitation, the failure of Buyer to obtain a loan, if applicable, or to satisfy any other contingencies), other than a default by Dealer, all amounts paid to Dealer by Buyer for cash extras will be nonrefundable and Buyer will have no claim or right thereto. Buyer will be liable to promptly reimburse Dealer any sums advanced on Buyer's behalf.

**BUYER'S WALK-THROUGH:** Before possession, Buyer and Dealer, or their agents, shall inspect the home and complete the "Walk-Through Checklist" form. Upon conclusion of this inspection and within 30 days after possession, Buyer will notify Dealer in writing of any claim by Buyer for any deficiencies in workmanship or materials and any cosmetic items (such as

drywall cracking, scratches, chips, dents, etc.) that need to be corrected. Buyer understands that Dealer cannot be held responsible for minor drywall cracking due to the settling of the soil or home. Dealer shall correct, either directly or indirectly, within a reasonable period, any items noted by Buyer that are, in the good faith judgment of Dealer, deficient in workmanship or materials according to the standard in the industry or the requirements of the Manufactured Housing Division of the Department of Business and Industry.

**CLOSING DATE OF [MORTGAGE] LOAN:** If Buyer is obtaining a [mortgage] loan, Buyer shall comply with all terms and conditions of such [mortgage] loan, including payment of all closing costs, and Buyer shall close escrow on the [mortgage] loan within ~~[two (2)]~~ **three (3)** days after completion of the premises. Buyer and Dealer hereby agree that escrow on the [mortgage] loan is closed when the [mortgage] lien documents are recorded.

**CLOSING DATE OF CONSTRUCTION LOAN:** If Buyer is obtaining a construction loan, Buyer shall comply with all terms and conditions of such construction loan, including payment of all closing costs, and Buyer shall close escrow on the construction loan before Dealer becomes obligated to commence construction. Buyer and Seller hereby agree that escrow on the construction loan is closed when the mortgage lien documents are recorded.

**OWNERSHIP:** Buyer understands that Buyer is not the legal owner of the home until closing. Buyer shall not enter the premises or allow any other person to enter the premises ~~[during the course of construction or]~~ at any [other] time before the close of escrow. Buyer shall indemnify

and hold Dealer and subcontractors harmless for any and all injuries or damages resulting from entry on the premises by Buyer or Buyer's representatives and guests.

**POSSESSION AND KEYS:** Possession and occupancy will be delivered to Buyer upon completion of construction and final funding of Buyer's loan. Dealer shall provide keys and/or a means to operate all locks. *The estimated occupancy date is \_\_\_\_\_.*

**BUYER AND DEALER COOPERATION:** After closing and throughout the warranty period, Buyer and Dealer agree to cooperate in scheduling appointments and making the home accessible to contractors during regular business hours (8 a.m. to 5 p.m., Monday through Friday). ~~[at the times agreed upon.]~~ Unless otherwise required by law, Dealer has no obligation to correct any item not caused by deficient workmanship or materials. Buyer understands that Dealer may encounter delays ~~[in]~~ correcting certain deficiencies because the primary responsibility for correcting ~~[such]~~ deficiencies may be that of the manufacturer, a subcontractor or a supplier whose time schedule is not controlled by Dealer. Dealer's obligation to correct any deficiencies noted by Buyer will not delay the closing of the transaction or demand any conditions upon the closing not specified in this contract.

**SPECIFICATIONS OF THE HOME:** Buyer understands that, because of changes in specifications, unavailability of materials, model year changes, etc., the home as delivered may not be exactly the same as any model home or as in any sales literature Buyer may have previously seen. The manufacturer has the right, without notification, to substitute any materials or fixtures specified with those of comparable or of better quality. The manufacturer must

comply with the factory order sheet signed by Buyer, which is hereby made a part of this contract.

~~[Initials \_\_\_\_\_ Initials \_\_\_\_\_]~~

~~**BUYER'S FINANCING REQUEST: NO DEALER LIABILITY**~~

~~BUYER REQUESTS THAT THE FOLLOWING CONTRACT ITEMS BE INCLUDED IN THE LOAN AMOUNT, SOLELY FOR PURPOSES OF ASSISTING BUYER WITH FINANCING, WITHOUT LIABILITY TO DEALER. Buyer will SEPARATELY CONTRACT for these items and will look ONLY to the contractor with regard to these items. We recommend you hire only CONTRACTORS LICENSED AND BONDED by the proper licensing authority for the work that they will be doing. (Check box if nontaxable.)~~

A. Skirting	\$	<input type="checkbox"/>	F. Patios	\$	<input type="checkbox"/>	M. Concrete Work	\$	<input type="checkbox"/>
B. Site Prep.	\$	<input type="checkbox"/>	G. Gas	\$	<input type="checkbox"/>	N. Installation	\$	<input type="checkbox"/>
C. Compaction	\$	<input type="checkbox"/>	H. Electric	\$	<input type="checkbox"/>	O. Landscaping	\$	<input type="checkbox"/>
D. Termite Test	\$	<input type="checkbox"/>	I. Water	\$	<input type="checkbox"/>	P. Awnings	\$	<input type="checkbox"/>
E. Land Cost	\$	<input type="checkbox"/>	J. Septic Tank	\$	<input type="checkbox"/>	Q. Electric Pedestal	\$	<input type="checkbox"/>
* Impact Fees	\$	<input type="checkbox"/>	K. Well	\$	<input type="checkbox"/>	R. TV/Phone Jacks	\$	<input type="checkbox"/>
* Points in \$	\$	<input type="checkbox"/>	L. Utility Fees	\$	<input type="checkbox"/>	S. Walls/Fencing	\$	<input type="checkbox"/>
* Closing Fees	\$	<input type="checkbox"/>		\$	<input type="checkbox"/>		\$	<input type="checkbox"/>

~~**TOTAL FINANCING REQUESTED**~~

\$

\_\_\_\_\_

~~**CHANGE ORDERS:** Any change order for this section relating to the construction of the premises must be contained within a separate written agreement between Buyer and his contractor and does not involve Dealer.~~

~~**Buyer** agrees to have this work completed before (date) \_\_\_\_\_. Buyer understands that Dealer will incur additional costs if completion of any change order is delayed. Therefore, Buyer agrees to pay a LATE CHARGE OF \$ \_\_\_\_\_ PER DAY until work is completed. Buyer's time and his contractor's time to complete any improvements will be extended automatically for the length of any delays resulting from matters outside of Buyer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local authorities having jurisdiction over the premises which may affect Buyer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God. Buyer must notify Dealer of any such delay within 24 hours before Dealer is to arrive to begin his work.~~

~~**SITE IMPROVEMENT:** The construction of the site improvements must be completed in compliance with the plans and specifications in any addendum referenced and the applicable governmental regulations.~~

~~**CONSTRUCTION SCHEDULE:** Dealer makes no representation as to the specific completion date or schedule of construction other than as set forth herein. The time by which the premises must be completed may be extended by written agreement of Dealer and Buyer and~~

~~will be extended automatically for the length of any delays resulting from matters outside Dealer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local authorities having jurisdiction over the premises which may affect Dealer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God.]~~

*Date* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Licensee* \_\_\_\_\_

*Dealer's #* \_\_\_\_\_

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*Page 3 of 6, Plus Applicable Supplements*

***HOME WARRANTY AND ARBITRATION AGREEMENT***

***MANUFACTURER'S WARRANTIES:*** *Buyer understands that the manufacturer of the home purchased or any appliance(s) or component(s) may have provided written warranties covering*

*the home, appliance or component. Dealer will give Buyer copies of any and all written warranties supplied by a manufacturer. Delivery by Dealer to Buyer of the warranties by a manufacturer covering the home purchased or any appliance(s) or component(s) does not mean that Dealer adopts the warranties of any such manufacturer. Buyer acknowledges that the express warranties made by a manufacturer have not been made by Dealer even if the warranties indicate that Dealer has made them or that Dealer has made some other express warranty. Dealer is not an agent of the manufacturer for warranty purposes even if Dealer completes, or attempts to complete, repairs for the manufacturer.*

***EXCLUSION OF WARRANTIES:*** *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 will not apply to the home purchased. Buyer understands that Dealer makes no warranties whatsoever regarding the home or any appliance or component contained therein, except as may be required under applicable state law.*

***LIMITATIONS ON DAMAGES:*** *If the manufacturer's warranty is limited to repair or replacement and such warranty fails because an attempt at repair is not completed within a reasonable time or the manufacturer has gone out of business, Buyer agrees that, if Buyer is entitled to any damages at all 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 home caused by the lack of repairs. In any case, Dealer will not be required to pay Buyer any incidental or consequential damages. Buyer also agrees that once Buyer has accepted the home, even though the*

*manufacturer's warranty does not accomplish its purpose, Buyer cannot return the home to Dealer and seek a refund for any reason.*

*Buyer agrees that Buyer's home comes with a warranty provided by the manufacturer of the home. Buyer agrees to read this warranty. All appliances are covered under separate warranty. The Manufactured Housing Division of the Department of Business and Industry provides a "Manufactured Housing Homeowner Information Bulletin" that outlines the State's assistance in handling warranty claims should any arise. Buyer agrees to read and sign this form. Dealer warrants the leveling of the home upon initial installation only. It is Buyer's responsibility to maintain the leveling of the home.*

*In addition to seeking assistance from the Manufactured Housing Division, Buyer further agrees, covenants and consents that any and all controversies arising out of or in any way relating to this contract may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. A judgment upon the award rendered by the arbitrators may be entered in, and be enforceable by, any court of competent jurisdiction.*

*If arbitration is used, it is further provided that all parties to this contract hereby covenant and agree that each of them shall submit to, and be bound by, the decision of the arbitrator appointed by the applicable national panel of arbitrators in accordance with the rules for appointment of such panels by the American Arbitration Association. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically*

agree that all arbitration proceedings arising hereunder will be held in \_\_\_\_\_ County. All costs relating to arbitration are to be shared equally by all parties.

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Licensee \_\_\_\_\_

Dealer's # \_\_\_\_\_

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*Page 4 of 6, Plus Applicable Supplements*

**RECEIPT FOR *EARNEST* DEPOSIT**

**Received by** \_\_\_\_\_ **Date** \_\_\_\_\_

**Dealer**

**Print name(s) as it/they should appear on title:**

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**EARNEST DEPOSIT:** Upon acceptance of this contract by Dealer, Dealer ~~may~~ *shall* deposit Buyer's money into a trust account. Unless otherwise provided in this contract, all deposited money is considered a part of the purchase price. **Buyer agrees that, if Buyer breaches this contract, any deposited money may be subject to forfeiture.** In the event any check is dishonored for any reason, Dealer may, at his option, be immediately released from any further obligation under this contract.

Amount of deposit: \$ \_\_\_\_\_ Dealer's Receipt # \_\_\_\_\_

Form of deposit: Personal check      Cash: \$ \_\_\_\_\_      Other: \$ \_\_\_\_\_

Received by \_\_\_\_\_

\_\_\_\_\_

~~Salesperson's Name      Salesperson's Signature      License #      Date~~

*Licensee's Name*

*Licensee's Signature*

*Date*

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~~[Firm]~~ *Dealer Name*

~~[Firm]~~ *Dealer's License #*



~~Buyer acknowledges paying a **reduced purchase price** of \$ \_\_\_\_\_ for the Display Model and Dealer agrees to warrant cosmetic items only for a period of \_\_\_\_\_ days after the date of closing, subject to the terms of any addenda and the delivery and installation provisions of this contract, if any. All applicable manufacturer's warranties will still apply as set forth in the manufacturer's warranty materials received by Buyer. As a material part of this contract, Buyer represents that Buyer is voluntarily **giving up certain warranty rights in exchange for a substantial reduction in the price** Buyer is paying for the home.~~

~~By accepting the discounted price, Buyer has specifically and voluntarily **chosen to waive** Buyer's rights to object to **any** matter concerning the cosmetic condition of the home after the limited warranty period set forth herein expires. Buyer will be responsible for any and all cosmetic items after that date, and therefore agrees to release and indemnify Dealer, its principals, agents and employees from any and all liability or complaints whatsoever for cosmetic items after the limited warranty expires.~~

~~Buyer agrees that this contract is a complete defense to any complaint, civil or administrative, regarding any cosmetic items arising after the limited warranty for this home expires. Buyer has been advised that Dealer has granted Buyer a right to have a professional inspection performed on the home before delivery and encourages Buyer to have such an inspection performed.~~

~~Buyer specifically acknowledges that there have been no representations or warranties of any kind made by Dealer or any of its representatives regarding the applicable warranty, the~~

~~condition of the home, its systems or any of the appliances that may be contained therein, other than as set forth in writing in this purchase contract and any addenda thereto.~~

~~Buyer acknowledges that Dealer may have furnishings, wall decorations and similar display items in the Display Model that are not included in the purchase of the home unless listed separately on page 1.~~

~~Except for any written repairs noted below, Buyer is accepting the home in "AS IS" condition with regard to each of the following initialed items:~~

**Initials:**

~~\_\_\_\_\_ Exterior Paint \_\_\_\_\_~~

~~\_\_\_\_\_ Wear and Tear on Linoleum \_\_\_\_\_~~

~~\_\_\_\_\_ Scratches on Cabinets \_\_\_\_\_~~

~~\_\_\_\_\_ Wear and Tear on Carpet \_\_\_\_\_~~

~~\_\_\_\_\_ Scratches and Dents on Appliances \_\_\_\_\_~~

~~\_\_\_\_\_ Ordinary Wear and Tear on Roof \_\_\_\_\_~~

~~\_\_\_\_\_ Cosmetic Defects (Cuts, Chips and Cracks) \_\_\_\_\_~~

~~\_\_\_\_\_ Dents, Scratches and Discoloration of Interior and Doors \_\_\_\_\_~~

\_\_\_\_\_

~~\_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_~~

\_\_\_\_\_

~~Licensed Dealer or Representative~~ \_\_\_\_\_ ~~Date~~

\_\_\_\_\_ ~~Initials~~ \_\_\_\_\_ ~~Initials~~ \_\_\_\_\_

**DELIVERY AND INSTALLATION**

~~This contract contains all essential services and elements to complete the installation of the home and meets all requirements to pass inspections required by state laws and regulations unless otherwise noted in this contract. To help ensure prompt delivery and proper installation of your home, there are certain responsibilities that must be fulfilled by both you and your Dealer for the work to be done properly. Please read the following provisions carefully. If you have any questions, please ask your sales representative.~~

**~~WE, AS YOUR DEALER, ARE RESPONSIBLE FOR THE FOLLOWING:~~**

- ~~1. Blocking and leveling of the home to State's code or manufacturer's code.~~
- ~~2. The connection of above ground utilities, as agreed upon in the contract, up to a maximum of \_\_\_\_\_ feet of materials, to existing codes.~~
- ~~3. Any applicable inspections.~~

~~You, as Buyer, agree that if MORE than the maximum of \_\_\_\_\_ feet of above-ground utility materials are needed for proper installation of the home, you will pay, at the time of installation, the following charges or allow them to be included in your financing request:~~

<del>A. Electrical, 100 AMP</del>	<del>\$_____</del>	<del>Per Ft.</del>	<del>E. Water</del>	<del>\$_____</del>	<del>Per Ft.</del>
<del>B. Electrical, 200 AMP</del>	<del>\$_____</del>	<del>Per Ft.</del>	<del>F. Gas</del>	<del>\$_____</del>	<del>Per Ft.</del>
<del>C. Sewer</del>	<del>\$_____</del>	<del>Per Ft.</del>	<del>G. Telephone</del>	<del>\$_____</del>	<del>Per Ft.</del>
<del>D. Television cable</del>	<del>\$_____</del>	<del>Per Ft.</del>	<del>H. Required flood plain or perimeter blocking</del>	<del>\$_____</del>	<del>Actual Cost</del>

~~This contract  DOES  DOES NOT contain a line item charge, in the amount of \$\_\_\_\_\_, for "materials." Any unused portion of this money will be returned to Buyer after the installation is completed and the installation crew is paid. If Buyer believes that the utility or other costs will exceed this amount, Buyer should advise the salesperson immediately so this figure may be adjusted. Buyer understands that Dealer cannot be held responsible for delays caused by weather, accidents, strikes, fires, equipment failure, delays by the manufacturer or any other cause beyond Dealer's control.~~

~~**YOU, AS BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:**~~

- ~~1. Arranging for utility service to be turned on at the time of installation, as set forth below.~~
- ~~2. (A)  Obtaining the necessary permit for the placement of your home; or~~

- ~~(B)  Authorizing Dealer to obtain the permit. You hereby agree to pay for the permit and any tap on development fees.~~
- ~~3. Verifying that your home is compatible with the lot, CC&Rs, deed restrictions, zoning laws and the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site preparation costs not included in this contract and excessive trenching for utilities, as necessary. You are also responsible for any additional expenses, such as a loader, bulldozer or similar heavy equipment that may be needed to properly install your home on your site. For your protection, Dealer advises you to have a compaction test done on the soil to determine compatibility. Dealer can arrange for this test to be done, at your expense. If you act against Dealer's advice and choose not to have a compaction test done, you agree that YOU will be responsible for any problems that a compaction test would have revealed. Improper soil compaction can lead to such problems as unlevelled conditions, settling, tape or texture cracking, etc.~~
- ~~4. Making sure there is adequate access for the home to be properly installed. If the lot is not ready for installation of your home and the workers are required to wait, there will be a charge of \$ \_\_\_\_\_ per hour for each worker.~~
- ~~5. Making sure the electrical power pedestal is installed with meter base, breaker box and necessary (size \_\_\_\_\_ AMP) breaker, within \_\_\_\_\_ feet of the home's electrical service, unless otherwise agreed upon.~~
- ~~6. Making sure the water, septic tank or sewer connection is within \_\_\_\_\_ feet of the home's connection point, and your portion must be preinstalled to the proper code. For assistance, please contact your licensed contractor.~~

- ~~7. Contracting with and paying a licensed contractor for gas plumbing, testing of appliances and gas hookup if Dealer or installation company is not licensed for gas plumbing, testing of appliances and gas hookup. It is not the responsibility of Dealer to complete such work under this contract. Dealer is not responsible for any work done by outside contractors.~~
- ~~8. Arranging for phone service and the installation of phone and television jacks.~~
- ~~9. Obtaining written approval of tenancy from the park management where applicable.~~
- ~~10. Being available to assist in placing the home to your requirements and to accept delivery. Rental community installation sets are usually assisted by the manager and must be installed to the community standards. Make sure that you inquire about these requirements.~~
- ~~11. Allowing \_\_\_\_\_ working days after delivery (\_\_\_\_\_ additional days for drywall homes) before planning to move into your new home. A land or home purchase may take up to \_\_\_\_\_ days after delivery for move in.~~

**Licensed Dealer or Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Home Phone** \_\_\_\_\_ **Work Phone** \_\_\_\_\_ **Other** \_\_\_\_\_

**Delivery Address** \_\_\_\_\_

**Directions** \_\_\_\_\_

\_\_\_\_\_ **Initials** \_\_\_\_\_ **Initials** \_\_\_\_\_

**FINANCING OPTIONS**

**~~NEW CONVENTIONAL FIRST LOAN~~**

~~This sale is contingent upon Buyer qualifying for  Permanent First Loan  Permanent First Loan and Interim Loan~~

~~Permanent Loan Amount: \$ \_\_\_\_\_ Interim Loan Amount: \$ \_\_\_\_\_ Term of Loan: \_\_\_\_\_~~

~~**TYPE OF LOAN:**  Conventional Fixed Rate  Conventional Adjustable Rate  Other~~

~~**INTEREST RATE:** The interest rate must not exceed \_\_\_\_\_% as an annual rate for a fixed rate or an initial rate for an adjustable rate loan. Buyer agrees to establish the interest rate and “points” by separate written agreement with Lender at the time of the loan application. If Buyer does not “lock” rate at time of application and is unable to obtain terms described herein at close of escrow, **earnest money may be forfeited.**~~

~~**INTERIM LOAN:** If an interim loan is required, within ten (10) calendar days or \_\_\_\_\_ calendar days after execution of this contract, Buyer or Lender must provide a written interim loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.~~

~~**CONDITIONAL LOAN APPROVAL:** Within ten (10) calendar days or \_\_\_\_\_ calendar days after execution of this contract, Buyer or Lender must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.~~

~~**LOAN COSTS:** Private Mortgage Insurance is required for certain types of loans. Buyer shall pay the cost in a manner acceptable to Lender. Buyer shall be responsible for any costs in obtaining loan.~~

~~Discount points not to exceed: \_\_\_\_\_ total points (does not include origination fee).~~

~~A.L.T.A. Lender Title Insurance Policy Loan Origination Fee (Not to exceed \_\_ % of loan amount).~~

~~Appraisal Fee  Paid by Buyer  Paid by Dealer and reimbursed by Buyer at closing.~~

~~Buyer shall pay any additional loan costs not set forth herein.~~

~~**APPRAISAL:** This sale is contingent upon an appraisal of the premises by an appraiser acceptable to Lender for at least the sales price of \$ \_\_\_\_\_. The party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.~~

~~**NEW FHA OR VA LOAN**~~

~~This sale is contingent upon Buyer qualifying for a new FHA or VA Loan.~~

~~Loan Amount: \$ \_\_\_\_\_ (excluding MIP or Funding Fee) Term of Loan: \_\_\_\_\_~~

~~Type of Loan:  FHA  VA~~

~~FHA Mortgage Insurance Premium (MIP) or VA funding fee of \$ \_\_\_\_\_ to be financed by Buyer, which will increase the loan amount to \$ \_\_\_\_\_ or to be paid by Buyer in cash at close of escrow.~~

~~**INTEREST RATE:** The interest rate must not exceed \_\_\_\_ % as an annual rate for a fixed rate loan or an initial rate for an adjustable rate loan. Buyer agrees to establish the interest rate and “points” by separate written agreement with Lender at the time of the loan approval.~~

~~**CONDITIONAL LOAN APPROVAL:** Within ten (10) days or \_\_\_\_\_ calendar days after execution of this contract,  Buyer or  Dealer must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to~~

~~supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.~~

~~**LOAN COSTS:** When maximizing Buyer's loan amount under the FHA "acquisition method," Buyer's new loan amount may be reduced and additional cash may be required at closing from Buyer if Dealer pays for any of the loan costs. Either party may pay the following:~~

~~FHA Discount points paid by:  Buyer Discount points must not exceed: \_\_\_\_\_ total \_\_\_\_\_ points (does not include origination fee).~~

~~VA Discount points paid by:  Dealer~~

~~A.L.T.A. Lender Title Insurance Policy  Buyer Loan Origination Fee \_\_\_\_\_ Buyer~~

~~Appraisal Fee \_\_\_\_\_  Buyer  Paid by Dealer and reimbursed by Buyer at closing~~

~~**OTHER LOAN COSTS:** Dealer agrees to pay for document preparation, tax service and underwriting fees. In addition, in VA loans, Dealer agrees to pay any escrow fees. Buyer shall pay any additional loan costs not otherwise agreed upon by Dealer.~~

~~**APPRAISAL:** The party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.~~

~~\_\_\_\_\_ **Initials** \_\_\_\_\_ **Initials** \_\_\_\_\_~~

**FINANCING OPTIONS (continued)**

~~**VA AMENDATORY CLAUSE:** It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not incur any penalty by forfeiture of deposit or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. Buyer will, however, have the option to proceed with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.~~

~~**FHA AMENDATORY CLAUSE:** It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration or a direct Endorsement Lender setting forth the appraised value of the property of not less than \$\_\_\_\_\_. Buyer will have the option to proceed with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation must be arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.~~

~~**FHA NOTICE TO BUYER:** HUD does not warrant the condition of the property. It is important for Buyer to have a home inspection performed on the property he wishes to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into Buyer's mortgage. The names of home inspection companies can be found in the yellow pages of a telephone directory under the heading "Home Inspections Services."~~

~~**RELEASE OF DEALER:** Any loan described in this contract will be independently investigated and evaluated by Buyer, who hereby acknowledges that any decision to enter into a loan arrangement with any person or entity will be based solely upon such independent investigation and evaluation. Buyer further holds harmless and releases Dealer from any liability based on any loan obtained by Buyer. Buyer acknowledges that Dealer is in no way responsible for Buyer's decisions concerning the desirability or acceptability of any loan or any terms therein.]~~

~~**INSURANCE**~~

<del>CUSTOMER MAY CHOOSE THE AGENT AND COMPANY FROM WHICH INSURANCE IS TO BE OBTAINED</del>		
<del>INSURANCE COVERAGE</del>	<del>TERM</del>	
<del>NO COVERAGE EXCEPT AS SHOWN BELOW</del>	<del>_____ Months</del>	<del>\$</del>
<del><input type="checkbox"/> FIRE AND THEFT — CAP</del>		
<del><input type="checkbox"/> FIRE AND THEFT — COMPREHENSIVE</del>		

<del><input type="checkbox"/> PERSONAL EFFECTS</del>	
<del><input type="checkbox"/> MANUFACTURED HOMEOWNER</del>	
<del><input type="checkbox"/> OTHER INSURANCE (describe)</del>	
<del>TOTAL PREMIUM for insurance coverage on the commodity if obtained from or through Dealer</del>	<del>\$</del>

**DEALER INFO MUST  
BE INSERTED HERE**

*July, 2004 Manufactured Housing Division  
of the Department of Business and Industry  
Purchase Contract NEW Homes*

*This is a legal and binding Contract; if you do not understand  
it, you should contact an Attorney*

*Page 5 of 6, Plus Applicable Supplements*

<b>REMEDIES</b>
-----------------

**DEFAULT AND REMEDIES:** If either party defaults in any respect on any material obligation under this contract, the nondefaulting party may elect to be released from all obligations under this contract by cancelling the contract. The nondefaulting party may thereafter proceed against the party in default upon any claim or remedy, which the nondefaulting party

may have in law or equity. In the event of Buyer's default, **the amount of the *earnest* deposit, not to exceed the actual costs expended by Dealer, may be forfeited, at Dealer's option, as Dealer's sole right to damages.**

**ATTORNEY'S FEES:** In any action, proceeding or arbitration arising out of this contract, the prevailing party, on trial and on appeal, will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.

**TIME:** Time is of the essence in the performance of obligations contained in this contract.

**NEVADA LAW:** Nevada law governs this contract.

**[Initials \_\_\_\_\_ Initials \_\_\_\_\_]**

<b>HOME WARRANTY AND ARBITRATION AGREEMENT</b>
--

~~**MANUFACTURER'S WARRANTIES:** I understand that there may be written warranties covering the unit purchased or any appliance(s) or component(s) which has been provided by the manufacturer of the unit or manufacturer of the appliance(s) or component(s). You will give me copies of any and all written warranties supplied by a manufacturer. Delivery by you to me of the warranties by a manufacturer covering the unit purchased or any appliance(s) or component(s) does not mean that you adopt the warranties of any such manufacturer. I acknowledge that the express warranties made by a manufacturer have not been made by you even if the warranties~~

~~say you made them or say you made some other express warranty. You are not an agent of the manufacturer for warranty purposes even if you complete, or attempt to complete, repairs for the manufacturer.~~

~~**EXCLUSION OF WARRANTIES:** I understand 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 will not apply to the home sold. I understand that you make no warranties whatsoever regarding the unit, appliance or component contained therein, except as may be required under applicable state law.~~

~~**LIMITATIONS ON DAMAGES:** If the manufacturer's warranty is limited to repair or replacement and such warranty fails because an attempt at repair is not completed within a reasonable time or the manufacturer has gone out of business, I agree that, if I am entitled to any damages at all against you, my 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, you will not be required to pay me any incidental or consequential damages. I also agree that once I have accepted the unit, even though the manufacturer's warranty does not accomplish its purpose, I cannot return the unit to you and seek a refund for any reason.~~

~~I agree that my home comes with a warranty provided by the manufacturer of the home. I agree to read this warranty. All appliances are covered under separate warranty. The Manufactured Housing Division of the Department of Business and Industry provides a "Manufactured Housing Homeowner Information Bulletin" that outlines the State's assistance in handling~~

~~warranty claims should any arise. I agree to read and sign this form. Dealer warrants the leveling of the home upon initial installation only. It is Buyer's responsibility to maintain the leveling of the home.~~

~~In addition to seeking assistance from the Manufactured Housing Division, I further agree, covenant and consent that any and all controversies arising out of or in any way relating to this contract may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. A judgment upon the award rendered by the arbitrators may be entered in, and be enforceable by, any court of competent jurisdiction.~~

~~If arbitration is used, it is further provided that all parties to this contract hereby covenant and agree that each of them shall submit to, and be bound by, the decision of the arbitrator appointed by the applicable national panel of arbitrators in accordance with the rules for appointment of such panels by the American Arbitration Association. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising hereunder will be held in \_\_\_\_\_ County. All costs relating to arbitration are to be shared equally by all parties.~~

<b><del>RUNNING GEAR (TIRES, WHEELS, AXLES AND SPRINGS)</del></b>
---

~~The value of running gear (tires, wheels, axles and springs) has been given as a reduction in the base price of the home on page 1.~~

Dealer will retain running gear. Value \$ \_\_\_\_\_

Buyer will return running gear to Dealer. Value \$ \_\_\_\_\_

Buyer will retain running gear per contract on page 1.

\_\_\_\_\_  
\_\_\_\_\_  
**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Dealer** \_\_\_\_\_ **Dealer's License #** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Initials** \_\_\_\_\_ **Initials** \_\_\_\_\_ }

***INSURANCE***

<b><i>CUSTOMER MAY CHOOSE THE AGENT AND COMPANY FROM WHICH INSURANCE IS TO BE OBTAINED</i></b>		
<b><i>INSURANCE COVERAGE</i></b>	<b><i>TERM</i></b>	
<b><i>NO COVERAGE EXCEPT AS SHOWN BELOW</i></b>	_____ <b><i>Months</i></b>	<b><i>\$</i></b>

<input type="checkbox"/> FIRE AND THEFT—CAP	
<input type="checkbox"/> FIRE AND THEFT—COMPREHENSIVE	
<input type="checkbox"/> PERSONAL EFFECTS	
<input type="checkbox"/> MANUFACTURED HOMEOWNER	
<input type="checkbox"/> OTHER INSURANCE (describe)	
<b>TOTAL PREMIUM for insurance coverage on the commodity if obtained from or through Dealer</b>	<b>\$</b>

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Licensee \_\_\_\_\_

Dealer's # \_\_\_\_\_

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BE INSERTED HERE**

July, 2004 Manufactured Housing Division  
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**Purchase Contract NEW Homes**

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*Page 6 of 6, Plus Applicable Supplements*

<b>TRADE-IN INFO IF APPLICABLE</b>		<b>TRADE ALLOWANCE</b>	\$
<b>TITLE #</b>		<b>LESS LOAN BALANCE</b>	\$
<b>SERIAL #</b>		<b>NET TRADE ALLOWANCE TO PAGE 1</b>	\$
<b>YEAR BUILT</b>	<b>MANUFACTURER</b>		

**[Additional Equipment, Labor & Accessories]**

**IMPROVEMENTS CONTRACTED FOR BY DEALER (See page 1)**

*A dealer of new manufactured homes must be licensed pursuant to Chapter 624 of NRS (Contractors) to contract site development and is responsible for workmanship and completion of work performed by his subcontractors. PURSUANT TO CHAPTER 489 OF NRS, THE DEALER IS PROHIBITED FROM REQUIRING BUYER TO OBTAIN SERVICES PERTINENT TO SITE DEVELOPMENT FROM A SPECIFIC PROVIDER OF SERVICES, INCLUDING THE DEALER.*

<i>A. Skirting</i>	\$	<i>F. Patios</i>	\$	<i>M. Concrete Work</i>	\$
<i>B. Site Prep</i>	\$	<i>G. Gas</i>	\$	<i>N. Installation</i>	\$
<i>C. Compaction</i>	\$	<i>H. Electric</i>	\$	<i>O. Landscaping</i>	\$



Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Dealer \_\_\_\_\_

[License] Dealer's # \_\_\_\_\_

[Initials \_\_\_\_\_ Initials \_\_\_\_\_]

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***SUPPLEMENT A***

***BUYER'S FINANCING REQUEST: NO DEALER LIABILITY***

*BUYER REQUESTS THAT THE FOLLOWING CONTRACT ITEMS BE INCLUDED IN THE  
LOAN AMOUNT, SOLELY FOR PURPOSES OF ASSISTING BUYER WITH FINANCING,  
WITHOUT LIABILITY TO DEALER. Buyer will SEPARATELY CONTRACT for these items and  
will look ONLY to the contractor with regard to these items. Buyer agrees to hire only*

*CONTRACTORS LICENSED AND BONDED by the proper licensing authority. BUYER MUST OBTAIN LAND COST FROM OWNER OR LICENSED REALTOR.*

<i>A. Skirting</i>	\$	<i>F. Patios</i>	\$	<i>M. Concrete Work</i>	\$
<i>B. Site Prep</i>	\$	<i>G. Gas</i>	\$	<i>N. Installation</i>	\$
<i>C. Compaction</i>	\$	<i>H. Electric</i>	\$	<i>O. Landscaping</i>	\$
<i>D. Termite Test</i>	\$	<i>I. Water</i>	\$	<i>P. Awnings</i>	\$
<i>E. Land Cost</i>	\$	<i>J. Septic Tank</i>	\$	<i>Q. Electric</i>	\$
				<i>Pedestal</i>	
<i>* Impact Fees</i>	\$	<i>K. Well</i>	\$	<i>R. TV/Phone Jacks</i>	\$
<i>* Points in \$</i>	\$	<i>L. Utility Fees</i>	\$	<i>S. Walls/Fencing</i>	\$
<i>* Closing Fees</i>	\$				
\$					

**TOTAL FINANCING REQUESTED \$ \_\_\_\_\_**

**CONSTRUCTION AND COMPLETION**

**IF IMPROVEMENTS CONTRACTED FOR BY DEALER:** *See Page 6*

**CHANGE ORDERS:** *Any change order relating to the land development and accessories must be contained within a separate written agreement between Buyer and his contractor if Buyer uses a contractor other than Dealer.*

*Buyer agrees to have this work completed before (date) \_\_\_\_\_. Buyer understands that Dealer will incur additional costs if completion of any phase is delayed. Therefore, Buyer agrees to pay a LATE CHARGE OF \$ \_\_\_\_\_ PER DAY until work is completed. Buyer's time and his contractor's time to complete any improvements will be extended automatically for the length of any delays resulting from matters outside of Buyer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local authorities having jurisdiction over the premises which may affect Dealer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God. Buyer must notify Dealer of any such delay within 24 hours before Dealer is to arrive to begin work.*

***SITE IMPROVEMENT:** The construction of the site improvements must be completed in compliance with the plans and specifications in any addendum referenced and the applicable governmental regulations.*

***CONSTRUCTION SCHEDULE:** Dealer makes no representation as to the specific completion date or schedule of construction other than as set forth herein. The time by which the premises must be completed may be extended by written agreement of Dealer and Buyer and will be extended automatically for the length of any delays resulting from matters outside Dealer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local authorities having jurisdiction over the premises which may affect Dealer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God.*

*Date* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Licensee* \_\_\_\_\_

*Dealer's #* \_\_\_\_\_

***DEALER INFO MUST  
BE INSERTED HERE***

*July, 2004 Manufactured Housing Division*

*of the Department of Business and Industry*

***Purchase Contract NEW Homes***

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***SUPPLEMENT B***

***FINANCING OPTIONS—CUSTOMER MAY SELECT LENDER OF CHOICE***

***RELEASE OF DEALER:*** *Any loan described in this contract must be independently investigated and evaluated by Buyer, who hereby acknowledges that any decision to enter into a loan arrangement with any person or entity will be based solely upon such independent investigation and evaluation. Buyer further holds harmless and releases Dealer from any liability based on any loan obtained by Buyer in which the Dealer is not involved. Buyer acknowledges that Dealer is in no way responsible for Buyer's decisions concerning the*

*desirability or acceptability of any loan or any terms therein.*

**NEW CONVENTIONAL FIRST LOAN**

*This sale is contingent upon Buyer qualifying for  Permanent First Loan  Permanent First Loan and Interim Loan*

*Permanent Loan Amount: \$ \_\_\_\_\_ Interim Loan Amount: \$ \_\_\_\_\_ Term of Loan: \_\_\_\_\_*

**TYPE OF LOAN:**  *Conventional Fixed-Rate*  *Conventional Adjustable-Rate*  *Other*

**INTEREST RATE:** *The interest rate must not exceed \_\_\_\_\_% as an annual rate for a fixed rate or an initial rate for an adjustable-rate loan. Buyer agrees to establish the interest rate and “points” by separate written agreement with Lender at the time of the loan application. If Buyer does not “lock” rate at time of application and is unable to obtain terms described herein at close of escrow, earnest deposit may be forfeited.*

**INTERIM LOAN:** *If an interim loan is required, within ten (10) calendar days or \_\_\_\_\_ calendar days after execution of this contract, Buyer or Lender must provide a written interim loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan-status updates to Dealer.*

**CONDITIONAL LOAN APPROVAL:** Within ten (10) calendar days or \_\_\_\_\_ calendar days after execution of this contract, Buyer or Lender must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan-status updates to Dealer.

**LOAN COSTS:** Private Mortgage Insurance is required for certain types of loans. Buyer shall pay the cost in a manner acceptable to Lender. Buyer is responsible for any costs in obtaining loan.

Discount points not to exceed: \_\_\_\_\_ total points (Does not include origination fee).

A.L.T.A. Lender Title Insurance Policy # \_\_\_\_\_ Loan Origination Fee (Not to exceed \_\_ % of loan amount).

Appraisal Fee \$ \_\_\_\_\_  Paid by Buyer  Paid by Dealer and reimbursed by Buyer at closing.

Buyer shall pay any additional loan costs not set forth herein.

**APPRAISAL:** This sale is contingent upon an appraisal of the premises by an appraiser acceptable to Lender for at least the sales price of \$ \_\_\_\_\_. The party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Licensee \_\_\_\_\_

Dealer's # \_\_\_\_\_

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BE INSERTED HERE**

July, 2004 Manufactured Housing Division  
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**Purchase Contract NEW Homes**

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**SUPPLEMENT B CONTINUED**

**NEW FHA OR VA LOAN**

*This sale is contingent upon Buyer qualifying for a new FHA or VA Loan.*

Loan Amount: \$ \_\_\_\_\_ (excluding MIP or Funding Fee)      Term of Loan: \_\_\_\_\_

Type of Loan:     FHA       VA

FHA Mortgage Insurance Premium (MIP) or VA funding fee of \$ \_\_\_\_\_ to be financed by  
Buyer, which will increase the loan amount to \$ \_\_\_\_\_ or to be paid by Buyer in cash at close  
of escrow.

**INTEREST RATE:** The interest rate must not exceed \_\_\_ % as an annual rate for a fixed-rate loan or an initial rate for an adjustable-rate loan. Buyer agrees to establish the interest rate and “points” by separate written agreement with Lender at the time of the loan approval.

**CONDITIONAL LOAN APPROVAL:** Within ten (10) days or \_\_\_ calendar days after execution of this contract,  Buyer or  Dealer must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan-status updates to Dealer.

**LOAN COSTS:** When maximizing Buyer’s loan amount under the FHA “acquisition method,” Buyer’s new loan amount may be reduced and additional cash may be required at closing from Buyer if Dealer pays for any of the loan costs. Either party may pay the following:

FHA Discount points paid by:  Buyer Discount points must not exceed: \_\_\_\_\_ total points  
(Origination fee not included).

VA Discount points paid by:  Dealer

A.L.T.A. Lender Title Insurance Policy  Buyer Loan Origination Fee \$\_\_\_\_\_ Buyer  
Appraisal Fee \$\_\_\_\_\_  Buyer  Paid by Dealer and reimbursed by Buyer at closing

**OTHER LOAN COSTS:** Dealer agrees to pay for document preparation, tax service and underwriting fees. In addition, in VA loans, Dealer agrees to pay any escrow fees. Buyer shall pay any additional loan costs not included in agreement.

**APPRAISAL:** Party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.

**VA AMENDATORY CLAUSE:** It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not incur any penalty by forfeiture of deposit or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price or cost exceeds the reasonable value of the property established by the United States Department of Veterans Affairs. Buyer will, however, have the option to proceed with the consummation of this contract without regard to the amount of the reasonable value established by the United States Department of Veterans Affairs.

**FHA AMENDATORY CLAUSE:** It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, the United States Department of Veterans Affairs or a direct Endorsement Lender setting forth the appraised value of the property of not less than \$\_\_\_\_\_. Buyer will have the option to proceed with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation must be arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.

**FHA NOTICE TO BUYER:** HUD does not warrant the condition of the property. It is important for Buyer to have a home inspection performed on the property he wishes to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into Buyer's mortgage. The names of home inspection companies can be found in the yellow pages of a telephone directory under the heading "Home Inspections Services."

**Date** \_\_\_\_\_

**Buyer** \_\_\_\_\_

**Buyer** \_\_\_\_\_

**Licensee** \_\_\_\_\_

**Dealer's #** \_\_\_\_\_

**DEALER INFO MUST  
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**SUPPLEMENT C**

**DELIVERY AND INSTALLATION**

*This contract contains all essential services and elements to complete the installation of the home and meets all requirements to pass inspections required by state laws and regulations unless otherwise noted in this contract. To help ensure prompt delivery and proper installation of your home, there are certain responsibilities that must be fulfilled by both you and your Dealer for the work to be done properly. Please read the following provisions carefully. If you have any questions, please ask your sales representative.*

***WE, AS YOUR DEALER, ARE RESPONSIBLE FOR THE FOLLOWING:***

- 1. Blocking and leveling of the home to State's code or manufacturer's code.*
- 2. The connection of above-ground utilities, as agreed upon in the contract, up to a maximum of \_\_\_\_\_ feet of materials, to existing codes.*
- 3. Any applicable inspections.*

*You, as Buyer, agree that if MORE than the maximum of \_\_\_\_\_ feet of above-ground utility materials are needed for proper installation of the home, you will pay, at the time of installation, the following charges or allow them to be included in your financing request:*

<i>A. Electrical, 100 AMP</i>	<i>\$_____</i>	<i>Per Ft.</i>	<i>E. Water</i>	<i>\$_____</i>	<i>Per Ft.</i>
<i>B. Electrical, 200 AMP</i>	<i>\$_____</i>	<i>Per Ft.</i>	<i>F. Gas</i>	<i>\$_____</i>	<i>Per Ft.</i>

C. Sewer	\$_____	Per Ft.	G. Telephone	\$_____	Per Ft.
D. Television cable	\$_____	Per Ft.	H. Required flood-		
			plain or perimeter		Actual
			blocking	\$_____	Cost

*This contract  DOES  DOES NOT contain a line-item charge, in the amount of \$\_\_\_\_\_, for “materials.” Any unused portion of this money will be returned to Buyer after the installation is completed and the installation crew is paid. If Buyer believes that the utility or other costs will exceed this amount, Buyer should advise the salesperson immediately so this figure may be adjusted. Buyer understands that Dealer cannot be held responsible for delays caused by weather, accidents, strikes, fires, equipment failure, delays by the manufacturer or any other cause beyond Dealer’s control.*

***YOU, AS BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:***

- 1. Arranging for utility service to be turned on at the time of installation, as set forth below.*
- 2. (A)  Obtaining the necessary permit for the placement of your home; or  
(B)  Authorizing Dealer to obtain the permit. I hereby agree to pay for the permit and any tap-on development fees.*
- 3. Verifying that your home is compatible with the lot, CC&Rs, deed restrictions, zoning laws and the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site-preparation costs not included in this contract and excessive trenching for utilities, as necessary. You are also responsible for any additional expenses, such as a loader, bulldozer or similar heavy equipment that may be needed to*

*properly install your home on your site. For your protection, Dealer advises you to have a compaction test done on the soil to determine compatibility. Dealer can arrange for this test to be done, at your expense. If you act against Dealer's advice and choose not to have a compaction test done, you agree that YOU will be responsible for any problems that a compaction test would have revealed. Improper soil compaction can lead to such problems as unlevelled conditions, settling, tape or texture cracking, etc.*

- 4. Making sure there is adequate access for the home to be properly installed. If the lot is not ready for installation of your home and the workers are required to wait, there will be a charge of \$ \_\_\_\_\_ per hour for each worker.*
- 5. Making sure the electrical power pedestal is installed with meter base, breaker box and necessary (size \_\_\_\_\_ AMP) breaker, within \_\_\_\_\_ feet of the home's electrical service, unless otherwise agreed upon.*
- 6. Making sure the water, septic tank or sewer connection is within \_\_\_\_\_ feet of the home's connection point, and your portion must be preinstalled to the proper code. For assistance, please contact your licensed contractor.*

*Date* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Licensee* \_\_\_\_\_

*Dealer's #* \_\_\_\_\_

July, 2004 Manufactured Housing Division

***DEALER INFO MUST***

of the Department of Business and Industry

***BE INSERTED HERE***

***Purchase Contract NEW Homes***

*This is a legal and binding Contract; if you do not understand  
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***SUPPLEMENT C CONTINUED***

- 7. Contracting with and paying a licensed contractor for gas plumbing, testing of appliances and gas hookup if Dealer or installation company is not licensed for gas plumbing, testing of appliances and gas hookup. It is not the responsibility of Dealer to complete such work under this contract. Dealer is not responsible for any work done by outside contractors.*
- 8. Arranging for phone service and the installation of phone and television jacks.*
- 9. Obtaining written approval of tenancy from park management where applicable.*
- 10. Being available to assist in placing the home to your requirements and to accept delivery. Rental community installation sets are usually assisted by the manager and must be installed to the community standards. Make sure that you inquire about these requirements.*
- 11. Allowing \_\_\_\_\_working days after delivery (\_\_\_\_\_ additional days for drywall homes) before planning to move into your new home. A land or home purchase may take up to \_\_\_\_\_ days after delivery for move-in.*

***DELIVERY INFORMATION***

*Buyer* \_\_\_\_\_ *Date* \_\_\_\_\_

*Buyer* \_\_\_\_\_ *Date* \_\_\_\_\_

*Home Phone* \_\_\_\_\_ *Work Phone* \_\_\_\_\_ *Other* \_\_\_\_\_

*Delivery Address* \_\_\_\_\_

***Directions***

\_\_\_\_\_  
\_\_\_\_\_

<b><i>RUNNING GEAR (TIRES, WHEELS, AXLES AND SPRINGS)</i></b>
---

*The value of running gear (tires, wheels, axles and springs) has been given as a reduction in the base price of the home on page 1.*

*Dealer will retain running gear. Value \$ \_\_\_\_\_*

*Buyer will return running gear to Dealer. Value \$ \_\_\_\_\_*

*Buyer will retain running gear per contract on page 1.*

*Date* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Licensee* \_\_\_\_\_

*Dealer's #* \_\_\_\_\_

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***SUPPLEMENT D***

***“DISPLAY MODEL” SUPPLEMENT AND RELEASE***

*If Buyer is purchasing a Display Model, the following terms and conditions are made a part of  
this contract:*

*Buyer acknowledges and understands that the home being purchased is not in the same condition  
as if it had been delivered new from the manufacturer. Rather, the home has been previously set*

*up on the premises of Dealer, a manufactured housing show or at some other location and has been used as a Display Model. As such, the home has been subject to some cosmetic wear and tear, including, without limitation, carpet wear, scratches, dents, nicks, paint chips, fading, etc., as fully described below.*

*Buyer acknowledges paying a **reduced purchase price** of \$ \_\_\_\_\_ for the Display Model, and Dealer agrees to warrant cosmetic items only for a period of \_\_\_\_\_ days after the date of closing, subject to the terms of any addenda and the delivery and installation provisions of this contract, if any. All applicable manufacturer's warranties will still apply as set forth in the manufacturer's warranty materials received by Buyer. As a material part of this contract, Buyer represents that Buyer is voluntarily **giving up certain warranty rights in exchange for a substantial reduction in the price.***

*By accepting the discounted price, Buyer has specifically and voluntarily **chosen to waive** Buyer's rights to object to **any** matter concerning the cosmetic condition of the home after the limited warranty period set forth herein expires. Buyer will be responsible for any and all cosmetic items after that date, and therefore agrees to release and indemnify Dealer, its principals, agents and employees from any and all liability or complaints whatsoever for cosmetic items after the limited warranty expires.*

*Buyer agrees that this contract is a complete defense to any complaint, civil or administrative, regarding any cosmetic items arising after the limited warranty for this home expires. Buyer has*

*been advised that Dealer has granted Buyer a right to have a professional inspection performed on the home before delivery and encourages Buyer to have such an inspection performed.*

*Buyer specifically acknowledges that there have been no representations or warranties of any kind made by Dealer or any of its representatives regarding the applicable warranty, the condition of the home, its systems or any of the appliances that may be contained therein, other than as set forth in writing in this purchase contract and any addenda thereto.*

*Buyer acknowledges that Dealer may have furnishings, wall decorations and similar display items in the Display Model that are not included in the purchase of the home unless listed separately on page 1.*

*Except for any written repairs noted below, Buyer is accepting the home in "AS IS" condition with regard to each of the following initialed items:*

***Buyers Initials:***

\_\_\_\_\_ *Exterior Paint* \_\_\_\_\_

\_\_\_\_\_ *Wear and Tear on Linoleum* \_\_\_\_\_

\_\_\_\_\_ *Scratches on Cabinets* \_\_\_\_\_

\_\_\_\_\_ *Wear and Tear on Carpet* \_\_\_\_\_

\_\_\_\_\_ *Scratches and Dents on Appliances* \_\_\_\_\_

\_\_\_\_\_ *Ordinary Wear and Tear on Roof* \_\_\_\_\_

\_\_\_\_\_ *Cosmetic Defects (Cuts, Chips and Cracks)* \_\_\_\_\_

\_\_\_\_\_ *Dents, Scratches and Discoloration of Interior and Doors* \_\_\_\_\_

*Date* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Licensee* \_\_\_\_\_

*Dealer's #* \_\_\_\_\_

2. A licensee who fails to comply with this section is subject to disciplinary action by the Division pursuant to NRS 489.381.

**Sec. 2.** NAC 489.232 is hereby amended to read as follows:

489.232 1. The following form of contract for the sale of a used manufactured home, mobile home or commercial coach must be used in the sale of any used manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by

contacting the Division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104,  
 telephone number 702.486.4135.

~~(DEALER HEADER INFORMATION TO BE INSERTED HERE)~~

**DEALER INFO MUST  
 BE INSERTED HERE**

*July, 2004 Manufactured Housing Division*

*of the Department of Business and Industry*

**Purchase Contract USED Homes**

*This is a legal and binding Contract; if you do not  
 understand it, you should contact an Attorney*

*Page 1 of 3, Plus Applicable Supplements*

<del>[USED HOME PURCHASE CONTRACT]</del>					
PHONE	DATE		SALESPERSON		
BUYER(S)			<b>DEALER LICENSE</b>		
ADDRESS					
<del>[DELIVERY ADDRESS]</del>					
<del>MAKE</del>	<del>SERIAL #</del>	<del>SIZE</del>	<del>YEAR/MANUFACTURER</del>	<del>BEDROOMS</del>	<del>BATHS</del>
<del>OPTIONAL EQUIPMENT, LABOR &amp; ACCESSORIES</del> (for additional items or		<del>PRICE</del>			<del>PRICE</del>

services, see page 6)			
		<del>—————</del> <b>BASE PRICE OF HOME</b>	
		<del>OPTIONAL EQUIPMENT</del>	
		<del>TOTAL PAGE 2</del>	
		<del>TOTAL PAGE 3</del>	
		<del>TOTAL PAGE 6</del>	
		<del>DOCUMENT FEES</del>	
		<del>SUBTOTAL</del>	
		<del>SALES TAX</del>	
		<del>NONTAXABLE ITEMS</del>	
		<del>FEES AND INSURANCE</del>	
		<del>—————</del> <b>1. CASH PRICE</b>	
		<del>TRADE ALLOWANCE</del>	
		<del>LESS LOAN BALANCE</del>	
		<del>NET ALLOWANCE</del>	
		<del>CASH DOWN PAYMENT</del>	
		<del>CASH AS AGREED</del>	
		<del>—————</del> <b>2. LESS TOTAL CREDITS</b>	
		<del>—————</del> <b>3. UNPAID BALANCE OF</b>	
		<del>CASH — SALE PRICE</del>	

<del>BALANCE CARRIED TO</del>			}
<del>OPTIONAL EQUIPMENT</del>			
<p><i>Dealer acts as agent for both Buyer <b>and</b> Seller unless otherwise disclosed in writing.</i></p> <p><i>Purchasers agree to purchase and seller agrees to sell the property described below subject to the following terms and conditions.</i></p>			
<i>Year</i>	<i>Manufacturer</i>		<i>Listing #</i>
<i>Size</i>	<i>Serial Number</i>		<i>Bed</i> <i>Bath</i>
<i>Closing Date</i>		<i>Physical Location:</i>	
<i>Base Price of</i> \$	<i>Earnest Deposit:</i> \$	<i>Document Fees:</i> \$	
<i>Home:</i>			
<i>Options Page 3:</i> \$	<i>Trade Net Page 3:</i> \$	<i>Insurance:</i> \$	
<i>Sales Tax:</i> \$	<i>*Additional Down:</i> \$	<i>Tax/Rent Prorate</i> \$	
<i>Total Cash</i> \$	<i>Total Down Payment:</i> \$	_____ \$	
<i>Price</i>			
<i>Unpaid Balance of Cash Price:</i> \$		<i>Total Other Charges:</i> \$	
<p><i>Supplement "A" Walk-Through and Possession Receipt must be signed by all parties in order to complete this transaction.</i></p> <p><i>Supplement "B" Disclosure of Estimated Charges and Terms must be completed and signed by purchaser in order to complete this transaction.</i></p> <p><i>Supplement "C" Delivery and Installation must be added to this contract if DELIVERY AND INSTALLATION is included in agreement.</i></p>			

**ADDITIONAL TERMS:**

*\*Additional Down Due by \_\_\_\_\_*

This contract contains the entire agreement between Dealer and Buyer, and no other representation or inducement has been made that is not contained in this contract. Buyer confirms he has reviewed ALL ~~[SIX (6) PAGES]~~ **THREE (3) PAGES, PLUS APPLICABLE SUPPLEMENTS**, of this purchase contract and has obtained any legal, tax or other professional advice Buyer may desire. Buyer and Dealer agree that each portion of this contract is independent of any other portion and that if any portion of this contract is found to violate the law or to be unenforceable, the remainder of this contract is valid. Do not sign this agreement if it contains blank spaces. ~~[Buyer acknowledges receipt of a copy of this contract.]~~  
**DEALER MUST PROVIDE A SIGNED COPY OF THIS AGREEMENT TO BUYER AT TIME OF SIGNING BY DEALER AND BUYER. BUYER ACKNOWLEDGES READING AND UNDERSTANDING THE CONTENTS OF THE AGREEMENT.**

<del>DESCRIPTION OF TRADE-IN</del>			<del>AMOUNT OWING</del>
<del>MANUFACTURER</del>			<del>SIZE</del>
<del>TITLE #</del>	<del>BEDROOMS</del>	<del>BATHS</del>	<del>COLOR</del>
<del>SERIAL #</del>		<del>LIENHOLDER</del>	

~~LICENSED DEALER OR LICENSED REPRESENTATIVE~~ *Licensee*

\_\_\_\_\_

Date \_\_\_\_\_

BUYER \_\_\_\_\_ SSN \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ SSN \_\_\_\_\_ DATE \_\_\_\_\_

***THIS AGREEMENT IS NOT BINDING UNTIL LICENSEE, BUYER AND SELLER HAVE  
SIGNED AND DATED THE AGREEMENT  
DEALER MUST PROVIDE AN ADDITIONAL COPY OF THIS AGREEMENT TO BUYER  
AS SOON AS PRACTICABLE AFTER SELLER SIGNS.***

*Acceptance subject to:* \_\_\_\_\_

\_\_\_\_\_  
*This offer must be submitted to Seller within five (5) days after the offer is made. Seller's signature below constitutes acceptance of the entire contract. Any modification to the original agreement by Seller must be initialed and dated by Buyer.*

*Owner Seller* \_\_\_\_\_ *Date* \_\_\_\_\_

*Owner Seller* \_\_\_\_\_ *Date* \_\_\_\_\_

~~**DISCLOSURES AND ESTIMATED MONTHLY COSTS**~~

<del><b>ESTIMATED MONTHLY HOME PAYMENT</b></del>	<del><b>\$</b></del>
<del><b>CURRENT PARK or LAND RENT</b></del>	<del><b>\$</b></del>

<del>TAXES ON HOME</del>	<del>\$</del>
<del>HOME INSURANCE</del>	<del>\$</del>
<del>OTHER MONTHLY COSTS</del>	<del>\$</del>
<del>TOTAL MONTHLY COSTS</del>	<del>\$</del>

~~**PARK APPROVAL OF BUYER:**—This transaction is contingent upon the approval of Buyer by the park management where applicable. All deposits will be refunded in the event that the park management does not approve of Buyer.~~

~~**CLOSING DATE OF MORTGAGE LOAN:**— If Buyer is obtaining a mortgage loan, Buyer shall comply with all terms and conditions of such mortgage loan, including payment of all closing costs, and Buyer shall close the mortgage loan escrow within two (2) days after completion of the premises. Buyer and Dealer hereby agree that escrow on the mortgage loan is closed when the mortgage lien documents are recorded.~~

~~**OWNERSHIP:**—Buyer understands that Buyer is not the legal owner of the home until closing. Buyer shall not enter the premises or allow any other person to enter the premises during the course of construction or at any other time before the close of escrow. Buyer shall indemnify and hold Dealer and subcontractors harmless for any and all injuries or damages resulting from entry on the premises by Buyer or Buyer's representatives and guests.~~

~~**POSSESSION AND KEYS:** Possession and occupancy will be delivered to Buyer upon completion of construction and final funding of Buyer's loan. Dealer shall provide keys and/or a means to operate all locks.~~

~~**BUYER AND DEALER COOPERATION:** After closing and throughout the warranty period, Buyer and Dealer agree to cooperate in scheduling appointments and making the home accessible to contractors during regular business hours (8 a.m. to 5 p.m., Monday through Friday) at the times agreed upon. Unless otherwise required by law, Dealer has no obligation to correct any item not caused by deficient workmanship or materials. Buyer understands that Dealer may encounter delays in correcting certain deficiencies because the primary responsibility for correcting such deficiencies may be that of the manufacturer, a subcontractor or a supplier whose time schedule is not controlled by Dealer. Dealer's obligation to correct any deficiencies noted by Buyer will not delay the closing of the transaction or demand any conditions upon the closing not specified in this contract.~~

**REMEDIES]**

***DEALER INFO MUST  
BE INSERTED HERE***

*July, 2004 Manufactured Housing Division*

*of the Department of Business and Industry*

***Purchase Contract USED Homes***

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**RECEIPT FOR DEPOSIT**

*Print name(s), as it should appear on title:*

\_\_\_\_\_

*and / or* \_\_\_\_\_

***Note: IT IS SOLELY BUYER'S RESPONSIBILITY TO DETERMINE THE FORM OF TITLE. NEITHER SELLER NOR SELLER'S AGENT IS AUTHORIZED TO RENDER ANY ADVICE AS TO THE MANNER IN WHICH TITLE IS TO BE TAKEN. THE DECISION AS TO HOW TO TAKE TITLE HAS IMPORTANT LEGAL CONSEQUENCES, INCLUDING, WITHOUT LIMITATION, THE DETERMINATION OF TAXES, INHERITANCE AND COMMUNITY PROPERTY. IF BUYER NEEDS ADVICE REGARDING THIS QUESTION, BUYER SHOULD CONSULT WITH HIS OWN ATTORNEY OR OTHER PROFESSIONAL.***

**DEFAULT AND REMEDIES:** If either party defaults in any respect on any material obligation under this contract, the nondefaulting party may elect to be released from all obligations under this contract by cancelling the contract. The nondefaulting party may thereafter proceed against the party in default upon any claim or remedy, which the nondefaulting party may have in law or equity. ~~In the event of Buyer's default, the amount of the deposit, not to~~

~~exceed the actual costs expended by Dealer, may be forfeited, at Dealer's option, as Dealer's sole right to damages.] Buyer agrees Seller may seek to recover **actual damages**, including any commission due to third parties. Alternatively, if Buyer initials here \_\_\_\_\_, Seller shall retain the earnest deposit as **liquidated damages** which Buyer and Seller agree to be a best estimate of damages Seller will suffer from Buyer's breach and not as a penalty to ensure Buyer's performance of this purchase contract.~~

**ATTORNEY'S FEES:** In any action or proceeding to enforce any provision of this contract or for the damages sustained by reason of its breach, the prevailing party, on trial and on appeal, ~~[shall be]~~ **is** entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.

**TIME:** Time is of the essence in the performance of obligations contained in this contract.

**NEVADA LAW:** Nevada law governs this contract.

~~**Initials** \_\_\_\_\_ **Initials** \_\_\_\_\_~~

**RECEIPT FOR DEPOSIT**

**Received by** \_\_\_\_\_ **Date** \_\_\_\_\_

~~Dealer~~

~~Print name(s) as it/they should appear on title:~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~NOTE: IT IS SOLELY THE BUYER'S RESPONSIBILITY TO DETERMINE THE FORM OF TITLE. NEITHER SELLER NOR SELLER'S AGENT IS AUTHORIZED TO RENDER ANY ADVICE AS TO THE MANNER IN WHICH TITLE IS TO BE TAKEN. THE DECISION AS TO HOW TO TAKE TITLE HAS IMPORTANT LEGAL CONSEQUENCES, INCLUDING, WITHOUT LIMITATION, THE DETERMINATION OF TAXES, INHERITANCE AND COMMUNITY PROPERTY. IF BUYER NEEDS ADVICE REGARDING THIS QUESTION, BUYER SHOULD CONSULT WITH HIS OWN ATTORNEY OR OTHER PROFESSIONAL.]~~

**DEPOSIT:** Upon ~~[acceptance]~~ *signing* of this contract by Dealer, Dealer ~~[may]~~ *shall* deposit Buyer's money into a *state-regulated* trust account.

- Unless otherwise provided in this contract, all deposited money is considered a part of the purchase price.

- *This transaction is contingent upon the approval of Buyer by the park management where applicable. All deposits will be refunded in the event that the park management does not approve Buyer's application for residency.*
- *This transaction is contingent upon Buyer obtaining financing if applicable.*
- **Buyer agrees that, if Buyer breaches this contract, any deposited money may be subject to forfeiture.**
- In the event any check is dishonored for any reason, Dealer may, at his option, be immediately released from any further obligation under this contract.

Amount of deposit: \$ _____		Dealer's Receipt # _____	
Form of deposit:	Personal check	<i>Cashier's check</i>	Cash: \$ _____ Other: \$ _____
Received by _____		_____	
<del>_____</del>		<del>_____</del>	
<del>Salesperson's Name</del>		<del>Salesperson's Signature</del>	
<del>_____</del>		<del>License # _____</del>	
<del>_____</del>		<del>Date</del>	
<i>Licensee's Name</i>		<i>Licensee's Signature</i>	
<i>_____</i>		<i>Date</i>	

\_\_\_\_\_

\_\_\_\_\_

~~\_\_\_\_\_~~

~~Firm Name \_\_\_\_\_ Firm License # \_\_\_\_\_~~

~~**CASH SALE:** If Buyer is paying in cash for this transaction, all money must be deposited with Dealer before delivery.]~~

Buyer	Date	Buyer	Date
-------	------	-------	------

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~~[Licensed Dealer or Representative]~~ ~~\_\_\_\_\_~~ ~~Date]~~

*Licensee*

*Dealer's #*

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*Page 3 of 3, Plus Applicable Supplements*

***CLOSING DATE OF LOAN:*** *If Buyer is obtaining a loan, Buyer shall comply with all terms and conditions of such loan, including payment of all closing costs. Buyer shall provide certified funds on or before the closing date. Buyer and Dealer hereby agree that the transaction is closed when the documents are executed pursuant to Chapter 489 of NRS and NAC.*

***OWNERSHIP:*** *Buyer understands that Buyer is not the legal owner of the home until closing. Buyer shall not enter the premises or allow any other person to enter the premises before the closing without written permission from Dealer and Seller. Buyer shall indemnify and hold Dealer and subcontractors harmless for any and all injuries or damages resulting from entry on the premises by Buyer or Buyer's representatives and guests.*

**POSSESSION AND KEYS:** *Possession and occupancy will be delivered to Buyer upon completion of walk-through and final funding. Dealer shall provide keys and/or a means to operate entry locks. Dealer will process title documents and submit title documents to Manufactured Housing Division pursuant to Chapter 489 of NRS.*

**BUYER AND DEALER COOPERATION:** *After closing and throughout any warranty period, Buyer and Dealer agree to cooperate in scheduling appointments and making the home accessible to contractors during regular business hours (8 a.m. to 5 p.m., Monday through Friday). Unless otherwise required by law, Dealer has no obligation to correct any item not caused by deficient workmanship or materials. Buyer understands that delays completing agreed-upon repairs may occur due to third-parties' time schedules not controlled by Dealer.*

**AGENCY RELATIONSHIPS:** *Buyer understands that Dealer may be bound by a listing agreement with Seller to act as a representative of the Seller. Buyer is encouraged to consult an attorney before signing this contract. For the purposes of this contract, a signature by a licensee employed by Dealer constitutes a signature by Dealer.*

**DESCRIPTION OF TRADE-IN**

<b>MANUFACTURER</b>				<b>YEAR</b>		<i>Trade Allowance \$</i>	
<b>TITLE #</b>		<b>SERIAL #</b>		<b>SIZE</b>		<i>Balance Owed \$</i>	
<b>BEDROOMS</b>		<b>BATHS</b>		<b>COLOR</b>		<i>Net Allowance \$</i>	
<b>LIENHOLDER</b>							



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**Supplement A**

**SUPPLEMENT "A" WALK-THROUGH AND POSSESSION RECEIPT**

**YEAR/MANUFACTURER** \_\_\_\_\_ **SIZE** \_\_\_\_\_

**COMPLETE SERIAL #** \_\_\_\_\_

<i>Year</i>		<i>Manufacturer</i>	<i>Stock #</i>	
<i>Size</i>		<i>Serial Number</i>	<i>Bed</i>	<i>Bath</i>
<i>Closing Date</i>		<i>Location:</i>		

Buyer hereby stipulates that he has personally inspected the home with Dealer or his representative and that it complies with all the terms and conditions of the offer to purchase, including all amendments submitted to the above Seller's agent. Buyer further stipulates that he accepts the home in its present condition and at its present location and that he has not received any expressed or implied warranties from Seller or from his agent with only the following exceptions:

~~[The implied warranty by Dealer of the working order of the essential systems in the home as prescribed by NRS 489.751.~~

~~The following items are in working order at the time of sale:]~~

1. *“As Is” does NOT remove the Dealer’s implied warranty of the working order of the essential systems (NRS 489.751).*
2. *Buyer may waive warranty for each working system ONLY by signing in the WAIVER column below.*

<del>[Item or]</del> <i>Essential</i>	Working	Not	Buyer’s	Dealer’s	<b><i>WAIVER:</i></b>
System		Working	Initials	Initials	<b><i>Buyer must sign if he or she agrees to waive warranty for a nonworking system</i></b>

Heating System					
Air-Conditioning System					
Electrical System					
Plumbing System					
Drainage System					

**3. Other Exceptions and Additional Warranties:**

(Repairs or replacements must be completed *by the responsible party* within 30 days ~~by the responsible party~~ *of signing this supplement* unless otherwise noted and agreed upon ~~[-]~~ *in writing below.*

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~~[SEE ATTACHED SHEET]~~      *SEE ATTACHED SHEET FOR ADDITIONAL WARRANTIES OR EXCEPTIONS IF CHECKED.*

I, the Purchaser of the above property, have ~~[, on this date,]~~ personally inspected the home and assured myself regarding the condition *and suitability of purpose* of the home. *I received a signed copy of this page at the time of the walk-through.*

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

~~[Dealer]~~ Licensee \_\_\_\_\_

~~[License]~~ Dealer's # \_\_\_\_\_

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***Supplement B***

**SUPPLEMENT "B" DISCLOSURE OF ESTIMATED CHARGES AND TERMS**

*To be completed before close*

***A Dealer cannot REQUIRE specific lenders or specific insurance carriers.***

***Buyer may obtain loan and insurance services of his or her choice.***

***ESTIMATED PAYMENT TO LENDER:*** *If Buyer chooses to finance (borrow) a portion of the purchase price to complete the purchase of this home, then Buyer's credit information was submitted to the following lender and may have also been submitted to additional lenders.*

*Proposed Lender for this transaction \_\_\_\_\_.*

*The proposed lender is willing to extend Buyer the following amount of money to complete this purchase only if Buyer is willing to make the following payments to repay this loan.*

*Estimated Loan Amount for purchase of Home \$ \_\_\_\_\_ Initial \_\_\_\_\_*

*Estimated Monthly Payment Amount \$ \_\_\_\_\_ Initial \_\_\_\_\_*

***PROPOSED INTEREST RATE AND TERM:*** *The above **payment** was calculated based on the lender's charge for the use of the funds stated as the "Loan Amount" over the following term of repayment.*

*Length of loan in months \_\_\_\_\_ and based on an Annual Percentage Rate (APR) of \_\_\_\_.*

***ESTIMATED PAYMENT TO LANDLORD:*** *If Buyer chooses to remain in the park where the home is located, the park is allowed to require that Buyer apply for Park Approval. This requires that Buyer, as well as other family members and pets, if any, meet in person with a representative of the park. At this meeting the representative of the park will disclose what the current charges will be for your location and circumstances. Our current Estimate for the Monthly space rent is: \$ \_\_\_\_\_*

***UTILITIES AND THEIR COSTS:*** *The cost of utilities is almost always in addition to other charges and will vary from one family to another. Some of the utilities or other costs that you may need to consider are:*

<i>Power</i>	<i>Gas</i>	<i>Telephone</i>
<i>Water</i>	<i>Sewer</i>	<i>extra pets</i>

*Garbage*

*Cable TV*

***ESTIMATED PERSONAL PROPERTY TAXES:*** *Personal Property Taxes are similar to “Real Property” taxes except that for Manufactured Homes, they will generally go down each year. They are usually considerably less than “Real Property” taxes and are usually charged either by the Year or Quarterly, instead of monthly. In Nevada, the Tax year runs from July 1 of one year through June 30 of the next. The State requires that all Property Taxes for the Current Tax year be paid before the Title of a Manufactured Home may be transferred.*

*Your portion of the current year taxes are Estimated to be \$ \_\_\_\_\_. Initial \_\_\_\_\_.*

***HOME WARRANTY INSURANCE:*** *Home Warranty contracts are available for homes that meet the standards for these companies and for buyers that choose to purchase the policy before the close. This is intended to protect these companies from potential losses from buyers that choose to purchase the contract after they take possession and experience some type of warranty problem. The costs for 1 year of coverage ranges from \$250 to \$500 depending on the choices you make. These contracts usually charge a “Service Charge” of \$35 to \$75 each time they are used.*

***LENDER REQUIREMENTS TO CLOSE:*** *Each Lender has a different process to determine whether it would be willing to make Home loans. The following is a partial list of the type of requirements that a Lender may require to help decide whether to loan you money to purchase your home:*

*Verification of All Income*

*Credit References*

*Proof of Employment*

*Proof of Down Payment*

*Credit Report*

*Proof of Deposit*

*Landlord Verification*

*Bank Statements*

*Proof of Paid Debts*

*Driver's License*

*Social Security*

*Personal References*

*Date* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Buyer* \_\_\_\_\_

*Licensee* \_\_\_\_\_

*Dealer's #* \_\_\_\_\_

***DEALER INFO MUST  
BE INSERTED HERE***

*July, 2004 Manufactured Housing Division  
of the Department of Business and Industry*

***Purchase Contract USED Homes***

*This is a legal and binding Contract; if you do not  
understand it, you should contact an Attorney*

***Supplement C***

**Supplement ~~["A"]~~ "C" DELIVERY AND INSTALLATION (if applicable)**

This contract contains all essential services and elements to complete the installation of the home and meets all requirements to pass inspections required by state laws and regulations unless

otherwise noted in this contract. To help ensure prompt delivery and proper installation of your home, there are certain responsibilities that must be fulfilled by both you and your Dealer for the work to be done properly. Please read the following provisions carefully. If you have any questions, please ask your sales representative.

**WE, AS YOUR DEALER, ARE RESPONSIBLE FOR THE FOLLOWING:**

1. Blocking and leveling of the home to State’s code or manufacturer’s code.
2. The connection of above-ground utilities, as agreed upon in the contract, up to a maximum of \_\_\_\_\_ feet of materials, to existing codes.
3. Any applicable inspections.

**You, as Buyer, agree that if MORE than the maximum of \_\_\_\_\_ feet of above-ground utility materials are needed for proper installation of the home, you will pay, at the time of installation, the following charges or allow them to be included in your financing request:**

A. Electrical, 100 AMP	\$_____	Per Ft.	E. Water	\$_____	Per Ft.
B. Electrical, 200 AMP	\$_____	Per Ft.	F. Gas	\$_____	Per Ft.
C. Sewer	\$_____	Per Ft.	G. Telephone	\$_____	Per Ft.
D. Television cable	\$_____	Per Ft.	H. Required flood-plain or perimeter blocking	\$_____	Actual Cost

This contract **DOES DOES NOT** contain a line-item charge, in the amount of \$\_\_\_\_\_, for “materials.” Any unused portion of this money will be returned to Buyer after the installation is completed and the installation crew is paid. If Buyer believes that the utility or other costs will exceed this amount, Buyer should advise the salesperson immediately so this figure may be adjusted. Buyer understands that Dealer cannot be held responsible for delays caused by weather, accidents, strikes, fires, equipment failure, delays by the manufacturer or any other cause beyond Dealer’s control.

**YOU, AS BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:**

1. Arranging for utility service to be turned on at the time of installation, as set forth below.
2. (A)  Obtaining the necessary permit for the placement of your home; or  
(B)  Authorizing Dealer to obtain the permit. You hereby agree to pay for the permit and any tap-on development fees.
3. Verifying that your home is compatible with the lot, CC&Rs, deed restrictions, zoning laws and the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site-preparation costs not included in this contract and excessive trenching for utilities, as necessary. You are also responsible for any additional expenses, such as a loader, bulldozer or similar heavy equipment that may be needed to properly install your home on your site. For your protection, Dealer advises you to have a compaction test done on the soil to determine compatibility. Dealer can arrange for this test to be done, at your expense. If you act against Dealer’s advice and choose not to have

a compaction test done, you agree that YOU will be responsible for any problems that a compaction test would have revealed. Improper soil compaction can lead to such problems as unlevelled conditions, settling, tape or texture cracking, etc.

4. Making sure there is adequate access for the home to be properly installed. If the lot is not ready for installation of your home and the workers are required to wait, there will be a charge of \$ \_\_\_\_\_ per hour for each worker.

5. Making sure the electrical power pedestal is installed with meter base, breaker box and necessary (size \_\_\_\_\_ AMP) breaker, within \_\_\_\_ feet of the home's electrical service, unless otherwise agreed upon.

6. Making sure the water, septic tank or sewer connection is within \_\_\_\_\_ feet of the home's connection point, and your portion must be preinstalled to the proper code. For assistance, please contact your licensed contractor.

7. Contracting with and paying a licensed contractor for gas plumbing, testing of appliances and gas hookup if Dealer or installation company is not licensed for gas plumbing, testing of appliances and gas hookup. It is not the responsibility of Dealer to complete such work under this contract. Dealer is not responsible for any work done by outside contractors [ ], *unless Dealer is specifically licensed by the appropriate governing agency.*

8. Arranging for phone service and the installation of phone and television jacks.

9. Being available to assist in placing the home to your requirements and to accept delivery. Rental community installation sets are usually assisted by the manager and must be installed to the community standards. ~~[Make sure that you]~~ *You must* inquire about these requirements.

10. Allowing \_\_\_\_\_ working days after delivery (\_\_\_\_\_ additional days for drywall homes) before planning to move into your new home. A land or home purchase may take up to \_\_\_\_\_ days after delivery for move in.

~~[Licensed Dealer or Representative \_\_\_\_\_] Date \_\_\_\_\_~~

Buyer \_\_\_\_\_ ~~[Date \_\_\_\_\_]~~

Buyer \_\_\_\_\_ ~~[Date \_\_\_\_\_]~~

*Licensee* \_\_\_\_\_ *Dealer's #* \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Other \_\_\_\_\_

Delivery Address \_\_\_\_\_

Directions \_\_\_\_\_

\_\_\_\_\_

~~[Supplement "B" Additional Equipment, Labor & Accessories (See page 1)]~~

~~\_\_\_\_\_ Description of Items or Services \_\_\_\_\_ Amount~~



Date \_\_\_\_\_

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

Dealer \_\_\_\_\_ License # \_\_\_\_\_

2. A licensee who fails to comply with this section is subject to disciplinary action by the Division pursuant to NRS 489.381.

**Sec. 3.** NAC 489.234 is hereby amended to read as follows:

489.234 1. The following form of listing agreement for the sale of a used manufactured home, mobile home or commercial coach must be used in the sale of any used manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by contacting the Division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, telephone number 702.486.4135.

**[LISTING AGREEMENT]**

*July, 2004 Manufactured Housing Division*

***DEALER INFO MUST***

*of the Department of Business and Industry*

***BE INSERTED HERE***

***LISTING AGREEMENT***

*This is a legal and binding Contract; if you do not understand*

it, you should contact an Attorney

Page 1 of 3, Plus Applicable Supplements

**1. THE PROPERTY:** For purposes of this agreement, the property is to be considered personal property in \_\_\_\_\_ County, Nevada, including all fixtures and improvements thereon described as follows: *Listing #* \_\_\_\_\_

YEAR	MANUFACTURER	SERIAL #	TITLED SIZE	LISTING DATE	
NAME(S) OF OWNER ON TITLE				PHONE #	
PARK	SPACE #	COST OF RENT FOR SPACE	PARK CONTACT		
CHILDREN ALLOWED  YES      NO		PETS ALLOWED  YES      NO		PARK RESTRICTIONS & REQUIREMENTS	
ADDRESS			CITY	STATE	ZIP
LIENHOLDER		PHONE #	ACCOUNT #	LIEN BALANCE \$	
LIENHOLDER'S ADDRESS			CITY	STATE	ZIP
<del>[ORIGINAL TITLE LOCATION]</del> <i>TITLE HELD BY:</i>  <input type="checkbox"/> Owner <input type="checkbox"/> Lienholder <input type="checkbox"/> Dealer <input type="checkbox"/> Nevada Title <input type="checkbox"/>  <i>Other:</i> _____			DATE OF TITLE SEARCH		

Except as otherwise provided below and in paragraph ~~[19,]~~ 20, the property includes: All existing fixtures; heating and cooling equipment; built-in appliances; attached lighting fixtures and ceiling fans; towel, curtain and drapery rods; draperies and other window coverings; attached carpeting; fireplace equipment; television antennas; attached plant watering systems; fire suppression systems; misting systems; water treatment systems; smoke detectors; fire warning systems; security systems; window, door and sun screens; storm windows and doors; ~~[storage sheds]~~ and fencing.

**THE FOLLOWING ~~[CIRCLED]~~ ITEMS SPECIFICALLY *NOTED ARE* INCLUDED *AND* ARE IN GOOD WORKING ORDER:**

<del>[#BDRMS</del>	<del>#BATH</del> S	<del>FURNACE</del>		<del>COOLING</del>		<del>AWNING(S)/CARPORT(S)</del>	
		<del>GAS</del>	<del>ELEC</del>	<del>A/C</del>	<del>EVAPORATIVE</del> <del>COOLER</del>	<del>YES NO # _____</del>	
<del>_____</del>							
<del>PORCH(ES)/DECK(S)</del>		<del>SHED(S)</del>		<del>WATER HEATER</del>		<del>WASHER</del>	<del>DRYER</del>
<del>YES NO # _____</del>		<del>YES NO # _____</del>		<del>GAS</del>	<del>ELEC</del>	<del>YES NO</del>	<del>YES NO</del>
<del>_____</del>							
<del>STOVE</del>	<del>REFRIGERATOR</del>	<del>FREEZER</del>	<del>DISPOSAL</del>	<del>LANDSCAPE</del> <del>WATERING</del>	<del>SKIRTING</del>		
<del>YES NO</del>	<del>YES NO</del>	<del>YES NO</del>	<del>YES NO</del>	<del>YES NO</del>	<del>YES NO</del>		
<del>_____</del>							
<del>FURNITURE INCLUDED AS LISTED BELOW AND/OR ON ADDENDA LIST ATTACHED:]</del>							
<i>Heating</i> <input type="checkbox"/> <i>Gas</i> <input type="checkbox"/> <i>Elec</i>				<input type="checkbox"/> <i>Steps</i>		<input type="checkbox"/> <i>Oven</i>	<i># Baths</i>

<i>Water Heater</i> <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Shed(s)	<input type="checkbox"/> Refrigerator	# Bedrooms
<input type="checkbox"/> Air <input type="checkbox"/> Gas <input type="checkbox"/> <input type="checkbox"/> Ton _____ <i>Conditioner</i> <i>Elec</i>	<input type="checkbox"/> Deck	<input type="checkbox"/> Dishwasher	<input type="checkbox"/>
<input type="checkbox"/> Heat Pump <input type="checkbox"/> Gas <input type="checkbox"/> <input type="checkbox"/> Ton _____ <i>Elec</i>	<input type="checkbox"/> Carport	<input type="checkbox"/> Disposal	<input type="checkbox"/>
<input type="checkbox"/> Evaporative Cooling	<input type="checkbox"/> Patio Cover	<input type="checkbox"/> Microwave	<input type="checkbox"/>
<input type="checkbox"/> Stove <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Landscape <i>water</i>	<input type="checkbox"/> Freezer	<input type="checkbox"/>
<input type="checkbox"/> Dryer <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input type="checkbox"/> Skirting	<input type="checkbox"/> Washer	<input type="checkbox"/>
<b>OTHER:</b>			
<i>NRS 489.751 prescribes an implied warranty of the working order of the following essential systems in the home at time of walk-through. By checking the box next to each system, Seller warrants to Dealer and Buyer(s) that these systems are now in working order and will remain in working order through the date of walk-through, unless specifically noted otherwise below.</i>			
<i>Heating</i> <input type="checkbox"/>	<i>Cooling</i> <input type="checkbox"/>	<i>Plumbing</i> <input type="checkbox"/>	<i>Drainage</i> <input type="checkbox"/>
<i>Note:</i>			

**2. EXCLUSIVE RIGHT TO SELL:** In consideration of the acceptance by the undersigned licensed Nevada Mobile Home Dealer (Dealer) of the terms of this Listing Agreement , ~~[and Dealer's promise to attempt to effect a sale of the property described above,]~~ I, or we, as Owner(s) and Seller(s), employ and grant Dealer the exclusive right commencing on \_\_\_\_\_, 20\_\_\_\_, and ending at 11:50 p.m. on \_\_\_\_\_, 20\_\_\_\_, to sell or exchange the property described above ~~[.]~~ *subject to the terms of this agreement.*

[Dealer's] Licensee's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

*July, 2004 Manufactured Housing Division*

***DEALER INFO MUST***

*of the Department of Business and Industry*

***BE INSERTED HERE***

***LISTING AGREEMENT***

*This is a legal and binding Contract; if you do not understand it, you should contact an Attorney*

*Page 2 of 3*

**3. PRICE:** The listing price will be \_\_\_\_\_. The selling price will be the price offered by Purchaser and accepted by Owner, to be paid as described herein, in terms as accepted by Owner. Owner requires Dealer to present all offers.

**4. ACCESS AND LOCKBOX:** *Access to the Home and premises is granted for the purpose of showing the home to prospective purchasers at reasonable hours.* Unless otherwise stated in this agreement, Owner authorizes Dealer to install and use on the property a lockbox containing a key to the property. Owner acknowledges that a lockbox and any other key left with or available to Dealer will permit access to the property by Dealer or any other Dealer, with or without potential Purchasers, even when Owner or Occupant are absent. If someone other than Owner occupies the property, Owner will provide to Dealer the name and phone number of any Occupant. Owner acknowledges that neither Dealer's agent nor subagent is insuring Owner or Occupant against theft or vandalism resulting from such access. Owner authorizes Dealer to place appropriate signs on the property, *to photograph the exterior* and to advertise from time to time at Dealer's discretion.

Lock [Box] Box/Key #\_\_\_\_\_.

**5. COMMISSIONS:** If Dealer produces a ready, willing and able Purchaser in accordance with this agreement or if a sale or exchange of the property is made by Owner or through any other agent during the term of this agreement, Owner agrees to pay Dealer a commission of ~~[\_\_\_\_\_]~~ \$\_\_\_\_\_ or \_\_\_\_\_% of the sale price. Owner agrees to pay Dealer ~~[a brokerage fee]~~ for the costs of verified services rendered ~~[, not to exceed \$1,500,]~~ if Owner cancels this agreement before the expiration period for any reason not included as a part of this agreement. *Alternatively, if initialed by both parties, Owner and Dealer agree to the following negotiated fee for cancellation of this contract: \$\_\_\_\_\_. Owner initials \_\_\_\_, Licensee initials \_\_\_\_.*

**6. EXPIRATION:** Owner will pay the same commission *noted above in paragraph 5* to Dealer if a sale is made, within 90 days after the expiration of this agreement, to any person to whom the property has been shown during the term of this agreement.

**7. EARNEST DEPOSIT:** Owner authorizes Dealer to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits. ~~[If any earnest deposit is forfeited, it]~~ *If Buyer forfeits any earnest deposit, Dealer's verifiable expenses will be paid first and the remainder will be divided equally between Dealer and Owner.*

**8. AGENCY RELATIONSHIPS:** ~~[Owner understands that Dealer or his licensed representative will act as Owner's agent with respect to this agreement. Owner understands that Dealer may also represent a Purchaser who wishes to purchase the property of Owner. In that event, Dealer would be serving as the agent for both Owner and potential Purchaser. Owner acknowledges that he does not want to]~~ *Dealer will use diligent efforts to find a buyer who is ready, able and willing to complete a sale of the property. Dealer's verifiable record of marketing attempts will be available upon request. Owner understands that Dealer or his*

*licensed representative may in the future act for two or more parties in this transaction. When acting for more than one party in the transaction, Licensee is limited because of the adverse interests of the parties. Licensee cannot represent the interests of one party to the exclusion or detriment of the interest of the other party. The Owner/Seller understands the foregoing and Consents to allow Licensee to Act for all parties, to not limit the range of ~~[possible Purchaser, and therefore, Owner agrees to work with Dealer to resolve any potential agency conflicts that may arise.]~~ potential Purchasers. Dealer may elect to pay another licensed dealer a portion of the commission if the dealers have a written cooperative agreement and the other dealer produces a qualified buyer that results in a final sale.*

**9. ATTORNEY'S FEES:** In any action or proceeding to enforce any provision of this agreement or for the damages sustained by reason of its breach, the prevailing party will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court. ~~[Additionally, if Dealer is successful in collecting any commission without commencing any action or proceeding, Owner agrees to pay such Dealer's reasonable attorney's fees and costs.]~~

**10. WARRANTIES BY OWNER ON THE SALE OF THE PROPERTY:** Except as otherwise provided in this agreement, Owner warrants that, at the time of possession by Purchaser or the close of the sale: The roof will have no known leaks; all heating, cooling, mechanical, plumbing, drainage, watering and electrical systems and built-in appliances will be in working condition; and the property will otherwise be in substantially the same condition as on the effective date of this agreement. Owner agrees to maintain and repair the property, as necessary, to fulfill the warranties described in this paragraph. Before the closing, Owner will

grant Purchaser or Purchaser's representatives reasonable access to enter and inspect the property to satisfy Purchaser that the property is as warranted by Owner.

**11. INFORMATION:** Owner understands that Dealer will be passing on information contained in this agreement regarding the property to potential Purchasers. Owner warrants that ~~[all information given to Dealer is true.]~~ *the information provided is complete and correct and agrees to hold Dealer harmless from any liability incurred as a result of Dealer relying on such information.*

**12. NEVADA LAW:** Nevada law governs this agreement.

**13. INDEPENDENT ELEMENTS:** Seller and Dealer agree that each portion of this agreement is independent of any other portion and that if any portion of this agreement is found to violate the law or to be unenforceable, the remainder of this agreement is valid.

~~[Dealer's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_~~

~~—14. TITLE: Upon acceptance of a purchase contract, Owner agrees to furnish to Dealer a marketable Nevada Certificate of Title that is free and clear of liens and encumbrances upon closing.]~~

*Licensee's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_*

***DEALER INFO MUST  
BE INSERTED HERE***

*July, 2004 Manufactured Housing Division*

*of the Department of Business and Industry*

***LISTING AGREEMENT***

*This is a legal and binding Contract; if you do not understand it, you should contact an Attorney*

*Page 3 of 3*

*14. **TITLE:** Upon acceptance of a purchase contract, Owner agrees to furnish to Dealer a marketable Nevada Certificate of Title that is free and clear of liens and encumbrances and all necessary, properly executed documents for the transfer of ownership and closing of the sale. Owner further warrants that all costs associated with the ground lease, taxes, utilities and other associated costs will be paid through the date of closing. Dealer will process title documents and submit title documents to Manufactured Housing Division pursuant to Chapter 489 of NRS.*

*15. **POSSESSION:** Possession of the property is to be given to Purchaser *within \_\_\_\_\_ days of being presented an acceptable offer, or on (date)\_\_\_\_\_.* ~~[A]~~ Seller agrees to allow a walk-through of the property by Purchaser before possession ~~[is]~~ as required by state law ~~[. If Owner occupies the property after closing, a maximum amount of \$2,000 will be held in Dealer's trust account until Owner vacates and a walk-through is completed with Purchaser. If the property is in substantially the same condition at the time Owner vacates and a walk-through is completed with Purchaser as it was on the day of closing, the money held in Dealer's trust account will be paid to Owner. If the property is not in substantially the same condition as on the day of closing at the time Owner vacates and a walk-through is completed with Purchaser, the money held in Dealer's trust account will be used to make the repairs necessary to restore the property to substantially the same condition as on the day of closing. Any money remaining in Dealer's trust account will be paid to Owner.]~~ and will provide access and any utilities necessary to verify the good working condition of the property as listed above. Seller agrees to vacate the premises as noted above unless Seller and Buyer enter into a written and notarized*

*agreement defining the conditions for occupancy. Seller agrees that Seller will pay to Buyer a late penalty of at least \$100 per day for costs incurred due to the delay.*

**[Seller's Initials \_\_\_\_\_]**

**16. TIME:** Time is of the essence in the performance of obligations contained in this agreement.

**17. PAYMENT OF PROCEEDS:** The proceeds from the sale of property due Owner must be delivered, in person or by mail, to Owner within ten (10) days after compliance with NRS 489.723 (a copy of this statute is available from Dealer).

**18. COMMISSIONS PAYABLE FOR THE SALE OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN DEALER AND OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A SIGNED COPY OF THIS LISTING AGREEMENT.**

**19.** *Dealer must provide a signed copy of this agreement to Seller at time of signing by Licensee and Seller.*

**20. EACH ADDITIONAL AGREEMENT OR CHANGE** in this section must be initialed by both Seller and Dealer.

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_____	_____	_____
<b>Seller</b>	<b>Date</b>	<i>SSN #</i>

_____	_____	_____
<b>Seller</b>	<b>Date</b>	<i>SSN #</i>

**Seller's Mailing Address** \_\_\_\_\_

_____	_____	_____	_____
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~~Licensed Dealer or Representative~~   ~~Date~~   ~~License #~~   ~~Seller's SSN]~~

*Licensee's Signature*                      *Date*                      *Dealer's #*

2. A licensee who fails to comply with this section is subject to disciplinary action by the Division pursuant to NRS 489.381.

**NOTICE OF ADOPTION OF PROPOSED REGULATION**  
**LCB File No. R019-04**

Pursuant to Nevada Revised Statutes 233B, the Manufactured Housing Division proposed changes to Nevada Administrative Code chapter 489. Required notices were posted and mailed for a workshop held on May 13, 2004. Required notices were posted and mailed for a hearing held on May 13, 2004, in Las Vegas and in Carson City (teleconference). Small businesses were consulted regarding the impact of the changes.

Pursuant to NRS 489.211 the Administrator hereby adopts the permanent regulations assigned LCB File No. R019-04. Written comments received and oral comments made at the workshops and hearings have been considered.

**Notice date:** 4/8/2004  
**Hearing date:** 5/13/2004

**Date of adoption by agency:** 6/7/2004  
**Filing date:** 7/13/2004

**INFORMATIONAL STATEMENT**

**1. A description of how public comment was solicited, a summary of public response, and an explanation of how other interested persons may obtain a copy of the summary.**

On April 8, 2004, the Division mailed a notice of Workshop to Solicit Comments on Proposed regulations to affected small businesses as required by law and to those individuals or entities requesting notice of proposed regulations. On April 8, 2004, the Division mailed Notice of Intent to Act Upon A Regulation to affected small businesses as required by law and to those individuals or entities requesting notice of proposed regulations.

However, the Division also posted the above-referenced notices for public review and comment at:

a. Manufactured Housing Division 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104; Manufactured Housing Division, 59 East Winnie Lane, Carson City, Nevada 89701; Department of Business and Industry, 788 Fairview Drive, Carson City, Nevada 89701; Office of the Attorney General, 100 North Carson Street, Carson City, Nevada 89701; Office of the Attorney General, 555 East Washington Avenue, Suite 3900, Las Vegas, Nevada 89101; Washoe County Library, 301 South Center Street, Reno, Nevada 89701; Carson City Library, 900 South Center Street, Carson City, Nevada 89701; Clark County Library, 833 Las Vegas Blvd. North, Las Vegas, Nevada 89101.

In addition, the Division mailed copies of the Notice of Intent to Adopt Regulation (which invited public comment) to the Carson City Library, the Churchill County Library, the Las Vegas Library, the Douglas County Library, the Elko County Library, the Goldfield Public Library, the Eureka Branch Library, the Humboldt County Library, the Lincoln County Library, the Lyon County Library, the Mineral County Library, the Tonopah Public Library, the Pershing

County Library, the Storey County Library, the Washoe County Library, the White Pine County Library, and the Battle Mountain Branch Library.

A workshop and a hearing was held via video teleconference in Carson City and Las Vegas on May 13, 2004, wherein members of the public and affected businesses were invited to speak.

The oral and written comments centered on the following areas of concern:

- a. The Nevada Manufactured Housing Association which represents dealers, salesmen, servicemen provide a letter endorsing the proposed revised contract.
- b. Some Used Dealers wanted section #5 COMMISSIONS of the Listing Contract to have stronger protection for the dealer to include a \$1500 minimum fee for cancellation and to give Dealers more options for negotiation with clients.
- c. Some Used Dealers did not want to be responsible for providing home entry keys to the buyer at closing.
- d. In Purchase Agreement Used Homes, one speaker wanted language change in Supplement A to clarify waivers for implied warranty under section #2.

A copy of the written comments may be obtained by calling Jerry Holmes, Manufactured Housing Division, (702) 486-4115, or by writing to Mr. Holmes at the Manufactured Housing Division, 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104.

## **2. The number of persons who:**

**a. Attended each hearing:** The May 14, 2004 Workshop in was attended by 10 people; the May 13, 2004 Public Hearing was attended by 6 people.

**b. Testified at each hearing:** At the May 13, 2004 Workshop, 10 people testified; at the May 13, 2004 Public Hearing, 2 people testified, however the Administrator of the Division ruled that all testimony at the Workshop would be included in the official record of the hearing.

**c. Submitted to the agency written comments:** Written comments were received from Gub Mix (Nevada Manufactured Housing Association) and Ernie Nielsen, Washoe County Senior Law Project.

## **3. A description of how comment was solicited from affected businesses, a summary of their response, and an explanation of how interested persons may obtain a copy of the summary.**

The Division mailed the notices for the workshop held on May 13, 2004, to all manufactured housing dealer and limited dealers, within the State of Nevada as well as and persons on the list maintained by the Division interested in receiving a notice of hearings on regulations that affect the Manufactured Housing Division. Said notices requested comments in writing and invited business owners to attend the workshops. The notice for the public hearing

scheduled on May 13, 2004, was also mailed to all dealers and limited dealers within the State of Nevada as well as persons on the list of interested parties and also requested written comment and invited business owners to the public hearing. In addition, the workshop notices and the public hearing notice were posted as specified in #1 above. In addition, if dealers notified the Division that they had an attorney, a copy of the notices was mailed to the attorney. General comments received are listed in section number one of this statement.

A copy of the written comments may be obtained by calling Jerry Holmes, Manufactured Housing Division, (702) 486-4115, or by writing to Mr. Holmes at the Manufactured Housing Division, 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104.

**4. If the regulation was adopted without changing any part of the proposed regulation, a summary for the reasons for adopting the regulation without change.**

The Division made multiple changes to the regulation after the initial draft after it carefully considered the concerns of the members of the Nevada Manufactured Housing Association which is made up of dealers, manufacturers and other licensees. The draft prepared by the Legislative Counsel Bureau reflected the changes made by the Division. Comments and concerns from the hearing prompted changes made to the draft prepared by the Legislative Counsel Bureau and is attached to this statement:

**5. The estimated economic effect of the adopted regulation on the businesses that it is to regulate and on the public. These must be stated separately, and each case must include:**

- a. Both adverse and beneficial effects; and**
- b. Both immediate and long-term effects.**

**ADVERSE EFFECTS ON THE PUBLIC:** There are no anticipated adverse effects on the public as the regulation seeks to standardize contracts in sales transactions.

**ADVERSE EFFECTS ON BUSINESSES:** The economic impact will be minimal because dealers already use previous division contracts and switching to contracts adopted by the regulations will not be onerous. The Division will further reduce the impact on business by providing electronic means of reproducing the forms adopted by the regulation including posting on the Division's Web Page.

**BENEFICIAL EFFECTS ON BUSINESSES AND THE PUBLIC:** Revision to standardized contracts will benefit both because it improves the layout and content of the previous contract with full disclosure and itemization, which should help resolve contract disputes.

**6. The estimated cost to the agency for enforcement of the adopted regulation.**

There will be no additional costs of enforcing the regulations because staff is currently in place to enforce them.

**7. A description of any regulations of other state or government agencies that the proposed regulation overlaps or duplicates, and a statement explaining why the duplication**

**or overlapping is necessary. If the regulation overlaps or duplicates a federal regulation, the name of the regulating federal agency.**

The regulation does not duplicate, and is not more stringent than existing state or federal laws. The Division does not believe that the regulation is more stringent than local laws.

**8. If the regulation includes provisions that are more stringent than a federal regulation that regulates the same activity, a summary of such provisions.**

The regulation does not include provisions that are more stringent than a federal regulation that regulates the same activity.

**9. If the regulation provides a new fee or increases an existing fee, the total amount the agency expects to collect and the manner in which the money will be used.**

This regulation does not provide or involve a new fee, and hence since no fee is involved, there is not a total amount expected to be collected or used.