

MANUFACTURED HOME PURCHASE AGREEMENT

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1 **DATE:** _____

2 **MANUFACTURED HOME DESCRIPTION:**

3 Manufactured Home, as referenced, includes those Mobile Homes that were built before July 15, 1976. This
4 Purchase Agreement does not include the sale of land.

5 Make: _____ Model: _____ Serial #: _____

6 Street Address: _____

7 City: _____ State: _____ Zip Code: _____ County: _____

8 **BUYER(s):** _____ agrees to pay the

9 **SELLER(s):** _____ the total sum of

10 **PURCHASE PRICE:** _____ Dollars \$ _____,

11 ☐ **Cash**

12 If cash, Buyer(s) to provide validated proof of funds by _____,

13 or ☐ is attached.

14 ☐ **Financing**

15 Financing acceptable to Buyer(s). If financing, Buyer(s) shall provide a preliminary loan commitment letter
16 from the Lender by _____, or ☐ is attached.

17 **EARNEST MONEY:** The sum of _____ Dollars (\$ _____)

18 Delivered to _____ on or before _____.

19 Seller(s) has the right to terminate this Purchase Agreement if earnest money is not received as agreed herein.

20 Seller(s) has the right to terminate this Purchase Agreement if loan commitment is not received and earnest
21 money shall be returned to Buyer(s).

22 **THIS SALE INCLUDES:**

23 ☐ Refrigerator ☐ Range ☐ Oven ☐ Microwave ☐ Dishwasher ☐ Washer ☐ Dryer ☐ Shed

24 ☐ Entry ☐ Porch ☐ Deck ☐ Steps ☐ Window AC ☐ Wall AC ☐ Central AC ☐ Home Warranty

25 ☐ Window Treatments ☐ Hitch ☐ Axles ☐ Wheels

26 and also included: _____

27 _____

28 **THIS SALE EXCLUDES:**

29 The following property: _____

30 _____

31 **SELLER(s) WARRANTIES:**

32 Seller(s) warrants that the appliances, heating, air conditioning, wiring, and plumbing located in above
33 Manufactured Home will be in working order on the date of closing, and Buyer(s) acknowledge that the
34 remaining personal property, including any defects, known or unknown, is sold in its present "as is" condition.

Buyer(s) Initials _____

Seller(s) Initials _____

35 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

36 **SELLER'S COMPENSATION TO BUYER'S BROKER:**

37 On behalf of the Buyer(s), Seller(s) agrees to pay Buyer's Broker total compensation of _____% of
38 purchase price OR \$_____ at closing.

39 **CONTINGENCIES:**

40 If any of the contingencies marked below are not completed to the satisfaction of the Buyer(s) by 11:59 PM on
41 date(s) stated, Buyer(s) has the option to terminate this Manufactured Home Purchase Agreement.
42 Cancellation must be signed and delivered to the terminating party with the return of earnest money, if any,
43 to the Buyer(s).

- 44 1. ☐ Contingent on Buyer(s) obtaining an inspection, by an inspector of Buyer's choice and expense, to
45 be completed by _____.
- 46 2. ☐ Contingent upon Buyer(s) securing appropriate parking site for the said home by _____.
- 47 3. ☐ Contingent upon Buyer(s) securing mobile home park approval by _____.

48 **PRORATIONS:** Manufactured Home lot rent to be prorated to date of close OR _____.

49 The Manufactured Home tax for the calendar year of sale shall be prorated between the parties to the date of
50 sale. Seller(s) warrants that the Manufactured Home tax, along with any interest and/or penalties, for all
51 calendar years prior to the year of sale has been paid in full. Buyer(s) shall be responsible for Manufactured
52 Home tax, along with any interest and/or penalties, for all calendar years subsequent to the year of sale.

53 **SIGHT UNSEEN CONDITION:** Buyer(s) intends to purchase Manufactured Home sight unseen:
54 ☐ Yes ☐ No If "Yes," see attached SIGHT UNSEEN ADDENDUM.

55 **CLOSING AND POSSESSION:** Closing date and possession date are to be on or before _____,
56 unless otherwise agreed to, in writing, by all parties. Seller(s) agrees to remove all debris, and all personal
57 property not included herein from the Property prior to closing.

58 **TITLE:** At closing, Seller(s) shall furnish Buyer(s) with a Certificate of Title, free and clear of all
59 encumbrances. If Seller's title is marketable and all other conditions of this Agreement have been met, and
60 Buyer(s) for any reason fails, neglects, or refuses to complete purchase or make payments promptly, as set
61 forth herein, then Seller(s) shall be paid the earnest money as liquidated damages, since the parties agree the
62 calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree
63 that the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by
64 the Seller(s), and this Agreement thereupon shall be of no further binding effect. Upon default by Seller(s),
65 Buyer(s) shall be entitled to a return of the earnest money, and this Agreement shall immediately become null
66 and void.

67 **RISK OF LOSS:** If there is any loss or damage to the Manufactured Home prior to the closing, for any reason,
68 including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller(s). If the
69 Manufactured Home is destroyed or substantially damaged before the closing date, this Agreement shall
70 become null and void at Buyer's option.

71 **ASSIGNMENT:** Buyer(s) may not assign this Purchase Agreement without Seller's written consent.

72 **ADDITIONAL PROVISIONS:** _____
73 _____
74 _____
75 _____

Buyer(s) Initials _____

Seller(s) Initials _____

76 **OTHER PROFESSIONAL SERVICES:** Seller(s) and Buyer(s) in this transaction acknowledge the
77 Broker(s) and Agent(s) are being retained solely as a real estate Agent(s) and not as an attorney, lender,
78 inspector, or appraiser, or any other professional service provider. Seller(s) and Buyer(s) are advised to seek
79 professional advice concerning any of these additional matters.

80 **ELECTRONIC SIGNATURES:** The parties agree that the electronic signatures of either party on any
81 document relating to this transaction constitutes a valid and binding Agreement.

82 **CONTINUE TO SHOW:**

83 Seller(s) has the right to continue to offer the Manufactured Home for sale for backup offers only.

84 ☐ **THIS IS A BACKUP OFFER.** See BACKUP OFFER ADDENDUM.

85 **TIME OF ESSENCE:**

86 Time is of the essence in this Purchase Agreement. This means that all completion dates are intended to be
87 strict and absolute.

88 **AGENCY DISCLOSURE:**

89 _____ of _____
90 Agent Printed Name Brokerage Firm

91 Is representing: ☐ Buyer(s) ☐ Seller(s) ☐ Both Parties ☐ Neither Party

92 _____ of _____
93 Agent Printed Name Brokerage Firm

94 Is representing: ☐ Buyer(s) ☐ Seller(s) ☐ Both Parties ☐ Neither Party

95 Buyer(s) is entering into this Purchase Agreement with the intent to Wholesale? ☐ Yes ☐ No If Yes, see
96 WHOLESALING ADDENDUM.

97 **FINAL ACCEPTANCE**

98 This Agreement shall remain available for acceptance by Seller(s), on or before _____ at
99 _____ ☐ AM ☐ PM - ☐ CT ☐ MT or until revoked by Buyer(s) prior to Seller's acceptance.

100 We, the Buyer(s), offer to purchase the above-described Manufactured Home pursuant to the terms and
101 conditions herein.

102 _____
103 Buyer Signature Date Buyer Signature Date

104 We, the Seller(s), accept the offer to purchase the above-described Manufactured Home upon the terms and
105 conditions herein.

106 ☐ **If checked, this Purchase Agreement is subject to attached COUNTEROFFER ADDENDUM.**

107 _____
108 Seller Signature Date Seller Signature Date

109 THIS IS A LEGAL AND BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). BUYER(S) AND
110 SELLER(S) HAVE A RIGHT TO SEEK LEGAL AND TAX ADVICE.

111 ☐ **If checked and initialed, Seller(s) rejects this offer. Seller(s) Initials** _____