

# Manufactured Home Offer to Purchase

Personal information you provide may be used for secondary purposes [Privacy Law, s.15.04(1)(m)].

## Part A: Offer and Acceptance

[Read both sides of this document before signing.]

● **This offer** is dated \_\_\_\_\_ at \_\_\_\_\_, Wisconsin.  
The Buyer(s) \_\_\_\_\_ offers to purchase the Manufactured Home identified as \_\_\_\_\_ [Manufacturer, Year and Serial Number] located at \_\_\_\_\_ from seller(s) \_\_\_\_\_. If accepted, this offer creates a legally enforceable contract. Both parties should read this document carefully before signing. It is understood that this is a personal property transaction and that no real estate is being transferred.

● **Purchase Price:** \$ \_\_\_\_\_.

● **Earnest Money :** \$ \_\_\_\_\_ accompanies this offer and additional earnest money of \$ \_\_\_\_\_ will be paid within \_\_\_\_\_ days of acceptance and the balance will be paid in the form of either a certified or cashier's check at closing. Failure of the Buyer to make earnest money payment(s) as provided voids offer at Seller's option. Earnest money shall be held by seller's agent until closing or distributed as permitted by law.

● **Acceptance** occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate by identical copies of this offer.

● **Delivery of documents** will occur at the earliest of one of the following:

- 1) Personal delivery to the party, 2) by fax transmission of the document or written notice to the following telephone number:  
Buyer (\_\_\_\_\_) \_\_\_\_\_ Seller (\_\_\_\_\_) \_\_\_\_\_
- 3) by depositing the document or written notice postage paid in the U.S Mail to the following address:

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

● **Financing Contingency:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_ [insert loan program or source] loan commitment as herein described, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. The interest rate shall not exceed \_\_\_\_\_%. Other: \_\_\_\_\_.

● **Additional Provisions/Contingencies:**

● **Occupancy of the Home** shall be given to Buyer on \_\_\_\_\_. If Seller is permitted to occupy the Home after closing, Seller shall prepay an occupancy charge of \$ \_\_\_\_\_ per day, which [shall] [shall not] (strike one) be refundable based upon actual occupancy.

● **Taxes.** The Home is subject to taxes described as:  mobile home parking fees  personal property taxes (check one). Seller agrees to pay these taxes through the month in which the closing occurs and Buyer assumes responsibility for these taxes thereafter. These taxes are currently \$ \_\_\_\_\_ per \_\_\_\_\_ and are payable to: \_\_\_\_\_  
(enter mobile home park owner or municipality)

● **Prorations.** Any unpaid rent, sewer, water, other utilities and taxes will be paid by seller prior to closing. The following additional items shall be prorated at closing:

● **Good Faith & Acceptance.** Seller and Buyer agree to act in good faith and use due diligence in completing the terms of this transaction. The agreement binds them and inures to the benefit of the parties and their successors. Seller and Buyer have read both sides of this document.

\_\_\_\_\_  
Buyer's signature      Print Name (Date: \_\_\_\_\_)      Buyer's signature      Print Name (Date: \_\_\_\_\_)

This offer is hereby accepted, the warranties and representations made herein survive the closing. The undersigned agrees to sell the subject Home on the terms and conditions as set forth and acknowledges receipt of a copy of this Offer.

\_\_\_\_\_  
Buyer's signature      Print Name (Date: \_\_\_\_\_)      Buyer's signature      Print Name (Date: \_\_\_\_\_)

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●**Rejection.** This offer is rejected. \_\_\_\_\_(Seller initials)

●**Counteroffer.** This offer is countered as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part B – Other Provisions**

● **Closing & Occupancy.** This transaction shall be closed at \_\_\_\_\_ on or before \_\_\_\_\_ or at such other time as may be mutually agreed. Legal possession of the property shall be delivered to buyer on the date of closing. It is understood the Home is now:  
 Subject  Not Subject (check one) to a written lease. Buyer acknowledges that a lease must be obtained from the community if any before occupancy.

●**Disposition of Earnest Money.** The earnest money shall be applied to the purchase price. If the transaction fails to produce an accepted offer, the earnest money shall be paid to the person(s) who paid the earnest money (after the earnest money first clears the payer’s depository). If the transaction fails to close after an accepted offer and the parties fail to agree on the disposition of earnest money, then the earnest money shall be disbursed to the Buyer, unless the Seller provides Buyer in writing no later than 15 days after the earlier of the Buyer’s written demand for the return of the earnest money or the date of the closing, that Seller elects to consider the earnest money as liquidated damages or partial payment for specific performance. Disbursement of earnest money does not determine the legal rights of the parties to this agreement. Buyer and Seller agree to hold the agent harmless from any liability for good faith disbursement of earnest money in accordance with this agreement.

●**Additional items included in sale.** Seller shall include in the sale all fixtures, storm windows and screens, lighting fixtures, window shades, curtain and traverse rods, blinds, heating and cooling equipment, floor coverings, exterior attached antennas, decks, steps, garage door openers, installed security equipment and skirting. In addition, the following items are included in the sale in addition to the home free and clear of any encumbrances unless excluded in lines 104 -109:

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

●**Items excluded from the sale:** Furniture, personal effects, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

●**“AS IS Warranty”** Except for any express or implied warranty by the manufacturer or seller which exists on this manufactured home, the entire risk as to the quality and performance of this home is with the Buyer and should the Home prove defective following purchase, the Buyer shall assume the entire cost of all servicing and repair. The Buyer acknowledges receipt of a Used Home Disclosure Statement which creates no warranty as provided by SPS 397.06(3)(b).

●**Evidence of Title:** At closing, Seller will deliver to Buyer the Ownership Certificate or Title to the Home free and clear of any encumbrances. If the Ownership Certificate or Title is not available, Seller will complete whatever documents the Wisconsin Department of Safety and Professional Services for a replacement Certificate of Ownership.

●**Pre-Closing Damage to Home.** If the Home is damaged by fire or other causes prior to closing in an amount not more than 25% of the purchase price, Seller shall be obligated to repair and restore the home to the same condition that it was on the date of this offer. If such damage shall exceed such sum, the transaction may be cancelled at option of Buyer. Should Buyer elect to close this transaction despite the damage, Buyer shall be entitled to the insurance proceeds related to damage to the Home.