

# Wisconsin Department of Safety and Professional Services

## DIVISION OF PROFESSIONAL CREDENTIAL PROCESSING

### MANUFACTURED HOME PURCHASE CONTRACT

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

This is an offer to purchase that, if accepted by the Retailer or his authorized agent, will become a binding purchase contract for the purchase of a manufactured or mobile home (hereafter described as "Home" or "the Home"). The Retailer must accept or reject this offer by the close of the Retailer's next business day in writing or the offer is automatically rejected. Until acceptance or rejection of the offer, the Retailer is prohibited from selling the Home to any other person. If the Retailer rejects this offer, any down payment, deposit, or title shall be returned to the Purchaser within two (2) working hours. If the Purchaser is not present during the two (2) hour period, these items shall be returned in person or by mail by the close of the Retailer's next business day.

Retailer's Name:	Order Date:	Stock No.
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>
Address: (street, city, state, zip)	Salesperson's Name:	Salesperson's License No.
<input type="text"/>	<input type="text"/>	<input type="text"/>
Daytime Telephone Number: (include area code)		Retailer's License No.
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/>
Email Address:	<input type="text"/>	

I (We), the PURCHASER(S) offer to purchase the home described below which is  NEW  USED (**check one**) under the terms and conditions contained herein and on any schedules or addenda executed by the parties.

Purchaser's Name(s):	Residence Address: (street, city, state, zip)
<input type="text"/>	<input type="text"/>
Email Address:	<input type="text"/>
Daytime Telephone Number(s): (include area code)	<input type="text"/> - <input type="text"/> - <input type="text"/>
	<input type="text"/> - <input type="text"/> - <input type="text"/>
Home Telephone Number: (include area code)	<input type="text"/> - <input type="text"/> - <input type="text"/>

Home Being Purchased:	
<input type="text"/>	
Trade-In:	
<input type="text"/>	
Manufacturer:	Model/Year:
<input type="text"/>	<input type="text"/>
Serial No.	Size:
<input type="text"/>	<input type="text"/>

**THE FOLLOWING SCHEDULES APPLY:**

A Home Options;  B. Warranties and Representations;  C. Personal Property Placement;

D. Real Property Placement;  E. Additional Representations;  F. Notice of Manufactured Home Community Lease/Rules;

Others Attached.

<p>A. Base Price of Home Sold \$ <input style="width: 100px;" type="text"/></p> <p>B. Total Options from Schedule A, Part A \$ <input style="width: 100px;" type="text"/></p> <p>C. Total from Schedule C \$ <input style="width: 100px;" type="text"/></p> <p>1. Sub Total (<b>Sum lines A+B+C</b>) \$ <input style="width: 100px;" type="text"/></p> <p>2. Trade Allowance \$ <input style="width: 100px;" type="text"/></p> <p>3. Trade Difference (<b>1 Less 2</b>) \$ <input style="width: 100px;" type="text"/></p> <p>4. <input style="width: 50px;" type="text"/> % WI Sales Tax x line 1 \$ <input style="width: 100px;" type="text"/>  (Includes 35% exemption if applicable)</p> <p><input type="checkbox"/> Sales Tax Computed on line 4  <input type="checkbox"/> Line 1 Price includes Sales Tax, if applicable  <input type="checkbox"/> No Sales Tax imposed on purchaser because of realty improvement  <input type="checkbox"/> No Sales Tax imposed due to other exemption:</p> <p><input style="width: 250px;" type="text"/> (include ES # if applicable)</p> <p><b>(Note: Trade allowance may not be used in calculating tax. No Tax on used homes exceeding 45 ft.)</b></p>	<p>5. Title, Lien, UCC-1, Other fees \$ <input style="width: 100px;" type="text"/></p> <p>6. Physical Damage Insurance \$ <input style="width: 100px;" type="text"/></p> <p>7. Total from Schedule D \$ <input style="width: 100px;" type="text"/></p> <p>8. Total from Schedule A, Part B \$ <input style="width: 100px;" type="text"/></p> <p>9. Balance Due to (<b>below</b>) On Trade-In \$ <input style="width: 100px;" type="text"/></p> <p style="margin-left: 20px;"><input style="width: 200px;" type="text"/></p> <p>10. Sub-Total (<b>3+4+5+6+7+8+9</b>) \$ <input style="width: 100px;" type="text"/></p> <p>11. Less Down Payment \$ <input style="width: 100px;" type="text"/></p> <p>12. Sub-Total (<b>10 less 11</b>) \$ <input style="width: 100px;" type="text"/></p> <p>13. Additional Down Payment Due \$ <input style="width: 100px;" type="text"/></p> <p>14. Amount Due on Closing \$ <input style="width: 100px;" type="text"/></p>
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**PURCHASER INTENDS TO LOCATE THE HOME:**

in the following Manufactured Home Community  
 (see Sch. F)

on land owned/leased by purchaser: (insert address)

on a site to be identified in writing within  days, or either party may cancel. When identified, Retailer may require to this contract relating to Purchaser's site. If Purchaser does not agree, Retailer may cancel this contract and the down payment will be returned to Purchaser, without further liability or obligation on Retailer's part.

**CANCELLATION:** IF THIS CONTRACT IS CANCELLED BY PURCHASER, RETAILER MAY RETAIN FROM PURCHASER'S DEPOSIT, DOWN PAYMENT, TRADE-IN PROCEEDS, OR MAY RECOVER FROM PURCHASER, AS LIQUIDATED DAMAGES FOR BREACH OF CONTRACT AND NOT AS A PENALTY, THE SUM OF  % (If left blank, percentage shall be 10%) OF THE CASH PRICE OF THE HOME (LINE 1), EXCEPT THAT SUCH DAMAGES SHALL BE LIMITED TO 1% OF THE CASH PRICE OF THE HOME (LINE 1), IF THE NOTICE OF CANCELLATION IS RECEIVED BY RETAILER WITHIN 24 HOURS OF RETAILER'S ACCEPTANCE OF PURCHASER'S OFFER. MODIFICATION OF THIS CONTRACT SHALL NOT EXTEND THE 24-HOUR PERIOD. DOCUMENTED PROOF OF NOTIFICATION OF CANCELLATION IS REQUIRED REGARDLESS OF METHOD OF NOTIFICATION.

Purchaser Signature: (Print and Sign Form) <input style="width: 95%; height: 25px;" type="text"/>	Date: <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/>	Time: <input style="width: 95%; height: 25px;" type="text"/>
Purchaser Signature: (Print and Sign Form) <input style="width: 95%; height: 25px;" type="text"/>	Date: <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/>	Time: <input style="width: 95%; height: 25px;" type="text"/>
Authorized Signature: (Print and Sign Form) <input style="width: 95%; height: 25px;" type="text"/>	Date: <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/>	Time: <input style="width: 95%; height: 25px;" type="text"/>

(Accepted by retailer or authorized agent)

Purchaser understands that this Contract requires the acceptance of the Retailer or his authorized agent acknowledges receipt of a copy of this Contract and agrees to the terms and conditions of this Contract and attached Schedules. Each Purchaser represents that he/she is 18 years of age or older, has full power, right and lawful authority to dispose of Trade-in free from all liens and encumbrances except those disclosed in Schedule E or on a separate document attached. **READ THE ENTIRE PURCHASE CONTRACT AND SCHEDULES CAREFULLY.**

**ADDITIONAL TERMS & CONDITIONS:**

Purchaser and Retailer further agree:  INITIAL(S):

**DELIVERY & INSTALLATION:**

Anticipated Delivery Date:  /  /  Retailer will deliver and install the Home on the terms set forth in Schedule C attached hereto, if applicable.

CLOSING ON:  /  /  OR  DAYS BEFORE DELIVERY. Closing is scheduled at Retailer's office on specified closing date or as mutually agreed.

**THIS IS A FINANCE TRANSACTION.** The obligation to close is subject to obtaining financing from:

RETAILER

A LENDER OF THE PURCHASER'S CHOICE On the following terms:

a. Minimum amount \$

b. Minimum term:  months

c. Maximum interest rate:  %

d. Maximum monthly payments: \$

e. Other terms apply if checked here and a schedule is attached.

If written confirmation is not received by Retailer by  /  /  (insert date), this contingency is unmet. See Section 11 on below.

**THIS IS A CASH TRANSACTION.** The purchaser will pay the balance due (page 2, line 14)

at the time of closing

days prior to delivery (If Purchaser obtains a loan from a lender approved by Retailer, then payments may be made at time of delivery.)

**OTHER CONDITIONS OF SALES:**

Home must be moved from Manufactured Home Community.

Trade-in has no material defects except as follows:

**1. POSSIBLE INCREASES IN PRICE:** The price to be paid by Purchaser shall be increased at the time of delivery, and payment of such increase shall be made at such time, by the amount necessary to reflect (a) the addition of new equipment as required by state or federal law; (b) state or federal tax rate changes; (c) the reappraisal of a Trade-in which suffered damage or which is missing parts or accessories which were a part of the Trade-in at the time the purchase contract was executed. Reappraisal by Retailer shall be limited to an amount equal to the retail repair costs of damages incurred or to the value of the parts or the accessories removed. No other price change for the Home is permitted (but there may be additional costs for installation as set forth in other parts of this Contract or the Schedules attached).

**2. POSSIBLE CHANGES IN MODEL:** Manufacturers sometimes make changes in model designs and accessories, such as (but not limited to) colors, textures of floor and wall coverings, door styles, and trim. If the manufacturer of the Home makes changes in the model, those changes may or may not appear in the Home actually sold and delivered. Retailer is not required to make the Home have any of the changes made to the manufacturer's model. If any cosmetic change to the model does appear in the Home when delivered, Purchaser will accept those changes.

**3. CONDITION TO RETAILER'S PERFORMANCE:** If the Home has been ordered from a manufacturer, the Retailer must first receive the Home from the manufacturer, before it is required to deliver the Home to the Purchaser.

**ADDITIONAL TERMS & CONDITIONS:** (continued)

Purchaser and Retailer further agree:

INITIAL(S):

**4. DELIVERY BEFORE ACCEPTANCE:** Unless the Purchaser does not yet own or lease property where the Home will be placed, or unless that property is not yet prepared for delivery as provided elsewhere in this Contract, if the Home is available for delivery before the scheduled date and the Retailer desires to deliver it, then Purchaser will accept early delivery upon reasonable notice from Retailer.

**5. PLACEMENT:** Unless Schedule C or Schedule D is executed as a part of this Contract, the Home is deemed delivered at the Retailer's lot and transportation and setup are the exclusive responsibility of Purchaser.

**6. OBTAINING PERMITS AND MAKING UTILITY CONNECTIONS:** Even if Retailer gives certain information to Purchaser about what, if any, permits are necessary for utility connections or what, if any, changes are necessary in order to comply with local ordinances, Retailer is not representing or warranting that those are the only permits or changes necessary; Purchaser is responsible for making that determination. If any changes to the Home or the site are required because of local ordinances, Purchaser must arrange and pay for them. Purchaser is informed that if state or local law requires a licensed plumber or electrician to make utility connections to appliances, the Retailer may not be licensed and Purchaser may have to engage licensed personnel at Purchaser's cost. If Retailer performs any work, it does not change Purchaser's obligations under this Section. If Purchaser fails to obtain a necessary permit, and as a result Retailer is unable to transport or install the Home (**pursuant to Schedule C or Schedule D, as applicable**), then Retailer may, at Retailer's option, cancel this Contract and return the down payment and Trade-in to Purchaser without further liability or obligation. If Purchaser fails to obtain a necessary permit, or fails to make any required changes, and in either case as a result Retailer incurs any costs, fines or forfeitures, Purchaser will pay the amount of any such cost, fine or forfeiture to Retailer on demand.

**7. ENTIRE AGREEMENT:** This Contract, with all Schedules and attachments, is the entire agreement of the parties. No oral statements, and no written document not included in this Contract, affects the rights of the parties.

**8. IF PURCHASER IS BORROWING MONEY:** If this is financed with the Retailer, the Purchaser will, before or at the time of delivery of the Home, in accordance with the terms and conditions of this Contract, sign a retail installment contract, security agreement or other agreement as may be required by the lender. If Purchaser is unable to obtain acceptable financing by the date specified on the front of this Contract, Retailer or Purchaser may cancel this contract without liability to the other party. If neither party cancels, and Purchase is still unable to obtain acceptable financing by the Closing Date, Purchaser may cancel this Contract without liability.

**9. TRANSPORTATION PERMITS:** Purchaser is aware that special permits may be required to transport the Home to its final destination, and that permits are often granted, granted conditionally, or denied based upon the width of the Home. Purchaser will not make claims against Retailer if a permit is denied or is granted conditionally. If Purchaser cannot obtain transportation permits, Retailer may, at its option, cancel this Contract and return the down payment and Trade-in to purchaser without further liability or obligation. If Purchaser fails to obtain a necessary permit, or fails to make any required changes, and in either case, as a result Retailer incurs any costs, fines, or forfeitures, Purchaser will pay the amount of any such cost, fine, or forfeiture to the Retailer on demand.

**10. RISK OF LOSS:** Purchaser assumes the risk of loss to the Home and accessories upon delivery at Retailer's lot, or if either Schedule C or Schedule D applies, upon completion of delivery and setup as provided in those Schedules. Purchaser must ask Purchaser's insurance representative when the Home will be covered by insurance; Retailer cannot bind Purchaser's insurance. Purchaser waives any claims against Retailer relating to risk or loss after it is assumed by Purchaser above, even if Purchaser's insurance is not yet effective.

**11. CANCELLATION:**

(a) If the Contract is subject to financing (**see checked boxes on page 3**), and if either the Purchaser is unable to obtain financing on the terms indicated or the Retailer is unwilling to extend financing on terms indicated, as appropriate, then the Purchaser shall by the close of the Retailer's next business day, receive a full refund of any down payment and return of Trade-in, or title for the Trade-in, or both. If Purchaser accepts a loan on different terms than those set forth on page 2 of this Contract, then Purchaser may not cancel this Contract and an unexcused failure to close will be a breach by Purchaser subject to Section 11(d) below.

(b) If Purchaser cancels for any other reason permitted by this Contract, the title, and the portion of the down payment which is not retained as liquidated damages in accordance with the provisions on the face page of this Contract shall be returned to the Purchaser by the close of the Retailer's next business day following receipt of the Purchaser notice of cancellation.

(c) In any situation in which the Retailer is required to or elects to return the down payment or the Trade-in or both, the Retailer may delay returning a deposited down payment beyond the close of the Retailer's next business day only when the Purchaser's personal check or other negotiable instrument has not cleared the Purchaser's bank. If the check or other negotiable instrument clears, the Retailer shall return, in person or by mail, the down payment within 24 hours of receiving evidence of clearance. If the Trade-in has been sold, the Purchaser shall receive the Trade-in allowance specified on line 2 of the face of the Contract.

(d) If Purchaser breaches any of the agreements in this Contract, Retailer may do any of the following (**except where these would be inconsistent**): cancel this contract and return Purchaser's down payment and Trade-in; retain the down payment and Trade-in as liquidated damages without further liability to either party; or retain the down payment as partial performance. In no case will the aggregate value of amounts retained under this paragraph exceed the liquidated damages percentage specified on the face of this Contract.

(e) If Retailer has canceled the Contract, or if Purchaser has committed a breach and Retailer is pursuing a remedy described above, then Purchaser cannot thereafter claim to be cancelling the Contract and be entitled to a return of the down payment and Trade-in unless Purchaser is cancelling the Contract for the failure of a condition for the Purchaser benefit which was not satisfied.

**12. GOVERNING LAW:** This Contract, all addenda, the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Wisconsin.

**13. SEVERABILITY:** If any term, condition or provision of this Contract or any Addendum or any other document delivered in connection with this Contract is found to be unenforceable for any reason, the remaining terms, conditions and provisions of this Contract, the Addenda and all other documents shall still be in full force and effect.