



**PURCHASE AND SALE CONTRACT
FOR MANUFACTURED HOUSING WITHOUT LAND**

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COMMISSIONS OR FEES FOR THE REAL ESTATE SERVICES TO BE PROVIDED ARE NEGOTIABLE BETWEEN REALTOR® AND CLIENT.

When Signed, This Document Becomes A Binding Contract. Buyer and Seller should Consult Their Own Attorney.

TO: _____ ("Seller") FROM: _____ ("Buyer")

OFFER TO PURCHASE

Buyer offers to purchase the property described below from Seller on the following terms:

1. Manufactured House; Seller's Power and Authority.

A. Description. Year _____ Make _____ Model _____
Serial Number _____ Size _____ and further described as _____

The Manufactured House is located on Lot Number _____, Street _____
of the _____ (PARK) in the Town City Village of _____,
County of _____, State of New York.

Seller represents to Buyer that: (i) Seller owns the Manufactured House and has the power and authority to sell it, (ii) Seller is not in bankruptcy, and (iii) Seller has sufficient funds (including the proceeds from this sale) to close this transaction and pay Seller's closing expenses.

B. Park Rent. Buyer agrees to pay monthly rent of \$ _____ ("Rent") currently required to lease the lot on which the Manufactured House sits. Seller represents to Buyer as of the date of acceptance and the closing date that Seller has paid all Rent owing to the park (or if any is unpaid, Seller shall pay such unpaid Rent on or before closing) and has not received any written notice of a proposed increase in the Rent, which representations will survive closing. Seller also represents to Buyer as of the date of acceptance and the closing date that Rent includes or the Park is otherwise responsible for the following items and services:

- | | | |
|---|--|---|
| <input type="checkbox"/> Clubhouse | <input type="checkbox"/> Maintenance of Common Elements and Common Areas | <input type="checkbox"/> Reserves |
| <input type="checkbox"/> Common Area Snow Removal | <input type="checkbox"/> Management Fee | <input type="checkbox"/> Security |
| <input type="checkbox"/> Common Area Taxes | <input type="checkbox"/> Playground | <input type="checkbox"/> Tennis |
| <input type="checkbox"/> Exercise | <input type="checkbox"/> Pool | <input type="checkbox"/> Trash Collection |
| | | <input type="checkbox"/> Water/Sewer |

Other _____

2. Other Items Included in Purchase. Any of the following items and all related equipment and accessories for such items now in or on the Manufactured House are included in this purchase and sale, which Seller represents are owned by Seller: All awnings, carbon monoxide detectors, central vacuum system, curtain and traverse rods, electric garage door opener and remote control devices, exhaust fans, fences, fireplace screens and enclosures, flowers, garbage disposal, heating systems, hoods, humidifier, intercom equipment, lighting fixtures, mail box, plumbing systems, septic and private water systems, satellite dishes, screens, security systems and security codes, sheds, shrubs, smoke detectors, storm doors, storm windows, sump pumps, swimming pool, TV antennae, trees, underground pet containment fencing with transmitter and collar(s), wall-to-wall carpeting and runners, water softeners, window boxes, window blinds and shades, and the following, if built-in: air conditioning (except window units), basketball apparatus, cabinets, canopies, dishwashers, microwave ovens, mirrors, outdoor playsets, ovens, shelving, skirts, stoves, tire and wheel accessories including any spares, and trash compactors. Buyer agrees to accept these items in their present condition. Other items to be included in the purchase and sale are: _____

Items excluded are: _____

Seller represents that Seller has good title to all of the above items to be transferred to Buyer and will deliver a Bill of Sale for the above items at closing.

Seller shall cause any heating, plumbing, air conditioning, electrical systems and included appliances to be in working order at the time of closing except for _____. The prior sentence shall not be construed as a warranty or guarantee after closing.

3. Price & Payment: The purchase price is _____ Dollars \$ _____. Buyer shall receive credit at closing for any deposit made hereunder. The balance of the purchase price shall be paid as follows: (Check and complete applicable provisions.)

Seller's Initials _____

Buyer's Initials _____

- (a) Seller agrees to pay at closing: ____% of the purchase price or \$_____ toward lender approved costs and prepaid items.
- (b) Official bank draft or certified check at closing.
- (c) Seller Financing. By Buyer delivering a secured note, security agreement, and UCC financing statement or Notice of Lien and Certificate of Title, as applicable, to Seller at closing. This note shall be paid in the amount of \$_____, shall be for a term of ____ years, shall bear interest at the rate of ____% per year, and shall be paid in monthly installments of \$_____, including principal and interest. The entire principal balance shall be all due and payable ____ years from date of closing. The documents shall contain the standard clauses as to payment, insurance, acceleration on default of 30 calendar days, assessments, and water rates and also shall provide for late charges of 2% of any monthly payment which is not paid within 15 calendar days after it is due and for recovery of reasonable attorney's fees if the Buyer is in default. The documents shall allow Buyer to prepay all or part of the debt without penalty at any time but shall also provide that the debt be paid in full if Buyer sells the Manufactured House, unless Seller consents in writing to assumption of the debt. The balance of the purchase price will be paid at closing by official bank draft or certified check.
- (d) Loan Assumption. By Buyer assuming and agreeing to pay according to its terms, the principal balance of the existing purchase money secured loan on the Manufactured House in the approximate amount of \$_____ held by _____, provided that the secured loan is assumable without the holder's approval. Buyer understands that the secured loan bears interest at the rate of ____% per year and the monthly payments are \$_____ which includes principal, interest, taxes and insurance (strike out any item not included in payment), with the last payment due on approximately _____, 20____. Buyer agrees to pay the balance of the purchase price over the amount of the assumed loan by official bank draft or certified check at closing. Buyer understands that the principal may be lower at time of closing because of monthly payments made after this contract is signed. If the loan to be assumed provides for graduated or balloon payments, then a copy of the original note and security agreement shall be furnished to Buyer's attorney for approval within ten calendar days after acceptance of this offer.

4. Contingencies. Buyer makes this offer subject to the following contingencies. If any of these contingencies is not satisfied by the dates specified (collectively, "Contingency Deadline Dates"), then either Buyer or Seller may cancel this contract ("Contract") by written notice to the other, provided that the applicable contingency has not otherwise been satisfied after the applicable Contingency Deadline Date and prior to any date on which this Contract is cancelled. (Check and complete applicable provisions.)

- (a) **Purchase Money Financing Contingency.** This offer is subject to Buyer obtaining and accepting a purchase money secured loan commitment in an amount not to exceed \$_____ at an interest rate not to exceed _____%, for a term of _____ years. Buyer shall immediately apply for this loan and shall have until _____, 20____ to obtain and accept a written loan commitment. The conditions of any such loan commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer. If the loan commitment requires repairs, replacements, or improvements, then Seller shall furnish the requisite materials and have the work done before closing, at Seller's expense. However, if the cost of doing so exceeds \$_____, Seller shall not be obligated to furnish such materials and have such work done, and Buyer will be allowed either to receive a credit at closing for the above amount and incur any necessary expenses to comply with the loan commitment requirements, or to cancel this Contract by written notice to Seller, and any deposit shall be returned to Buyer. Acceptance of a written loan commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.
- (b) **Loan Assumption Contingency.** This offer is subject to Buyer obtaining approval from the holder of the existing purchase money secured loan to assume the existing loan balance referred to in 3 (d) above by _____, 20____. Buyer agrees to obtain a release of Seller's liability and to pay any assumption and release of liability fees.
- (c) **Park Rules and Restrictions Approval Contingency.** Seller agrees to provide Buyer with all park rules and restrictions (collectively, the "Park Restrictions") to Buyer within ten (10) calendar days of acceptance. This offer is subject to Buyer's approval of the Park Restrictions within five (5) calendar days of Buyer's receipt of the Park Restrictions.
- (d) **Park Approval and Lease Contingencies.** This offer is subject to Buyer obtaining written park approval and entering into a lease with the park on terms satisfactory to Buyer by _____, 20____. If the park requires any repairs, replacements, or improvements to be made as a condition of its approval, then Seller shall do the work and install the materials and improvements needed or have same done at Seller's expense prior to closing. However, if the cost of doing so exceeds \$_____, Seller shall not be obligated to have such work done, and Buyer will be allowed either to receive a credit at closing for the above amount and incur any necessary expenses to comply with the park's requirements, or to cancel this Contract by written notice to Seller, and any deposit shall be returned to Buyer.
- (e) **Sale and Transfer of Title Contingency.** This offer is subject to the sale and transfer of title of Buyer's existing property or manufactured house ("Buyer's Existing Property") pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.
- (f) **Attorney Approval Contingency.** This Contract is subject to the written approval of attorneys for Buyer and Seller within _____ calendar days, *excluding Sundays and public holidays*, from date of acceptance (the Approval Period). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the Objections) the Contract within the Approval Period and the Objection is not cured by written approval by both attorneys and all of the parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any deposit shall be returned to the Buyer or (B) the approving attorney may notify the other party (with

a copy to any attorney listed below) in writing that no approval has been received and that the noticed party has five (5) calendar days, *inclusive of Sundays and public holidays*, from receipt of the notice (Grace Period) to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Attorney Approval contingency shall be deemed waived by the noticed party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed party.

- (g) **Waiver of Attorney Approval.** This offer is not subject to the Buyer's attorney approval.
- (h) **Property Inspection Contingency.** This offer is subject to inspection(s) of the Manufactured House pursuant to the terms and conditions of the Property Inspection Addendum.
- (i) **Other Contingency(s).** _____

5. Pre-Closing Inspection. Buyer shall have the right to inspect the Manufactured House within 48 hours before the time of closing, and Seller agrees that all utilities shall be on at that time. Seller shall continue to maintain the property in the condition existing as of acceptance including, but not limited to, utility service continuation, lawn and landscaping care, and snow plowing, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing.

6. Closing Date and Place. Closing shall take place at the County Clerk's Office where the Manufactured House is located on or before _____, 20 ____.

7. Possession of Manufactured House.

- (a) Buyer shall have possession of the Manufactured House on payment of the purchase price by Buyer pursuant to Paragraph 3, in broom-clean condition, with all keys to the Manufactured House delivered to Buyer upon payment of the purchase price by Buyer.
- (b) Seller shall have the right to retain possession for ____ calendar days after payment of the purchase price by Buyer pursuant to Paragraph 3 at the cost of \$ _____ per day inclusive of park rent payments and common charges, plus utilities. Upon Buyer's payment of the purchase price, a key to the Manufactured House shall be delivered to Buyer. At delivery of possession to Buyer, the Manufactured House shall be in broom-clean condition and the remaining keys to the Manufactured House shall be delivered to Buyer.
- (c) Buyer shall have right of early possession for ____ calendar days prior to payment of the purchase price by Buyer pursuant to Paragraph 3 at the cost of \$ _____ per day inclusive of park rent payments and common charges, plus utilities. At possession, the Manufactured House shall be in broom-clean condition and a key to the Manufactured House shall be delivered to Buyer; the remaining keys shall be delivered to Buyer upon Buyer's payment of the purchase price.

In the event of retained possession or early possession, the parties shall enter into a written possession agreement, the form of which shall be the Monroe County Bar Association's recommended form. The agreement shall require a security deposit of \$ _____.

8. Title and Related Documents. Seller shall provide to Buyer the following documents in connection with the sale at least 15 calendar days prior to closing:

- A. Seller shall provide a certified UCC search (State and County, as applicable) or DMV search, as applicable, dated or re-dated after the date of this Contract. Seller will pay for such searches to and including the day of closing.
- B. Bill of Sale or Certificate of Title, as applicable, for the Manufactured House conveying good title to Buyer free of all encumbrances and liens. If the year of the Manufactured House is 1995 or more recent, Seller shall furnish to Buyer a copy of the Certificate of Title therefore within ten calendar days of acceptance.
- C. Notification from the park that all rent and common charges and assessments are current.
- D. Park lease including all rules and regulations, unless provided earlier as required by Paragraph 4.

9. Marketability of Title. The document delivered by Seller shall be sufficient to convey good marketable title to the Manufactured House free and clear of all liens and encumbrances. Seller agrees to furnish and to cooperate in executing any documents required by federal or state laws for transfer of title to the Manufactured House.

10. Objections to Title. If Buyer raises a valid written objection to Seller's title which indicates that the title to the Manufactured House is unmarketable, Seller may cancel this Contract upon written notice to Buyer, and Buyer's deposit shall be returned. However, if Seller is able to cure the title objection on or before closing, then this Contract shall continue, subject to the Seller curing the title objection. If Seller fails to cure the title objection on or before closing, Buyer may cancel this Contract upon written notice to Seller and Buyer's deposit shall be returned.

11. Recording and Filing Costs and Closing Adjustments. Seller will pay the recording of lien releases. Buyer will pay for the state and local filing fees to perfect the security interest of Buyer's lender or Seller, if Seller provides financing. The following, as applicable, will be prorated and adjusted between Seller and Buyer as of the date of closing excluding delinquent items, interest and penalties: park rent payments (including any security deposits and any interest thereon); fuel oil; propane; water, pure water and sewer charges; and common charges or assessments.

12. Risk of Loss. Risk of loss or damage to the Manufactured House by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Manufactured House by fire or such other casualty occurs prior to transfer, Buyer may cancel this

Contract without any further liability to Seller and Buyer's deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

13. Condition of Property. Buyer agrees to purchase the Manufactured House and any items included in the purchase **AS IS** except as provided in Paragraph 2, subject to reasonable use, wear, tear, and natural deterioration between now and the time of closing.

14. Services. Seller represents the Manufactured House is serviced by: Electric, Fuel Oil, Gas (Natural), Propane, Public Sewers, Public Water, Septic System, Well, Other _____.

15. Deposit to Listing Broker. Buyer has deposited will deposit within two calendar days of acceptance \$ _____ in the form of a _____ with _____ (Escrow Agent) at _____ (Bank), which deposit is to become part of the purchase price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete Buyer's part of this Contract, Seller is allowed to retain the deposit to be applied to Seller's damages, and may also pursue other legal rights Seller has against the Buyer, including but not limited to a lawsuit for any real estate brokerage commission paid by the Seller.

16. Real Estate Broker.

(a) The parties agree that _____ brought about this purchase and sale.
 (b) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.

17. Life of Offer. This offer shall expire on _____, 20____, at _____ .m.

18. Responsibility of Persons Under This Contract; Assignability. If more than one person signs this Contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the parties and may not be assigned by either without the other's consent.

19. Entire Contract. This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the Manufactured House. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after closing except the representations of Seller in Paragraph 1.

20. Notices. Notices under this Contract shall be in writing and deemed delivered upon receipt. Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, or by fax, provided that the original of the faxed notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the fax transmission.

If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received, provided the required mailing is completed.

Any notices relating to this Contract may be given by the attorneys for the parties.

21. Addenda. The following Addenda are incorporated into and attached to and made a part of this Contract:

Mediation Personal Property Property Inspection Sale & Transfer of Title Contingency
 Other: _____

Dated: _____ BUYER _____

Witness: _____ BUYER _____

ACCEPTANCE OF OFFER BY SELLER **COUNTER OFFER BY SELLER**

Seller accepts the offer and agrees to sell on the terms and conditions above set forth.

Waiver of Seller's attorney approval. This offer is not subject to Seller's attorney approval.

Dated: _____ SELLER _____

Witness: _____ SELLER _____

Seller's Initials

Buyer's Initials

ADMINISTRATIVE INFORMATION

Property Address: _____ MLS# _____

Seller: _____

Buyer: _____

Address: _____

Address: _____

_____ Zip: _____

_____ Zip: _____

E-Mail: _____

E-Mail: _____

Phone: (H) _____ (W) _____

Phone: (H) _____ (W) _____

Attorney: _____

Attorney: _____

Address: _____

Address: _____

_____ Zip: _____

_____ Zip: _____

E-Mail: _____

E-Mail: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Listing Broker: _____

Selling Broker: _____

Address: _____

Address: _____

_____ Zip: _____

_____ Zip: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Listing Agent: _____

Selling Agent: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Cell: _____

Cell: _____

E-Mail: _____

E-Mail: _____

ID#: _____

ID#: _____