

MANUFACTURED HOME PURCHASE CONTRACT

TRIPLE TREE INC
6205 PINE GROVE LANE
MISSOULA, MT 59802

.....
Triple Tree, Inc. is referred to as "Seller" throughout this Contract. Contract Date ____/____/_____
.....
The person or persons identified here are referred to as "Buyer" throughout this Contract.

Buyer's Name(s) _____

Residence (Address/City/St/Zip) _____

Home Phone _____ Daytime Phone _____ Cell Phone _____
.....

Manufacturer Fleetwood Make _____ Model _____
.....

This Manufactured Home Purchase Contract, ("Contract") is for the purchase of a manufactured home (the "Home") to be constructed to all federal, state, and local laws, statutes, codes, regulations, ordinances, and other consideration as specified herein.

This Contract consists of these Articles: I. General Terms; II. Construction Provisions, Responsibility, Standard Terms, and Conditions; III. Additional Terms and Conditions; IV. Warranties and Representations; V. Addenda and Signatures; together with any other attachments which must be initialed by the parties.

ARTICLE I – GENERAL TERMS

1. **BASE CONTRACT:** The seller will provide the Home described in this Contract, and Seller will also perform the installation and set-up of the Home as described and outlined in **Article II, (1) Scope of Work** of this Contract, in return for which the Buyer will pay to Seller the amount required in this Contract.

2. **CALCULATION OF THE PURCHASE PRICE OF THE HOME:**
 - A. Purchase Price of Home \$ _____
 - B. First Payment (20% of Purchase Price of Home, **Non-refundable**) \$ _____
 - C. Remaining Purchase Price Balance (Less First Payment) \$ _____
 - D. Final Purchase Price Balance \$ _____

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The Final Purchase Price Balance will be determined 30 days prior to the start of construction of the manufactured home at the manufacturing facility. Though historically nominal in scope, any price surcharges, or reductions will be tabulated by the manufacturer and given to the Seller at this time. These monetary changes will be added to or subtracted from the Current Purchase Price Balance at the time of the sale to determine the Final Purchase Price Balance that the Buyer will pay for the new home before it leaves the manufacturing facility.

3. **PAYMENT TO ESCROW:** Within three business days of signing the Manufactured Home Purchase Contract, the Buyer agrees to contact *First American Title Company, 1006 W. Sussex Ave., Missoula, MT 59801 (P.O. Box 549, 59806, ph. 406-829-2540)* and place a First Payment (20% of the Purchase Price of Home) into an escrow account where the payment will be distributed immediately to the Seller. Approximately **30 days prior to the start of construction of the manufactured home**, the Buyer will receive notification of the Final Purchase Price Balance and before the home manufacturer begins construction, the Buyer, if **paying cash** for the home will, **within three business days**, pay into the same escrow account, the Final Purchase Price Balance owed.
4. **FINANCING:** If the Buyer is **financing** a part of the Final Purchase Price Balance, the non-financed portion will be paid into the escrow account approximately **30 days prior to the start of construction of the manufactured home**, with the remaining financed portion to be paid into the same escrow account once the home has been delivered to the Buyer's lot in Woody Mountain Community.
5. **RELEASE OF ESCROW PAYMENTS:** After the home has been built, and the Buyer receives notification from the Seller that the factory is ready to ship the home, the amount in the Buyer's escrow account will be paid, **within three business days**, to the Seller. After the home has been delivered to the Buyer's lot, the **financed portion** of the Final Purchase Price Balance will be placed into the same escrow account, and **within three business days**, the payment will be distributed immediately to the Seller.

Escrow Account Number _____

Escrow Account Manager _____

(THE ESCROW CLOSING COSTS WILL BE PAID BY THE SELLER.)

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6. **DELIVERY DATE:** Estimated Date for delivery is _____, 20_____.
Buyer understands and agrees (1) delivery is generally scheduled in the order of the sale; (2) the exact date for delivery/occupancy cannot be guaranteed because of the unforeseeable possibilities of inclement weather, labor disputes, material shortages, civil unrest, acts of governmental bodies, failure of the Home's manufacturer to complete its construction as anticipated, and other causes outside of the control of the Seller ; (3) the decision to purchase the home is not based upon any representations as to the anticipated date of delivery/occupancy. Estimated closing of this contract should be within +/- six months of the estimated date for delivery.
7. **BUYER(S) HOME DELIVERY AND OBLIGATION TO LOCATION:** Buyer understands that the Seller has an agreement with Fleetwood Manufactured Homes, Inc. that any Fleetwood Home sold by the Seller is to be located exclusively on a manufactured home lot in Woody Mountain Court. Therefore, it is understood that the home being purchased by the Buyer must be delivered and set up on the aforementioned manufactured home lot and that the Buyer has been approved and will sign a *Woody Mountain Court Rental Agreement* in advance of or simultaneously with the acceptance of this Purchase Contract.
8. **OTHER CONDITIONS:** The obligations of ____ Seller ____ Buyer (Check One) are further conditioned on completion of the following on or before the specified deadline:
- _____
- _____
- _____
- _____
- _____

ARTICLE II. CONSTRUCTION PROVISIONS
RESPONSIBILITY, STANDARD TERMS AND CONDITIONS

1. **SCOPE OF WORK:** After the home has been delivered and placed, the seller, along with the seller's contractors, technicians, and agents, will be responsible for the following:
- Putting the home together at the marriage lines
 - Block setting and tying down the home
 - Hooking up water and sewer lines
 - Blocking and skirting the perimeter of the home
 - Joining exterior and interior siding and joints
 - Interior tape and texture where needed
 - Installation of factory loose flooring and carpet

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2. **TIME FOR SET-UP PERFORMANCE (Work):** The estimated start date is within four weeks after arrival of the home, subject to limitations stated herein. The estimated completion date is within 12 weeks after the start of work date, subject to limitations stated herein. Seller will start the Work at such time as Seller deems appropriate given the nature of the Work to be performed. Seller is not required to start the Work if any of the Buyer's contingencies, under this Contract, are not satisfied. Seller shall use reasonable efforts to complete the Work within the period indicated above. The dates for commencing and completing the Work shall be extended for the number of days that Seller is unable to work due to inclement weather, labor disputes, material shortages, civil unrest, acts of the Buyer or Buyer's contractors, abnormal building conditions, acts of governmental bodies, failure of Buyer to timely or correctly complete any work that Buyer has agreed to do, failure of the Home's manufacturer to complete its construction as anticipated, and other causes outside of the control of Seller. Completion of Work shall occur when Seller has performed all of the described work and, the appropriate government permit or approval (**309 HUD Inspection**) of Seller's work has been issued.

3. **WATER ISSUES:** Seller is not responsible for any damage caused by water leaks, drain leaks, or broken pipes if connection to water and sewer service was done by someone other than Seller or its agent. Buyer must be present when water is turned on. Water must be shut off immediately if a water leak exists, even if Seller has stated that the water lines are in working condition.

4. **POSSESSIONS AND CONTROL:** While Seller is performing the Work and until Seller has completed the Work in addition to the work having been approved and accepted, Seller shall retain sole possession and control of the Home. Buyer or other contractors of Buyer may also perform work at Buyer's Home, but only with Seller's consent. Seller shall not be responsible for the safety or conditions at the Home or the work site, if Buyer's or Buyer's contractors or agents are on site before the Seller has completed Seller's Work and released possession and control back to the Buyer. If Buyer occupies the Home prior to the completion of Seller's Work, without the consent from Seller, then Seller may deem occupancy to be acceptance of Seller's Work, and may terminate the obligation to perform all further Work.

5. **OTHER CONTRACTORS:** Buyer or other contractors of Buyer may also be performing work at or near Buyer's Home and Seller is not responsible for their work. **WARRANTIES ARE EXCLUDED IF WORK OF BUYER OR BUYER'S OTHER CONTRACTORS DOES NOT MEET THE STANDARDS OF THE INDUSTRY. BUYER ALONE SHALL SUPERVISE BUYER'S CONTRACTORS.**

6. **BUYER'S RESPONSIBILITIES:** The Buyer is responsible for normal maintenance of the home once it is moved in as is described in the "*Homeowner's Owner Manual*" that will be given to the Buyer after delivery of the home to Woody Mountain Court. The Buyer agrees to allow access to all the Seller's crews, agents, and service technicians while the home is being set up and completed during normal

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business hours. Buyer agrees to keep children, pets, and family members out of the work area while Seller's technicians are working. Buyer will **NOT** move anything into the home until the **309 HUD Inspection** has been completed by a State of Montana building inspector and the Seller has completed all set up work and releases possession to the Buyer. Buyer is responsible for gas and electric hook-ups from the meters to the home. It is **IMPORTANT** that these utilities be installed before any indoor work can be started by the Seller. **To schedule a utility connection, contact the utility provider, NorthWestern Energy Montana, weekdays 7am – 6pm Mountain Time at (888) 467-2669.** Buyer must hire only qualified and professional personnel to light pilot lights, pressure test fuel lines, install proper orifices, adjust flames, and fire the furnace after supplier hooks up fuel to the Home. This includes the furnace, water heater, stove, or any other fuel-burning devices.

7. **INSURANCE:** Buyer's home will be insured by the factory and transporter until it reaches its destination in Woody Mountain Court. **Seller, Woody Mountain Court, and/or Buyer's lender will require, prior to delivery of the home from the factory, full insurance coverage of the home against loss or damage by fire, windstorm, vandalism, theft, collapse and all other hazards and includes a combined single limit policy for bodily injury, property damage and personal injury liability with a limit of liability of not less than \$300,000.00 per person and \$300,000.00 per occurrence. Buyer needs to arrange for Seller, Woody Mountain Court Managers, and the lender to be sent a copy of the Buyer's insurance binder at least one week prior to delivery.**

If Buyer does not carry said insurance, Seller may obtain it and charge Buyer for the premium. Buyer assumes the risk of loss for the Home and accessories immediately upon delivery of the Home. Seller cannot bind Buyer's Insurance. Buyer waives any claims against Seller relating to risk or loss after it is assumed by Buyer above, even if Buyer's insurance is not yet effective.

8. **SECURITY AGREEMENT:** Buyer hereby grants a security interest to Seller in the Home as security for payment of all amounts due Seller in this Contract. Buyer shall execute such documents as Seller requests in order to evidence this interest. Buyer also authorizes Seller and appoints Seller as Buyer's attorney in fact to execute and file any mortgage, fixture filing, financing statement, or other instrument to perfect that security interest. Seller may also have other security interests or other collateral for all or portions of Buyer's obligations contained in this Contract.

9. **DEFAULT AND REMEDIES:** If Buyer defaults in the performance of any of its duties in this Contract, Seller may terminate its obligation to perform the Work and shall be paid for Seller's Work that was performed in addition to all other amounts due under this Contract including, but not limited to the Purchase Price of the Home, and Seller shall have all other remedies available at law or equity. Buyer shall pay Seller's cost of collection, including reasonable attorney's fees, whether before or after bankruptcy.

ARTICLE III – ADDITIONAL TERMS AND CONDITIONS

1. **POSSIBLE ADDITIONAL CHARGES:** Additionally, the Buyer could be charged at the time of delivery for amounts necessary to reflect (a) any new features or equipment **as required by state or federal law and (b) state or federal tax rate changes**. No other price change for the Home is permitted. However, there may be additional costs for installation as set forth in other parts of this Contract or any attachments.
2. **POSSIBLE CHANGES IN MODEL:** Manufactures sometimes make changes in model designs and accessories, including, but not limited to, colors, textures of floor and wall coverings, door styles, and trim. If the manufacture of the Home makes changes in the model, those changes may or may not appear in the Home actually sold and delivered. Seller is not required to make the Home have any of the changes made to the manufacture's model. If any cosmetic change to the model does appear in the Home when delivered, Buyer shall accept those changes. All changes to equipment or materials will be of equal or better quality or function.
3. **COMPLETION OF HOME BY MANUFACTURER:** Before Seller is obligated to deliver the Home to the Buyer, Seller must first receive notice from the manufacturer of the Home that the Home is completed and ready for shipment. Upon such notice, Seller shall deposit funds to the manufacturer to release the home for delivery.
4. **EARLY DELIVERY:** Unless the property is not yet prepared for delivery, and if the Home is available for delivery before the scheduled date, and the Seller desires to deliver it, then Buyer shall accept early delivery upon reasonable notice from Seller.
5. **ENTIRE AGREEMENT:** This Contract with all 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.
6. **REMEDIES:** If Buyer breaches any of the agreements in this Contract, seller may do any of the following:
 1. Cancel this Contract and return Buyer's down payment except for any deduction due Seller pursuant to the terms of this Contract.
 2. Retain the down payment as liquidated damages without further liability to either party.
 3. Retain the down payment as partial performance. **GOVERNING LAW:** This Contract shall be governed exclusively by its terms and by the laws of the State in which Seller conducts its business.
7. **SEVERABILITY:** If any term, condition, or provision of this Contract, any attachment, 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, any attachment, and all other documents shall remain in full force and effect.

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ARTICLE IV – WARRANTIES AND REPRESENTATIONS

All warranties on Buyer's new home will be serviced by Fleetwood Manufactured Home Company or their representatives. **The Home is covered by a new home one-year warranty** provided by the manufacture of the Home, "Manufacturer's Warranty," a copy of which will be delivered to the Buyer upon delivery of the home.

The suppliers of non-factory built items and materials (i.e. including but not limited to appliances, shingles, siding, windows, furnaces, and hot water heaters) will service their own warranties.

Seller **DOES** warranty the setup of the home and has 45 days to repair any problem stemming from the setup once Seller has been notified of a potential problem.

Seller warrants to Buyer that the Work described in Article II of this Contract will be performed in a good and workman-like manner within the standards of the Industry as specified by federal, state, and local laws, statutes, codes, regulations, and ordinances ("Seller's Warranty"). Seller's Warranty extends only to Buyer and is not transferable to any subsequent owner. Seller's Warranty does not cover damage, loss, or injury resulting from: (a) normal wear and tear; (b) acts of God, accidents, or causality; (c) misuse or abuse; (d) insects/rodents, or other animal life; (e) alteration, modification, or unreasonable or improper use of the Home; (f) failure to maintain adequate temperature and proper humidity levels in the Home; (g) failure to perform routine maintenance for the Home; (h) the growth of mold, mildew, spores, or fungi; (i) any work performed by Buyer or any person other than Seller or Seller's contractors or employees; or (j) any matter covered under Manufacturer's or Supplier's Warranties. Seller's obligations under Seller's Warranty are limited to repair or replacement, at Seller's option, of defective Work.

BUYER ACKNOWLEDGES AND AGREES THAT ALL OTHER WARRANTIES OF THE WORK, EXPRESSED OR IMPLIED, ARE WAIVED AND EXCLUDED AND ALL SPECIAL OR CONSEQUENTIAL DAMAGES ARE HEREBY WAIVED TO THE EXTENT PERMITTED BY APPLICABLE STATUTE. Any claim under Seller's Warranty must be made in writing within one year of the date of completion.

ARTICLE V – ADDENDA & SIGNATURES

ADDENDA AND ATTACHMENTS: The following are a list of Addenda and Attachments that are to be considered part and parcel of this Contract.

1. Manufactured Home Dispute Resolution Program
2. Lender Letter of Approval and Qualification (if home is financed)
3. Woody Mountain Court Rental Agreement
4. Woody Mountain Court Conditions, Rules, Regulations, and Restrictions (C&Rs)
5. Woody Mountain Court Approved Tenant/Joint-Tenant Rental Application

