

10. At the time you home is sold through JAM Services, LLC, any lien on that home will be paid off by JAM Services, LLC (or purchasers financing source) from the proceeds of the sale, then the net proceeds will be paid to you, the cosigner, after all the other sales related expenses are satisfied.
11. In the event any purchaser forfeits the earnest money paid actually by him, all expenses of advertising and incidental cost paid actually incurred by you shall be deducted wherefrom, with remainder being equally divided between you and me.
12. No deduction shall be made in the amount of the commission due and to be paid to you in the event I accept as part consideration, other property of any kind, in trade.
13. I agree to vacate said Manufactured Home no more than VACANT days from the date of closing the sale
14. I agree to carry my own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail, and vandalism, and to release you from any and all liability during the term of this contract.
15. I have ✓, have not       , obtained permission from the park owner that the Manufactured Home will be accepted for future location in the park, subject to qualifying of the prospective Purchaser.
16. Buyer and Seller understand and agree that, should any claim, controversy, or dispute arise between parties, including but not limited to those arising out of or relating to interpretation or breach of this Agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, the aggrieved party shall have only one year after the occurrence in which to file a claim.

17. Any claim, controversy, or dispute between the parties named in this contract, including but not limited to those arising out of or relating to interpretation or breach of this Agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, shall be resolved solely by arbitration in accordance with the then-effective arbitration rules of Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration shall be binding on the parties, and may be entered in any court having jurisdiction thereof. The arbitration shall be commenced in, and the hearing shall be held in, the county where the Seller is located. Only the Seller and the Buyer named in this Agreement may be parties to arbitration under this Agreement, and this Agreement shall be interpreted to specifically prohibit class action arbitration or any other form or participation in arbitration by third parties. Further, the arbitrator selected hereunder shall not have jurisdiction over, nor the authority to determine the arbitrability of, any class action claim(s), which claims shall be subject to, and administered strictly in accordance with, ORCP32. If Buyer finances any portion of the purchase of the Manufactured Home, this arbitration clause shall not apply to either Buyer or the lender involved in such financing with respect to any dispute between them; further, this arbitration clause shall not apply to any dispute between Buyer and the manufacturer of the manufactured home or any of its components, but the provisions of this clause shall survive any termination, amendment, or expiration of the Agreement or its merger in a retail installment contract. This arbitration clause shall not preclude any party from filing a statutory construction lien or from commencing suit to foreclose such lien, but the foreclosure suit shall be stayed until the rendering of the arbitration award, which award shall be binding in such foreclosure suit as to all matters determined in arbitration, and the lien may then be foreclosed to the extent permitted by law.

Seller's remedies shall at all times be cumulative and not exclusive. The failure of Seller to exercise any right or remedy or to demand complete and strict compliance with the terms of this Agreement shall not constitute a waiver of any obligation of Buyer or right of Seller under this Agreement. Seller shall have all the rights and remedies of an aggrieved Seller under laws of the State of Oregon, including the Uniform Commercial Code.

In the event that arbitration proceeding is initiated, or if Buyer fails to comply with this agreement by filing a lawsuit, the prevailing party shall be entitled to reasonable attorney fees in connection therewith, whether such fees are incurred at hearing, trial, arbitration, or an appeal. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court with hears a request to stay litigation or to enjoin arbitration or which hears any exceptions made to arbitration award submitted to it for confirmation as a judgment.

This Agreement shall be binding on and shall inure to the benefit of the parties, their legal representatives, successors, and assigns. Any modification of this Agreement or terms differing from those contained herein shall be in writing.

Time is specifically declared to be essence of this Agreement. Severability: Should any term of this Agreement be deemed unenforceable or contrary to law, the remaining terms of the Agreement are severable and enforceable to the fullest extent of the law.

This agreement shall be interpreted under, enforced pursuant to, and governed by, the laws of the State of Oregon.

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| <p>RANGE<br/>REFR<br/>DISHWASHER<br/>WASHER<br/>DRYER<br/>HEAT PUMP</p> | <p>Items included with sale of this property:</p> |
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Dated this the 10 Day of May 2024

Acceptance  
 Retailer/Agent JAM SERVICE LLC Seller/Consigner JAM SERVICE LLC (Seal)  
 By AM Raulole AM Raulole (Seal)