

MOBILE AND MANUFACTURED HOME PURCHASE AGREEMENT AND SALES CONTRACT

*This Contract form is twofold. A Real Estate Broker may use it for the sale of a used Mobile or Manufactured Home by completing the first 11 pages. But if the home being sold is **new**, the attached addendum that appears at the end of this Contract must be used, bringing the total number of pages to 13. Real Estate Brokers may only sell **new** Manufactured Homes in conjunction with a Dealer licensed by the Arizona Department of Housing.*

1. PARTIES:

- 1a.** 1. Buyer: _____
BUYER'S NAME(S)
2. Seller: Allan W. Toszczak & Linda G. Toszczak
SELLER'S NAME(S)

2. PREMISES:

- 2a.** 3. Buyer agrees to purchase and Seller agrees to sell the following described manufactured home with all
4. improvements, fixtures, and appurtenances thereon, or incidental thereto (collectively, the "Premises"),
5. commonly known as:
6. Address: 8700 E. University Drive # 515 Mesa, Arizona, 85207
7. County: Maricopa.
- 2b.** 8. **Purchase Price.** Subject to any adjustments and prorations hereinafter described, the total purchase price
9. to be paid by Buyer to Seller for the purchase of the Premises shall be:
10. \$ _____ (the "Purchase Price"). Taxes and other charges not to exceed
11. \$ _____ will be added, resulting in a final purchase price of
12. \$ _____.
- 2c.** 13. DESCRIPTION OF MANUFACTURED HOME:
14. MANUFACTURER: Cavco YEAR: 1992
15. MODEL: MH APPROXIMATE SIZE: _____
16. VIN NUMBER(S): 46NPB3520N6000107
17. AZ CERTIFICATE OF TITLE NO(S): 127E014030016
18. ACCESSORIES: None
19. LOCATION OF MANUFACTURED HOME:
20. 8700 E. University Drive # 515 Mesa, AZ 85207
21. NAME OF MOBILE HOME PARK ("MHP"): Viewpoint Golf Resort
22. ADDRESS OF MHP: 8700 E. University Drive Mesa, AZ 85207
23. Antoinette Galvan 480-373-8700 email: antoinette_galvan@equitylifestyle.com
- 2d.** 24. **Terms.** The Terms under which the Purchase Price shall be paid to the Seller are as follows:
25. Cash Conventional loan FHA VA Assumption Seller Carryback Other
26. _____

Seller Seller

Buyer Buyer

- 2e. 27. **Earnest Money.** An Earnest Money deposit *is* required if the Premises is new construction.
- 28. Earnest Money shall be provided is waived Other _____
- 29. Earnest Money, if not waived, shall be deposited into Dealer or Broker Trust Account, or if this is a new home
- 30. sale, into an escrow account. If applicable, Earnest Money shall be deposited upon acceptance of this offer.
- 31. Earnest Money shall be: \$ _____, in the form of:
- 32. Personal check Wire transfer Other _____

- 2f. 33. **Election.** If the Premises are previously owned and have a Purchase Price less than fifty thousand dollars
- 34. (\$50,000.00), and the Earnest Money deposit is not waived, Buyer requests that the Dealer or Broker
- 35. (Check one):
- 36. handle the transaction through a Trust Account controlled by the Dealer or Broker.

37. _____ BUYER BUYER

- 38. handle the transaction through an independent escrow account.

39. _____ BUYER BUYER

- 40. **Buyer understands that the use of an independent escrow account will result in additional charges.**
- 41. Any and all escrow charges and costs will be the responsibility of the Buyer solely, unless another division
- 42. of the charges and costs are separately agreed to by the Buyer and Seller.

- 2g. 43. **Close of Escrow.** Close of Escrow ("COE") shall occur when title to the Premises is transferred into
- 44. Buyer's name. Title to the Premises shall be transferred free and clear of all liens or encumbrances,
- 45. recorded, filed, registered or known to Seller, unless otherwise agreed in writing.
- 46. Seller agrees to execute and deliver to Buyer title to the Premises and perform all other acts necessary in
- 47. sufficient time to allow COE to occur on

_____ MONTH DAY YEAR

- 48. Buyer agrees to cooperate in transfer of title, and may be required to accompany Escrow Company or other
- 49. agent of the Seller or Buyer to a Department of Motor Vehicles ("DMV") office to arrange transfer of title.
- 50. If Escrow Company, Dealer, Brokerage, or DMV office is closed on the day of COE, COE shall occur on
- 51. the next business day that such offices are open for business, as required.

- 2h. 52. **Escrow Matters.** This Contract shall be instruction to the Escrow Company, Dealer, or Broker, to carry
- 53. out terms of this Contract. Escrow shall be performed by:

54. **Driggs Title Connie Hopper**

55. _____ ESCROW/BROKER/DEALER

55. **2680 S. Val Vista Dr. Bldg. 10-Suite 152 Gilbert AZ 85295**

ADDRESS CITY

56. **connieh@driggstitle.com 623-239-0703**

EMAIL PHONE FAX

- 2i. 57. **Prorations of Assessments / Fees / Liens.** All assessments and fees that are not a lien as of COE,
- 58. including mobile home space rent, utility charges, other landlord fees, community fees, homeowner's
- 59. association fees, rents, and, if assumed, interest on assessments, interest on encumbrances, and service
- 60. contracts, shall be prorated at COE, or Other: COE

Seller Seller

Buyer Buyer

- 2j 61. **Funds.** If this is an ALL CASH SALE, all funds will be in U.S. currency. A Letter of Credit or a source of
62. funds from a financial institution documenting availability of funds to close escrow *is* attached hereto.
- 2k 63. **Contingencies:** Buyer must obtain approval to live within the community/association. Buyer shall submit
64. application and be approved for residency by the manufactured housing community prior to entering
65. into this Contract, or within five (5) days of Contract acceptance. If after a diligent and good faith effort,
66. Buyer is unable to obtain approval for residency from the community, this Contract shall be deemed
67. cancelled and Earnest Money shall be released to the Buyer.
- 2l 68. The housing community where the Premises is located may have the right of first refusal (the "Right of
69. First Refusal") to purchase the Premises from the Seller, exercisable in connection with any proposed sale
70. or other transfer of the Seller's interests in the Premises. Seller shall provide written notice to the housing
71. community of Seller's intent to sell prior to entering into a Contract with Buyer. If the housing community
72. elects to purchase the Premises, this Contract shall be deemed cancelled and Earnest Money shall be
73. released to the Buyer.

3. POSSESSION:

- 3a. 74. **Possession.** Seller shall deliver possession, existing keys, and all means to operate all locks, mailbox,
75. and security system/alarms to Buyer at COE. Buyer and Seller should consult with legal counsel,
76. insurance, tax, or accounting professionals regarding the risk of pre-possession or post-possession of
77. the Premises.
- 3b. 78. **Addenda Incorporated.**
79. New Home Addendum (Pages 12-14 of Contract)
80. Manufactured Housing Homeowner Information **Bulletin** – NEW MANUFACTURED HOME
81. Manufactured Housing Homeowner Information **Bulletin** – USED MANUFACTURED HOME
82. Buyer Due Diligence Addendum
83. Available Lenders for Financing
84. Seller Carryback Financing Addendum
85. Agency Disclosure Other _____
- 3c. 86. **Fixtures.** Fixtures shall mean all personal property attached/affixed to the Premises. Seller agrees that all
87. existing Fixtures on the Premises, shall convey in this sale.
- 3d. 88. **Additional Personal Property included in the sale** (if checked):
89. Refrigerator Washer Dryer
90. Other (Describe type / Purpose) Furnished as seen except Seller's personal items
91. Personal Property is transferred with no monetary value, and free from all liens and encumbrances.

4. FINANCING: IF BUYER IS PAYING CASH, SECTION 4 DOES NOT APPLY.

- 4a. 92. **Loan Contingency.** Within three (3) days of Contract acceptance, Buyer shall provide to the lender:
93. Buyer's name, income information, social security number, Premises address, estimated value of the
94. Premises, anticipated mortgage amount, and shall agree to allow the lender access to Buyer's Trimerged
95. Residential Credit Report.

Seller Seller

Buyer Buyer

- 4b. 96. **Loan Contingency Period.** Buyer's obligation to complete this sale is contingent upon Buyer obtaining
97. loan approval no later than one (1) week prior to COE, or _____.
- 98. *NOTE:* See Section 4(b) of the New Home Addendum. COE shall occur on the closing date unless it is
99. changed in writing by agreement of both parties.
- 4c. 100. **Unfulfilled Loan Contingency.** This Contract shall be cancelled and Buyer shall be entitled to a return
101. of the Earnest Money if, after a diligent and good faith effort, Buyer is unable to obtain loan approval
102. within the Loan Contingency Period. Buyer acknowledges that items paid prior to COE, such as inspection
103. fees, or appraisals, are prepaid items and are not refundable. An unfulfilled contingency is not a breach of
104. Contract.
- 4d. 105. **Interest Rate / Funds.** Buyer acknowledges i) the inability to obtain loan approval due to the failure to
106. lock in the interest rate with the lender, or ii) the failure to have the down payment or funds necessary
107. to obtain loan approval within the Loan Contingency Period, is not an Unfulfilled Loan Contingency.
- 4e. 108. **Costs / Seller Concessions.** Buyer shall be responsible for all loan costs unless otherwise provided
109. herein. Alternatively, if indicated, Seller agrees to pay up to _____ % of the Purchase Price, OR up to
110. \$ _____ to be used for any of Buyer's costs, unless prohibited by lender.
- 4f. 111. **Appraisal Contingency.** If Buyer is obtaining a loan, Buyer's obligation to complete this sale is
112. contingent upon an appraisal of the Premises acceptable to the lender for at least the Purchase Price.
113. If the Premises fails to appraise under terms acceptable to the lender, Buyer has five (5) days after notice
114. of insufficient value to cancel this Contract and receive a refund of the Earnest Money, or the appraisal
115. contingency shall be waived.
- 116. *NOTICE:* Buyer and Seller must agree to the FHA Amendatory Clause if financing is an FHA or VA loan.
- 4g. 117. **Appraisal Cost(s).** Buyer shall pay the Appraisal Cost(s) unless included in Seller Concessions as
118. indicated herein. Any additional appraisal/lender required costs, or repairs, shall be the expense of the
119. Buyer unless otherwise agreed to herein.

5. DISCLOSURES:

- 5a. 120. **Disclosures.** Buyer and Seller covenant and agree as follows: Seller shall deliver a completed Arizona
121. Association of Realtors® Seller's Property Disclosure Statement ("SPDS"), within three (3) days after
122. Contact acceptance. Buyer shall sign the SPDS as acknowledgment of receiving the SPDS within three (3)
123. days of receipt. Buyer shall provide notice of any disapproved items in the SPDS within the Due Diligence
124. Period, or five (5) days after receipt of the SPDS, whichever is later. Buyer acknowledges Seller does not
125. have to disclose a previous opinion of value.
- 5b. 126. *NOTICE:* Arizona law requires the Seller must disclose all known facts which materially affect the value of
127. the Premises, and which are not readily observable or known to the Buyer, regardless of whether the Buyer
128. performs an inspection.
- 5c. 129. **Changes During Escrow.** Prior to COE, Seller shall immediately notify Buyer of any changes in the
130. Premises or disclosures. Such notice is considered an update of the SPDS, and if made after the Due
131. Diligence Period, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of
132. disapproval to Seller. Such notice provides the Buyer the opportunity to cancel.

Seller Seller

Buyer Buyer

5d. 133. **Lead-Based Paint Disclosure.** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of 134. any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk 135. assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of 136. Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or 137. other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" 138. (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on 139. Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.

140. Premises was built after 1978, no LBP in the Premises.

BUYER BUYER

141. Premises was built prior to 1978, and:

BUYER BUYER

142. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to 143. conduct LBP risk assessments or Inspections during Inspection Period; or

144. Seller shall provide the **LBP Information** within three (3) days after Contract acceptance. Buyer may 145. within ten (10) days, or _____ days after receipt of the LBP Information, conduct or obtain a risk 146. assessment or inspection of the Premises for the presence of LBP or LBP-Hazards (the "Assessment 147. Period"). Buyer may within five (5) days after receipt of the LBP Information, or five (5) days after 148. expiration of the Assessment Period, cancel this Contract.

149. *NOTICE:* Buyer is advised to use certified contractors familiar with LBP remediation to perform 150. renovation, remodeling, repair or painting projects that may disturb LBP in residential properties built prior 151. to 1978, and to follow specific practices to prevent lead contamination.

6. WARRANTIES:

6a. 152. **Condition of the Property. BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD 153. IN ITS PRESENT PHYSICAL CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.**

154. Seller makes no warranty to Buyer, either express or implied, as to the condition or fitness for any 155. particular use or purpose of the Premises. However, Seller shall maintain and repair the Premises so that at 156. the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will 157. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property 158. not included in the sale and debris will be removed from the Premises. Buyer is advised to conduct 159. independent inspections and investigations regarding the Premises within the Due Diligence Period if 160. applicable. Buyer and Seller acknowledge and understand they may, but are not obligated to, engage in 161. negotiations for repairs/improvements to the Premises. Any/all agreed upon repairs/improvements will be 162. addressed pursuant to the Buyer's Inspection Addendum if attached and incorporated herein.

6b. 163. **Warranties by Seller.** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent 164. defects and any information concerning the Premises known to Seller, excluding opinions of value, which 165. materially and adversely affect the consideration to be paid by Buyer. Prior to COE, Seller warrants that 166. payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or 167. tools furnished within the 150 days immediately preceding COE in connection with the construction, 168. alteration, or repair of any structure on or improvement to the Premises.

Seller Seller

Buyer Buyer

- 6c. 169. **Warranties by Buyer.** Buyer warrants that Buyer has disclosed to Seller any information that may
- 170. materially and adversely affect Buyer's ability to close escrow or complete the obligations of this Contract.
- 171. At COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and
- 172. investigations and accepts the Premises. Buyer warrants Buyer is not relying on any verbal representations
- 173. concerning the Premises. Buyer warrants that if insurance is required by Buyer's lender, insurance shall be
- 174. in place by COE.

7. DUE DILIGENCE:

7a. 175. Due Diligence Period.

176. Buyer elects to WAIVE inspection of the Premises.

BUYER BUYER

177. Buyer shall inspect the Premises. (See Buyer's Due Diligence Addendum, attached and incorporated
178. herein by reference.)

BUYER BUYER

7b. 179. Sewer or Septic System. Seller warrants that the information regarding connection to a sewer or on-site
180. waste water treatment facility (conventional or alternative) is correct to the best of Seller's knowledge. The
181. Premises, as disclosed by the landlord of the housing community to the Seller, are connected to a:

182. Sewer system Conventional septic system Alternative system

7c. 183. Square Footage. Buyer acknowledges that any reference to the square footage of the Premises is
184. approximate. If Buyer feels the square footage of the Premises is a material matter, it must be investigated
185. within the Due Diligence Period. Seller does not guarantee the accuracy of the square footage associated
186. with the Premises.

7d. 187. Walkthrough(s). Seller shall make the Premises available for all inspections and walkthrough(s), if
188. applicable, upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including
189. any propane, until COE to enable Buyer to conduct any inspections and walkthrough(s).

**7e. 190. BUYER MAY NOT WAIVE A FINAL WALKTHROUGH IF THE MANUFACTURED HOME IS NEW
191. CONSTRUCTION.**

192. Buyer elects to WAIVE final walkthrough of the Premises

BUYER BUYER

193. Buyer intends to conduct a final walkthrough of the Premises.

BUYER BUYER

194. Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the
195. Premises for the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been ,
196. completed and the Premises are in substantially the same condition as of the date of Contract acceptance. If
197. Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any
198. defects that could have been discovered.

Seller Seller

Buyer Buyer

- 7f. 199. **ACKNOWLEDGMENT: BUYER UNDERSTANDS THAT BROKER(S) ARE NOT QUALIFIED**
200. **NOR LICENSED TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR**
201. **THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED**
202. **LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS.**
203. **BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE**
204. **SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND**
205. **LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM**
206. **LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED**
207. **BY INSPECTION OR INVESTIGATION. BROKER(S) ARE ACTING IN AN AGENCY**
208. **CAPACITY AND ARE CONDUITS OF INFORMATION. BROKER(S) ARE NOT REQUIRED TO**
209. **VERIFY THE INFORMATION THE SELLER HAS PROVIDED REGARDING THE PREMISES.**
210. **BUYER MUST INVESTIGATE ALL MATTERS THEY DETERMINE AS MATERIAL PRIOR TO**
211. **COE, OR DURING THE DUE DILIGENCE PERIOD, IF APPLICABLE.**

8. REMEDIES:

- 8a. 212. **Cure Period.** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails
213. to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying
214. party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery
215. of such notice ("Cure Period"), the failure to comply shall become a breach of Contract. If Escrow
216. Company or DMV office is closed on the last day of the Cure Period, and COE must occur to cure a
217. potential breach, COE shall occur on the next day that each business is open, as required to complete the
218. purchase of the Premises.
- 8b. 219. **Breach.** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or
220. proceed against the breaching party in any claim or remedy, subject to Sections 8c and 8d. It would be
221. difficult to predetermine damages in the event of a Buyer's breach, therefore the Earnest Money may be
222. deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as
223. Seller's sole right to damages. The parties expressly agree that the failure of any party to comply with the
224. terms and conditions of this Contract to allow COE to occur on the COE Date, if not cured after a cure
225. notice is delivered pursuant to this Contract, constitutes a material breach of this Contract, rendering the
226. Contract subject to cancellation.
- 8c. 227. **Release of Earnest Money.** In the event of a dispute regarding Earnest Money, where Buyer and Seller
228. cannot agree upon written, mutual cancellation, Buyer and Seller agree to participate in meditation.
229. Meditation must be initiated within seven (7) days of written cancellation by either party. In the event
230. meditation is not initiated within seven (7) days, Earnest Money shall be returned to the Buyer.
- 8d. 231. **Alternative Dispute Resolution ("ADR").** Buyer and Seller agree to mediate any dispute or claim
232. arising out of or relating to this Contract in accordance with the REALTORS® Dispute Resolution System,
233. or as otherwise agreed. All mediation costs shall be paid equally by the parties. All unresolved disputes or
234. claims shall be submitted for binding arbitration. If the parties are unable to agree on an arbitrator, the
235. dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA
236. Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment
237. rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the
238. foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the
239. mediation by notice to the other and, in such event, either party shall have the right to resort to court action.

Seller Seller

Buyer Buyer

- 8e. 240. **Exclusions from ADR.** The following matters are excluded from the requirement for ADR hereunder:
 - 241. (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as
 - 242. the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or nonjudicial
 - 243. foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an
 - 244. unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
 - 245. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of
 - 246. a notice of pending action ("lis pendens"), or order of attachment, receivership, injunction, or other
 - 247. provisional remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall
 - 248. such action constitute a breach of the duty to mediate or arbitrate.
- 8f. 249. **Attorney fees and Costs.** The prevailing party in any dispute or claim between Buyer and Seller arising
 - 250. out of or relating to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall
 - 251. include, without limitation, attorney fees, expert witness fees, fees paid to investigators, and arbitration
 - 252. costs.

9. ADDITIONAL TERMS AND CONDITIONS:

- 9a. 253. Title and Escrow Fees shall be split 50-50 between Buyer and Seller.
- 254. Line 65 of Purchase Contract shall read 15 days of contract acceptance.
- 255. Buyer to verify lot lease amount on new purchase.
- 256. Lines 177 & 178 shall be completed within 10 days from mutual acceptance.
- 257. _____
- 258. _____
- 259. _____
- 9b. 260. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and
 - 261. COE or possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the
 - 262. risk of loss shall be on Seller, provided, however, that if the cost of repairing such loss or damage would
 - 263. exceed ten percent (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract.
- 9c. 264. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 9d. 265. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on
 - 266. the State of Arizona and under Arizona Arbitration Rules as outlined above.
- 9e. 267. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the
 - 268. obligations described herein.
- 9f. 269. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered
 - 270. as previously agreed by separate written agreement(s), which shall be delivered by Broker(s) for payment to
 - 271. Escrow Company or Broker at COE, if not previously paid. If Seller is obligated to pay Broker(s), this
 - 272. Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is obligated to pay
 - 273. Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE
 - 274. FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD
 - 275. OR ASSOCIATION OF REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER
 - 276. OTHER THAN BETWEEN BROKER AND CLIENT.
- 9g. 277. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated

Seller Seller

Buyer Buyer

278. as an original Contract. This Contract and any other documents required by this Contract may be executed
279. by facsimile or other electronic means and in any number of counterparts, which shall become effective
280. upon delivery as provided for herein, except that the Disclosure of Information on Lead-Based Paint and
281. Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to constitute
282. one instrument, and each counterpart shall be deemed an original.

9h. 283. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at
284. 12:00 a.m. and end at 11:59 p.m.

9i. 285. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the
286. day of the act or event from which the time period begins to run is not included and the last day of the time
287. period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated
288. counter offer) is delivered to and received by the appropriate Broker. Example: Acts that must be performed
289. within three (3) days of Contract acceptance must be three (3) full days (i.e. – if Contract acceptance is
290. Friday, the act must be performed by 11:59 p.m. on Monday).

9j. 291. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire
292. agreement between Seller and Buyer, shall supersede any other written or oral agreements between Seller
293. and Buyer and can be modified only by a writing signed by Seller and Buyer. The failure to initial any page
294. of this Contract shall not affect the validity or terms of this Contract.

9k. 295. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE.
296. Seller understands that any subsequent offer accepted by Seller must be a backup offer contingent on the
297. cancellation of this Contract.

9l. 298. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this
299. Contract by delivering notice stating the reason for cancellation to the other party and/or to Escrow
300. Company (if applicable). Cancellation shall become effective immediately upon delivery of the
301. cancellation notice.

9m. 302. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted
303. hereunder shall be in writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via
304. facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by
305. recognized overnight courier service, and addressed to Buyer as indicated in Section 9q, to Seller as
306. indicated in Section 10a and to the Escrow Company indicated in Section 2j, if applicable.

9n. 307. **Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify**
308. **Broker(s) in this transaction from any and all liability and responsibility regarding financing, the**
309. **condition, square footage, value, rent rolls, environmental problems, sanitation systems, roof, wood**
310. **infestation, building codes, governmental regulations, insurance, price and terms of sale, return on**
311. **investment or any other matter relating to the value or condition of the Premises. The parties**
312. **understand and agree that the Broker(s) do not provide advice on property as an investment and are**
313. **not qualified to provide financial, legal, or tax advice regarding this transaction.**

314. (SELLER'S INITIALS REQUIRED)

SELLER SELLER

315. (BUYER'S INITIALS REQUIRED)

BUYER BUYER

Seller Seller

Buyer Buyer

10. SELLER ACCEPTANCE

10a. 341. **Broker on behalf of Seller, if any:**
 342. Kurt Kominski KK010 BR637651000
PRINT AGENTS NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 343. Lisa Wade LW239 SA633749000
PRINT AGENTS NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 344. Realty One Group 147003771
PRINT FIRM NAME FIRM MLS CODE
 345. 17235 N. 75Th. Ave. Suite C-190 Glendale, AZ 85308 CO578024000
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
 346. Kurt 602-541-4107 Lisa 602-541-8211 kurtkominski@gmail.com repohome@msn.com
PREFERRED TELEPHONE FAX EMAIL

10b. 347. **Agency Confirmation:** Broker named in Section 10a above is the agent of (check one):
 348. Seller; or both Buyer and Seller

10c. 349. **The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named on Section 10a to deliver a copy to Buyer.**

352. Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

355. _____
SELLER'S SIGNATURE MO/DA/YR SELLER'S SIGNATURE MO/DA/YR

356. Allan W. Toszczak Linda G. Toszczak
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

357. 739 13Th. Street _____
ADDRESS ADDRESS

358. Weyburn Saskatchewan Canada S4H 2N7 Cell: 306-861-7945 Email: lindagayle@sasktel.net
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

359. OFFER REJECTED BY SELLER: _____, _____, _____
MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only:		
Brokerage File/Log No. _____		
Manager's Initials _____	Broker's Initials _____	Date _____ <small>MO/DA/YR</small>

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 Seller Seller

 Buyer Buyer

**ADDENDUM TO PURCHASE AGREEMENT
NEW MANUFACTURED HOME - ADDENDUM
TO PURCHASE AGREEMENT AND SALES CONTRACT:**

This sale is of a New Manufactured Home. This Addendum ("New Home Addendum") is incorporated into the Mobile and Manufactured Home Purchase Agreement and Sales Contract ("Contract"). In the event of any conflict between this New Home Addendum and the Contract, THIS ADDENDUM SHALL CONTROL.

- 1a.** 1. **New Manufactured Home.** The Manufactured Home described in section 2 (c) of the Contract is a new
2. Manufactured Home. Therefore, a Certificate of Title has not yet been issued. Instead the
Manufactured Home is titled under a Manufacturer's Certificate of Origin. Under A.R.S. §41-4028 (B)(1),
new Manufactured Homes like this can only be sold through a licensed Mobile Home Dealer in Arizona.
- 2.a.** **Parties:** The parties to this Contract are:
6. BUYER: _____
7. SELLER: _____
- 3a.** 8. **Dealer.** The Licensed Arizona Dealer acting as the sales broker on this new Manufactured Home sale is:
9. NAME OF DEALER: _____
10. DBA: _____
11. ARIZONA DEALER LICENSE NUMBER: _____
12. TYPE OF LICENSE: _____
13. EXPIRATION OF LICENSE: _____
- 4a.** 14. **Loan Contingency Period.** If the Manufactured Home is not located on the Premises, the Loan
15. Contingency Period shall be calculated as follows:
- 4b.** 16. Buyer's obligation to complete this sale is contingent upon Buyer obtaining final loan approval no later than
17. _____, 20 _____. That date shall be the end of the loan approval process. See Section 4b of
18. the Contract. If that Section conflicts with this Addendum, this Addendum shall prevail.
- 4c.** 19. At the end of the loan approval process, Buyer may be required to deliver an additional Earnest Money
20. deposit of \$ _____.
- 4d.** 21. Buyer and Seller agree that failure by Buyer to make the additionally required Earnest Money deposit at the
22. end of the loan approval process shall deem this Contract cancelled and all Earnest Money shall be released
23. to the Buyer.
- 4e.** 24. Buyer's additional Earnest Money shall be in the amount of \$ _____.
- 5a.** 25. **COE.** COE shall occur pursuant to Section 2h of the Contract, unless Buyer and Seller mutually agree in
26. writing upon a new COE.
- 5b.** 27. Should escrow fail to close as provided herein, the parties agree that the entire Earnest Money deposit made
28. by Buyer hereunder shall be reverted to the Seller.

Seller Seller

Buyer Buyer

- 6a.** 29. **Warranties of Seller:** Seller shall make all warranties imposed on the Sellers of new manufactured homes
 30. in Arizona, but limited as follows:
 31. Buyer understands there may be written warranties covering the new home purchased, including some
 32. component(s), and some appliances(s), which are provided by the manufacturers. Buyer has read, and
 33. understands, the statement provided by the Dealer regarding the type of warranty covering the new home
 34. before signing this New Home Addendum.
- 6b.** 35. Buyer understands the implied warranties of merchantability and fitness for a particular purpose, and all
 36. other warranties expressed or implied, are excluded by Dealer from this transaction and shall not apply to the
 37. new home or any component or any appliance contained therein. Buyer understands that Dealer makes no
 38. warranties whatsoever regarding the new home or any component or any appliance contained therein; and
 39. Buyer understands that the Dealer disclaims and excludes from this transaction all warranty obligations
 40. which exceed or exist over and above the legal warranties required by applicable state law.
41. *NOTICE:* Dealer shall provide Buyer with the HUD Dispute Resolution Form, as well as forms and
 42. disclosures required by law with the sale of a new Manufactured Home.

7a. 43. **BUYER(S):**

44. _____
 PRINT BUYER'S NAME PRINT BUYER'S NAME

45. _____
 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

8a. 46. **SELLER(S):**

47. _____
 PRINT SELLER'S NAME PRINT SELLER'S NAME

48. _____
 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

9a. 49. **QUALIFYING PARTY ON BEHALF OF ARIZONA LICENSED DEALER:**

50. _____
 PRINT DEALER NAME

51. _____
 PRINT SALESPERSON NAME

52. _____
 DEALER ADDRESS STATE ZIP CODE

53. _____
 PREFERRED TELEPHONE FAX E-MAIL ADDRESS

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 Seller Seller

 Buyer Buyer