

BUYER(S)				HOME PHONE		CELL PHONE		DATE
ADDRESS				CITY	STATE	ZIP	EMAIL	
DELIVERY ADDRESS								SALES PERSON
THIS UNIT IS	NEW USED	SINGLE WIDE DOUBLE WIDE	MAKE		MODEL	STOCK NUMBER	SERIAL NUMBER	
YEAR	BEDROOMS	FLOOR SIZE	HITCH SIZE	COLOR		KEY NUMBERS	PROPOSED DELIVERY DATE	
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES					BASE PRICE OF UNIT			\$
					OPTIONAL EQUIPMENT			
					SUB-TOTAL			\$
					SALES TAX			
					NON-TAXABLE ITEMS			
					VARIOUS FEES AND INSURANCE			
					CASH PURCHASE PRICE			\$
					TRADE-IN ALLOWANCE			\$
					Less BALANCE DUE on above			\$
					NET ALLOWANCE			\$
					CASH DOWN PAYMENT			\$
					CASH AS AGREED			\$
					LESS TOTAL CREDITS			\$
					SUB-TOTAL			\$
					SALES TAX (If Not Included Above)			
					Total Balance of Cash Sale Price			\$
REMARKS:								
Wheels, axles, lights, coupling and drawbar used in transporting the purchased Unit are not included in the sale of the purchased Unit and shall remain the property of the Dealer unless otherwise stated in the Agreement as agreed to by the parties or as otherwise disclosed as required by federal, state or local law or rule.								
BALANCE CARRIED TO OPTIONAL EQUIPMENT				\$				
DESCRIPTION OF TRADE IN				MAKE		MODEL		YEAR
COLOR		BEDROOMS	SIZE	TITLE NO.			SERIAL NO.	
AMOUNT	TO	MILEAGE	ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY				DEALER	BUYER

Buyer is purchasing the above described manufactured home, the optional equipment and accessories, the insurance has been voluntary; the Buyer's trade-in is free from all claims whatsoever, except as noted.

**THE REVERSE SIDE** of this Agreement contains **ADDITIONAL TERMS AND CONDITIONS**, including, but not limited to, provisions regarding **WARRANTY, EXCLUSIONS AND LIMITATIONS OF DAMAGES**.

Dealers and Buyers acknowledge and certify that such (the) additional terms and conditions printed on the other side of this Agreement are agreed to as part of this Agreement, the same as if printed above the signatures.

The Agreement contains the entire Agreement between the Dealer and Buyer and no other representation or inducement, verbal or written, has been made which is not contained in this Agreement. Buyer(s) acknowledge receipt of a copy of this Agreement (order) and that Buyer(s) have read and understand the back of this Agreement.

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Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent

SIGNED X \_\_\_\_\_

**BUYER**

APPROVED BY

SIGNED X

BLUMEP

## ADDITIONAL TERMS AND CONDITIONS

Buyer understands that the term "Unit" used in this Agreement describes the Mobile/Manufactured Home or any item or combination of items as described on the front of this Agreement. Buyer further agrees (continued from other side of Agreement):

1. **IF NOT A CASH TRANSACTION.** If Buyer does not complete this purchase as a cash transaction, Buyer knows before or at the time of delivery of the Unit purchased, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Buyer's purchase.
2. **TITLE.** Title to the Unit purchased will remain in Dealer until the agreed upon purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the Unit purchased may be made at a later date.
3. **TRADE-IN.** If Buyer is trading in a used car, manufactured home, trailer, or other vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives is owned by Buyer and is free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included.
4. **REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Buyer will immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expense on demand or Dealer may add that amount to this Agreement as if it had been originally included.
5. **REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
6. **FAILURE TO COMPLETE PURCHASE.** DEALER SHALL BE ENTITLED TO RETAIN THE DOWN PAYMENT, OR ANY PORTION THEREOF, SO LONG AS THE AMOUNT IS THE ACTUAL COSTS INCURRED BY DEALER IN THE TRANSACTION, PLUS LIQUIDATED DAMAGES EQUAL TO 5% OF THE CONTRACT SALES PRICE OF THE UNIT. IF BUYER HAS NOT GIVEN DEALER A CASH DEPOSIT OR IT IS INADEQUATE AND BUYER HAS GIVEN DEALER A TRADE-IN, DEALER MAY SELL THE TRADE-IN AT PUBLIC OR PRIVATE SALE, AND DEDUCTED FROM THE MONEY RECEIVED AN AMOUNT THAT WILL ADEQUATELY COMPENSATE DEALER FOR ANY AND ALL OF THE ABOVE MENTIONED DAMAGES, EXPENSES, AND LOSSES INCURRED BECAUSE BUYER FAILED TO COMPLETE THIS PURCHASE. IF DEALER PREVAILS IN ANY LEGAL ACTION WHICH DEALER BRINGS AGAINST BUYER, OR WHICH BUYER BRINGS AGAINST DEALER, CONCERNING THIS AGREEMENT, BUYER AGREES TO REIMBURSE DEALER FOR DEALER'S REASONABLE ATTORNEYS' FEES, COURT COSTS AND EXPENSES WHICH DEALER INCURS IN PROSECUTING OR DEFENDING AGAINST THAT LEGAL ACTION.
7. **CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
8. **DELAYS.** Buyer will not hold Dealer liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond Dealer's control.
9. **INSPECTION.** Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality. On the Unit ordered, Buyer has relied on Buyer's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Dealer by the Manufacturer, in making Buyer's decision to purchase the Unit described on the reverse side of this Agreement.
10. **WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS. DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED AND/OR COMPONENT(S) AND/OR APPLIANCE(S). BUYER SIGNED THIS SALES AGREEMENT/CONTRACT. THERE IS NO EXPRESS WARRANTY ON USED UNITS, EXCEPT WHERE PROHIBITED BY LAW: (i) DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) SUCH MANUFACTURER(S), (ii) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THE SAME DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY, AND (iii) DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S). EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (i) BUYER UNDERSTANDS THAT THERE ARE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, (ii) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) BUYER UNDERSTANDS THAT DEALER DISCLAIM AND EXCLUDE FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
11. **LIMITATION OF DAMAGES.** EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE THE REPAIRS ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE SHUT DOWN BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NECESSARY REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S) WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT BUYER CANNOT RETURN THE UNIT TO DEALER AND SEEK A REFUND FOR ANY REASON.
12. **INSURANCE.** Buyer understands that Buyer is not covered by insurance on the Unit purchased until accepted by an insurance company, and Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
13. **CONTROLLING LAW AND PLACE OF SUIT.** The law of the State of New Mexico is the law which will be used in interpreting the terms of the Agreement. Dealer and Buyer agree that if any dispute between us is submitted to a court for resolution, such legal proceeding shall take place in the county in which Dealer's principle office is located. If under state law a special dispute resolution procedure or complaint process is available, Buyer agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Buyer.
14. **IF PART INVALID REST OF AGREEMENT SAVED.** Dealer and Buyer agree that each portion of this Agreement is independent and if any paragraph or provision violates the law and is unenforceable, the rest of the Agreement will be valid.
15. **DELIVERY AND PLACEMENT.** If Dealer has included delivery of the Unit purchased in the purchase price, or Dealer quotes a charge for delivery to Buyer's destination, Dealer's agreement to transport the Unit purchased, as well as the price quotation made, is based upon Buyer's assurance that travel is along acceptable all-weather surfaced roads, fully open and accessible, from point of origin to point of delivery, during the period required for transportation. Buyer assumes all responsibility for the proper preparation of Buyer's property to both receive and locate the unit purchased. If Dealer must hire extra labor and/or equipment in order to deliver and place the Unit purchased because of something not previously disclosed to Dealer, Buyer will pay for all those additional costs. Buyer understands that Dealer does not guarantee proper placement unless a concrete pier, running below the frost line, has first been prepared. Buyer will pay for all labor and material costs to re-set the Unit when caused by future settling or sinking resulting from failure to provide a foundation approved by the State or Local Code in which the Unit is sited. Buyer understands that the sewer must be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole with a proper receptacle within 20 feet of the electric box inside of the Unit. Buyer understands that unless otherwise provided on the other side of this Agreement, the Unit purchased is sold by Dealer F.O.B. Dealer's lot and Buyer is responsible for transporting it.
16. **CONNECTIONS, PERMITS AND CHANGES.** Buyer understands that Dealer is not permitted to make plumbing or electrical connections or connection of certain natural gas or propane appliances where state or local ordinance require a licensed plumber or electrician to do the work. Buyer understands that Dealer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of restrictive zoning. Buyer understands that Dealer is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Buyer will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
17. **NOTICE OF WIDTH LIMITATIONS.** Buyer has been informed of the length and width limitations, as of the date of this contract, now enforced in the several states, or provinces of Canada, as they may apply to the movement of manufactured homes over the public highways, and the fact that special permits are required. Buyer understands that some states, or the provinces of Canada, may not grant the required permits where the size exceeds the statutory maximum. Buyer releases Dealer and Dealer's assigns, and the manufacturer and its assigns, from any and all demands, suits or counterclaims, based on the size of the Unit purchased, if it exceeds the limitations which are now, or may later be, imposed by any state or province.
18. **REFUND OF DOWN PAYMENT - NON-RETAIL INSTALLMENT CONTRACT.** IF THE CONTRACT IS A NON-RETAIL INSTALLMENT CONTRACT, DEALER WILL REFUND THE DOWN PAYMENT IN FULL IF THE DEALER FAILS TO DELIVER THE UNIT WITHIN THE TIME SPECIFIED IN THIS AGREEMENT, OR IF NO TIME IS SPECIFIED, IF THE UNIT IS NOT DELIVERED WITHIN FORTY-FIVE (45) DAYS AFTER THIS CONTRACT HAS BEEN SIGNED BY BUYER AND DEALER. IF BUYER IS ENTITLED TO A REFUND, CASH DOWN PAYMENTS SHALL BE REFUNDED WITHIN TEN (10) DAYS FROM DEALER'S RECEIPT OF BUYER'S WRITTEN REQUEST FOR A REFUND, AND CHECK DOWN PAYMENTS SHALL BE REFUNDED WITHIN TEN (10) BUSINESS DAYS FROM THE TIME THE CHECK IS CREDITED TO THE DEALER'S BANK OR THE DEALER'S RECEIPT OF BUYER'S WRITTEN REQUEST FOR A REFUND, WHICHEVER IS LATER. DOWN PAYMENTS OTHER THAN CASH OR CHECK SHALL BE REFUNDED OR RETURNED TEN (10) BUSINESS DAYS FROM DEALER'S RECEIPT OF BUYER'S WRITTEN REQUEST FOR A REFUND.
19. **REFUND OF DOWN PAYMENT - RETAIL INSTALLMENT CONTRACT.** IF THE CONTRACT IS A RETAIL INSTALLMENT CONTRACT, DEALER WILL REFUND THE DOWN PAYMENT IN FULL IF BUYER CANCELS THE TRANSACTION FOR ANY REASON BEFORE THE NEW MEXICO RETAIL INSTALLMENT ACT HAS BEEN COMPLIED WITH. ONCE THE NEW MEXICO RETAIL INSTALLMENT SALES ACT HAS BEEN COMPLIED WITH, THEN THE DOWN PAYMENT MAY BE TREATED AS IN SECTION 18.
20. **DEFINITIONS.** "Deliver" means a Dealer's obligation shall be accomplished when a Dealer has completed or stands ready, willing and able to physically transport and locate the Unit as specified in this Agreement and (a) the weather is not an impediment and (b) the parties responsible for preparing the installation site have acted in good faith and acted according to all relevant statutes, codes and regulations. If (a) and (b) are not met, Dealer will have a reasonable time to deliver the Unit. "Down Payment" means any payment, such as consideration, a deposit or remuneration, of less than the full purchase price of the Unit. "Retail Installment Contract" means the contract as defined in NMSA 1978, 56-1-1(H).