

**PROPOSED REGULATION OF THE ADMINISTRATOR
OF THE MANUFACTURED HOUSING DIVISION OF
THE DEPARTMENT OF BUSINESS AND INDUSTRY**

LCB File No. R203-01

April 2, 2002

EXPLANATION – Matter in *italics* is new; matter in brackets ~~omitted material~~ is material to be omitted.

AUTHORITY: §1, NRS 489.231 and 489.7152; §§2-4 and 6-11, NRS 489.231; §5, NRS 489.7152.

Section 1. Chapter 489 of NAC is hereby amended by adding thereto the provisions set forth as sections 2 to 5, inclusive, of this regulation.

Sec. 2. *“Administrator” means the administrator of the division.*

Sec. 3. *“Department” means the department of business and industry.*

Sec. 4. *“Division” means the manufactured housing division of the department.*

Sec. 5. 1. *The following form of contract for the sale of a new manufactured home, mobile home or commercial coach must be used in the sale of any new manufactured home, mobile home or commercial coach. A formatted copy of this form is available, free of charge, by contacting the division at 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104, telephone number (702) 486-4135.*

(DEALER HEADER INFORMATION TO BE INSERTED HERE)

<i>NEW HOME PURCHASE CONTRACT</i>
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<input type="checkbox"/> WITH LAND <input type="checkbox"/> WITHOUT LAND		PHONE		DATE	
BUYER					
ADDRESS				SALESPERSON	
DELIVERY ADDRESS					
<hr/>					
MAKE	SERIAL #	SIZE	YEAR/MANUFACTURER	BEDROOMS	BATHS
OPTIONAL EQUIPMENT, LABOR & ACCESSORIES (for additional items or services, see page 9)		PRICE			PRICE
			BASE PRICE OF HOME		
			OPTIONAL EQUIPMENT		
			TOTAL PAGE 2		
			TOTAL PAGE 3		
			TOTAL PAGE 9		
			DOCUMENT FEES		
			SUBTOTAL		
			SALES TAX		
			NONTAXABLE ITEMS		
			FEES AND INSURANCE		
			1. CASH PRICE		
			TRADE ALLOWANCE		
			LESS LOAN BALANCE		

		<i>NET ALLOWANCE</i>	
		<i>CASH DOWN PAYMENT</i>	
		<i>CASH AS AGREED</i>	
		2. LESS TOTAL CREDITS	
		3. UNPAID BALANCE OF CASH SALE PRICE	
<i>BALANCE CARRIED TO OPTIONAL EQUIPMENT</i>			
<p><i>This contract contains the entire agreement between Dealer and Buyer, and no other representation or inducement has been made that is not contained in this contract. By initialing each page of this contract, Buyer confirms he has reviewed ALL NINE (9) PAGES of this purchase contract and has obtained any legal, tax or other professional advice Buyer may desire. Buyer and Dealer agree that each portion of this contract is independent of any other portion and that if any portion of this contract is found to violate the law or to be unenforceable, the remainder of this contract is valid. Do not sign this contract if it contains blank spaces. Buyer acknowledges receipt of a copy of this contract.</i></p>			
<i>DESCRIPTION OF TRADE-IN</i>			<i>AMOUNT OWING</i>
<i>LIEN HOLDER</i>			<i>SIZE</i>
<i>TITLE #</i>	<i>BEDROOMS</i>	<i>BATHS</i>	<i>COLOR</i>
<i>SERIAL #</i>			

LICENSED DEALER OR LICENSED REPRESENTATIVE _____

DATE _____

BUYER _____ **SSN** _____ **DATE** _____

BUYER _____ **SSN** _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

Initials _____ **Initials** _____

IMPROVEMENTS CONTRACTED FOR BY DEALER (See page 1)

A. Skirting	\$ _____	F. Installation	\$ _____	K. Septic Tank	\$ _____	\$ _____
B. Site Prep.	\$ _____	G. Gas	\$ _____	L. Concrete Work	\$ _____	\$ _____
C. Compaction	\$ _____	H. Electric	\$ _____	M. Walls/Fencing	\$ _____	\$ _____
D. Patios	\$ _____	I. Water	\$ _____	N. On-site Inspection	\$ _____	\$ _____
E. Landscaping	\$ _____	J. Well	\$ _____		\$ _____	\$ _____
	\$ _____		\$ _____		\$ _____	\$ _____
					<i>Total</i>	\$ _____

CHANGE ORDERS: Any change orders relating to the construction of the premises must be the subject of a separate written agreement between Buyer and Dealer.

BUYER'S SELECTION: Within ____ days after execution of this contract, Buyer must finalize selection of flooring, draperies, cabinetry, countertops and all other selections necessary or appropriate to complete construction, from color and material samples provided by Dealer, and communicate all Buyer's selections to Dealer within _____ calendar days after Dealer's acceptance of this contract or _____ calendar days after Buyer's receipt of samples. Buyer's selections are final and binding. If Buyer has not made selections within the period allowed, Buyer authorizes Dealer, at Dealer's discretion, to make such color and material selections for Buyer and Buyer agrees, understands and accepts that in such case, Dealer's selections are binding upon Buyer. Alternatively, Buyer may select certain color schemes, upgrades and appliances not included among the standard selections provided by Dealer, which are known as "cash extras." If this transaction fails to close for any reason (including, without limitation, the failure of Buyer to obtain a loan, if applicable, or to satisfy any other contingencies), other than a default by Dealer, all amounts paid to Dealer by Buyer for cash extras will be nonrefundable and Buyer will have no claim or right thereto. Buyer will be liable to promptly reimburse Dealer any sums advanced on Buyer's behalf.

BUYER'S WALK-THROUGH: Before possession, Buyer and Dealer, or their agents, shall inspect the home and complete the "Walk-Through Checklist" form. Upon conclusion of this inspection and within 30 days after possession, Buyer will notify Dealer in writing of any claim by Buyer for any deficiencies in workmanship or materials and any cosmetic items (such as drywall cracking, scratches, chips, dents, etc.) that need to be corrected. Buyer understands that Dealer cannot be held responsible for minor drywall cracking due to the settling of the soil or home. Dealer shall correct, either directly or indirectly, within a reasonable period, any items

noted by Buyer that are, in the good faith judgment of Dealer, deficient in workmanship or materials according to the standard in the industry or the requirements of the Manufactured Housing Division of the Department of Business and Industry.

CLOSING DATE OF MORTGAGE LOAN: *If Buyer is obtaining a mortgage loan, Buyer shall comply with all terms and conditions of such mortgage loan, including payment of all closing costs, and Buyer shall close escrow on the mortgage loan within two (2) days after completion of the premises. Buyer and Dealer hereby agree that escrow on the mortgage loan is closed when the mortgage lien documents are recorded.*

CLOSING DATE OF CONSTRUCTION LOAN: *If Buyer is obtaining a construction loan, Buyer shall comply with all terms and conditions of such construction loan, including payment of all closing costs, and Buyer shall close escrow on the construction loan before Dealer becomes obligated to commence construction. Buyer and Seller hereby agree that escrow on the construction loan is closed when the mortgage lien documents are recorded.*

OWNERSHIP: *Buyer understands that Buyer is not the legal owner of the home until closing. Buyer shall not enter the premises or allow any other person to enter the premises during the course of construction or at any other time before the close of escrow. Buyer shall indemnify and hold Dealer and subcontractors harmless for any and all injuries or damages resulting from entry on the premises by Buyer or Buyer's representatives and guests.*

POSSESSION AND KEYS: *Possession and occupancy will be delivered to Buyer upon completion of construction and final funding of Buyer's loan. Dealer shall provide keys and/or a means to operate all locks.*

BUYER AND DEALER COOPERATION: *After closing and throughout the warranty period, Buyer and Dealer agree to cooperate in scheduling appointments and making the home accessible to contractors during regular business hours (8 a.m. to 5 p.m., Monday through Friday) at the times agreed upon. Unless otherwise required by law, Dealer has no obligation to correct any item not caused by deficient workmanship or materials. Buyer understands that Dealer may encounter delays in correcting certain deficiencies because the primary responsibility for correcting such deficiencies may be that of the manufacturer, a subcontractor or a supplier whose time schedule is not controlled by Dealer. Dealer's obligation to correct any deficiencies noted by Buyer will not delay the closing of the transaction or demand any conditions upon the closing not specified in this contract.*

SPECIFICATIONS OF THE HOME: *Buyer understands that, because of changes in specifications, unavailability of materials, model year changes, etc., the home as delivered may not be exactly the same as any model home or as in any sales literature Buyer may have previously seen. The manufacturer has the right, without notification, to substitute any materials or fixtures specified with those of comparable or of better quality. The manufacturer must comply with the factory order sheet signed by Buyer, which is hereby made a part of this contract.*

Initials _____ Initials _____

Buyer agrees to have this work completed before (date) _____. Buyer understands that Dealer will incur additional costs if completion of any change order is delayed. Therefore, Buyer agrees to pay a LATE CHARGE OF \$ _____ PER DAY until work is completed. Buyer's time and his contractor's time to complete any improvements will be extended automatically for the length of any delays resulting from matters outside of Buyer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local authorities having jurisdiction over the premises which may affect Buyer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God. Buyer must notify Dealer of any such delay within 24 hours before Dealer is to arrive to begin his work.

SITE IMPROVEMENT: *The construction of the site improvements must be completed in compliance with the plans and specifications in any addendum referenced and the applicable governmental regulations.*

CONSTRUCTION SCHEDULE: *Dealer makes no representation as to the specific completion date or schedule of construction other than as set forth herein. The time by which the premises must be completed may be extended by written agreement of Dealer and Buyer and will be extended automatically for the length of any delays resulting from matters outside Dealer's control that make timely completion impossible, including, without limitation, labor strikes, slowdowns, lockouts, material or labor shortages, any action of the federal, state or local*

authorities having jurisdiction over the premises which may affect Dealer's ability to perform, civil disorder, fire, unusual weather conditions or any acts of God.

RECEIPT FOR DEPOSIT

Received by _____ **Date** _____
Dealer

Print name(s) as it should appear on title:

DEPOSIT: Upon acceptance of this contract by Dealer, Dealer may deposit Buyer's money into a trust account. Unless otherwise provided in this contract, all deposited money is considered a part of the purchase price. **Buyer agrees that, if Buyer breaches this contract, any deposited money may be subject to forfeiture. In the event any check is dishonored for any reason, Dealer may, at his option, be immediately released from any further obligation under this contract.**

Amount of deposit: \$ _____ Dealer's Receipt # _____

Form of deposit: Personal check Cash: \$ _____ Other: \$ _____

Received by _____
Salesperson's Name Salesperson's Signature License # Date

Firm Name Firm License #

CASH SALE: *If Buyer is paying in cash for this transaction, all money must be deposited with Dealer before delivery.*

_____	_____	_____	_____
<i>Buyer</i>	<i>Date</i>	<i>Buyer</i>	<i>Date</i>
_____		_____	
<i>Licensed Dealer or Representative</i>		<i>Date</i>	
		<i>Initials</i> _____	<i>Initials</i> _____

<p align="center"><i>“DISPLAY MODEL” ADDENDUM AND RELEASE</i></p>
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If Buyer is purchasing a Display Model, the following terms and conditions are made a part of this contract:

Buyer acknowledges and understands that the home being purchased is not in the same condition as if it had been delivered new from the manufacturer. Rather, the home has been previously set up on the premises of Dealer, a manufactured housing show or at some other location and has been used as a Display Model. As such, the home has been subject to some cosmetic wear and tear, including, without limitation, carpet wear, scratches, dents, nicks, paint chips, fading, etc., as more fully described below.

*Buyer acknowledges paying a **reduced purchase price** of \$ _____ for the Display Model and Dealer agrees to warrant cosmetic items only for a period of _____ days after the date of closing, subject to the terms of any addenda and the delivery and installation provisions*

*of this contract, if any. All applicable manufacturer's warranties will still apply as set forth in the manufacturer's warranty materials received by Buyer. As a material part of this contract, Buyer represents that Buyer is voluntarily **giving up certain warranty rights in exchange for a substantial reduction in the price** Buyer is paying for the home.*

*By accepting the discounted price, Buyer has specifically and voluntarily **chosen to waive** Buyer's rights to object to **any** matter concerning the cosmetic condition of the home after the limited warranty period set forth herein expires. Buyer will be responsible for any and all cosmetic items after that date, and therefore agrees to release and indemnify Dealer, its principals, agents and employees from any and all liability or complaints whatsoever for cosmetic items after the limited warranty expires.*

Buyer agrees that this contract is a complete defense to any complaint, civil or administrative, regarding any cosmetic items arising after the limited warranty for this home expires. Buyer has been advised that Dealer has granted Buyer a right to have a professional inspection performed on the home before delivery and encourages Buyer to have such an inspection performed.

Buyer specifically acknowledges that there have been no representations or warranties of any kind made by Dealer or any of its representatives regarding the applicable warranty, the condition of the home, its systems or any of the appliances that may be contained therein, other than as set forth in writing in this purchase contract and any addenda thereto.

Buyer acknowledges that Dealer may have furnishings, wall decorations and similar display items in the Display Model that are not included in the purchase of the home unless listed separately on page 1.

Except for any written repairs noted below, Buyer is accepting the home in "AS IS" condition with regard to each of the following initialed items:

Initials:

_____ *Exterior Paint* _____

_____ *Wear and Tear on Linoleum* _____

_____ *Scratches on Cabinets* _____

_____ *Wear and Tear on Carpet* _____

_____ *Scratches and Dents on Appliances* _____

_____ *Ordinary Wear and Tear on Roof* _____

_____ *Cosmetic Defects (Cuts, Chips and Cracks)* _____

_____ *Dents, Scratches and Discoloration of Interior and Doors* _____

_____ *Buyer* _____ *Date* _____ *Buyer* _____ *Date* _____

_____ *Licensed Dealer or Representative* _____ *Date* _____

Initials _____ *Initials* _____

DELIVERY AND INSTALLATION

This contract contains all essential services and elements to complete the installation of the home and meets all requirements to pass inspections required by state laws and regulations unless otherwise noted in this contract. To help ensure prompt delivery and proper installation of your home, there are certain responsibilities that must be fulfilled by both you and your Dealer for the work to be done properly. Please read the following provisions carefully. If you have any questions, please ask your sales representative.

WE, AS YOUR DEALER, ARE RESPONSIBLE FOR THE FOLLOWING:

- 1. Blocking and leveling of the home to state's code or manufacturer's code.*
- 2. The connection of above-ground utilities, as agreed upon in the contract, up to a maximum of _____feet of materials, to existing codes.*
- 3. Any applicable inspections.*

You, as Buyer, agree that if MORE than the maximum of _____feet of above-ground utility materials are needed for proper installation of the home, you will pay, at the time of installation, the following charges or allow them to be included in your financing request:

<i>A. Electrical, 100 AMP</i>	<i>\$_____ Per Ft.</i>	<i>E. Water</i>	<i>\$_____ Per Ft.</i>
<i>B. Electrical, 200 AMP</i>	<i>\$_____ Per Ft.</i>	<i>F. Gas</i>	<i>\$_____ Per Ft.</i>
<i>C. Sewer</i>	<i>\$_____ Per Ft.</i>	<i>G. Telephone</i>	<i>\$_____ Per Ft.</i>
<i>D. Television cable</i>	<i>\$_____ Per Ft.</i>	<i>H. Required flood-plain or perimeter blocking</i>	<i>\$_____ Actual Cost</i>

This contract DOES DOES NOT contain a line-item charge, in the amount of \$_____, for “materials.” Any unused portion of this money will be returned to Buyer after the installation is completed and the installation crew is paid. If Buyer believes that the utility or other costs will exceed this amount, Buyer should advise the salesperson immediately so this figure may be adjusted. Buyer understands that Dealer cannot be held responsible for delays caused by weather, accidents, strikes, fires, equipment failure, delays by the manufacturer or any other cause beyond Dealer’s control.

YOU, AS BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:

- 1. Arranging for utility service to be turned on at the time of installation, as set forth below.*
- 2. (A) Obtaining the necessary permit for the placement of your home; or
(B) Authorizing Dealer to obtain the permit. I hereby agree to pay for the permit and any tap-on development fees.*
- 3. Verifying that your home is compatible with the lot, CC&Rs, deed restrictions, zoning laws and the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site-preparation costs not included in this contract and excessive trenching for utilities, as necessary. You are also responsible for any additional expenses, such as a loader, bulldozer or similar heavy equipment that may be needed to properly install your home on your site. For your protection, Dealer advises you to have a compaction test done on the soil to determine compatibility. Dealer can arrange for this test to be done, at your expense. If you act against Dealer’s advice and choose not to*

have a compaction test done, you agree that YOU will be responsible for any problems that a compaction test would have revealed. Improper soil compaction can lead to such problems as unlevelled conditions, settling, tape or texture cracking, etc.

- 4. Making sure there is adequate access for the home to be properly installed. If the lot is not ready for installation of your home and the workers are required to wait, there will be a charge of \$ _____ per hour for each worker.*
- 5. Making sure the electrical power pedestal is installed with meter base, breaker box and necessary (size _____ AMP) breaker, within _____ feet of the home's electrical service, unless otherwise agreed upon.*
- 6. Making sure the water, septic tank or sewer connection is within _____ feet of the home's connection point, and your portion must be preinstalled to the proper code. For assistance, please contact your licensed contractor.*
- 7. Contracting with and paying a licensed contractor for gas plumbing, testing of appliances and gas hookup if Dealer or installation company is not licensed for gas plumbing, testing of appliances and gas hookup. It is not the responsibility of Dealer to complete such work under this contract. Dealer is not responsible for any work done by outside contractors.*
- 8. Arranging for phone service and the installation of phone and television jacks.*
- 9. Being available to assist in placing the home to your requirements and to accept delivery. Rental community installation sets are usually assisted by the manager and must be installed to the community standards. Make sure that you inquire about these requirements.*

10. Allowing _____working days after delivery (_____ additional days for drywall homes) before planning to move into your new home. A land or home purchase may take up to _____ days after delivery for move-in.

Licensed Dealer or Representative _____ *Date* _____

Buyer _____ *Date* _____

Buyer _____ *Date* _____

Home Phone _____ *Work Phone* _____ *Other* _____

Delivery Address _____

Directions _____

Initials _____ *Initials* _____

<i>FINANCING OPTIONS</i>

NEW CONVENTIONAL FIRST LOAN

This sale is contingent upon Buyer qualifying for *Permanent First Loan* *Permanent First Loan and Interim Loan*

Permanent Loan Amount: \$ _____ *Interim Loan Amount:* \$ _____ *Term of Loan:* _____

TYPE OF LOAN: Conventional Fixed Rate Conventional Adjustable Rate Other

INTEREST RATE: *The interest rate must not exceed _____% as an annual rate for a fixed rate or an initial rate for an adjustable rate loan. Buyer agrees to establish the interest rate and “points” by separate written agreement with Lender at the time of the loan application. If Buyer does not “lock” rate at time of application and is unable to obtain terms described herein at close of escrow, earnest money may be forfeited.*

INTERIM LOAN: *If an interim loan is required, within ten (10) calendar days or _____ calendar days after execution of this contract, Buyer or Lender must provide a written interim loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.*

CONDITIONAL LOAN APPROVAL: *Within ten (10) calendar days or _____ calendar days after execution of this contract, Buyer or Lender must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.*

LOAN COSTS: *Private Mortgage Insurance is required for certain types of loans. Buyer shall pay the cost in a manner acceptable to Lender. Buyer shall be responsible for any costs in obtaining loan.*

Discount points not to exceed: _____ total points (Does not include origination fee).

A.L.T.A. Lender Title Insurance Policy _____ Loan Origination Fee (Not to exceed __ % of loan amount).

Appraisal Fee _____ Paid by Buyer _____ Paid by Dealer and reimbursed by Buyer at closing.

Buyer shall pay any additional loan costs not set forth herein.

APPRAISAL: *This sale is contingent upon an appraisal of the premises by an appraiser acceptable to Lender for at least the sales price of \$ _____. The party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.*

NEW FHA OR VA LOAN

This sale is contingent upon Buyer qualifying for a new FHA or VA Loan.

Loan Amount: \$ _____ (excluding MIP or Funding Fee) Term of Loan: _____

Type of Loan: FHA VA

FHA Mortgage Insurance Premium (MIP) or VA funding fee of \$ _____ to be financed by Buyer, which will increase the loan amount to \$ _____ or to be paid by Buyer in cash at close of escrow.

INTEREST RATE: The interest rate must not exceed ____ % as an annual rate for a fixed rate loan or an initial rate for an adjustable rate loan. Buyer agrees to establish the interest rate and “points” by separate written agreement with Lender at the time of the loan approval.

CONDITIONAL LOAN APPROVAL: Within ten (10) days or ____ calendar days after execution of this contract, Buyer or Dealer must provide a written conditional loan approval from Lender based on a completed loan application and credit report. Buyer agrees to supply all documentation required by Lender. Buyer instructs Lender to send copies of such approval to Dealer. Buyer authorizes Lender to provide loan status updates to Dealer.

LOAN COSTS: When maximizing Buyer’s loan amount under the FHA “acquisition method,” Buyer’s new loan amount may be reduced and additional cash may be required at closing from Buyer if Dealer pays for any of the loan costs. Either party may pay the following:

FHA Discount points paid by: Buyer Discount points must not exceed: _____ total points (Does not include origination fee).

VA Discount points paid by: Dealer

A.L.T.A. Lender Title Insurance Policy Buyer Loan Origination Fee _____ Buyer

Appraisal Fee _____ Buyer Paid by Dealer and reimbursed by Buyer at closing

OTHER LOAN COSTS: Dealer agrees to pay for document preparation, tax service and underwriting fees. In addition, in VA loans, Dealer agrees to pay any escrow fees. Buyer shall pay any additional loan costs not otherwise agreed upon by Dealer.

APPRAISAL: The party responsible for paying for the appraisal shall do so within five (5) calendar days after execution hereof.

Initials _____ Initials _____

FINANCING OPTIONS (continued)

VA AMENDATORY CLAUSE: It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not incur any penalty by forfeiture of deposit or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. Buyer will, however, have the option to proceed with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

FHA AMENDATORY CLAUSE: It is expressly agreed that notwithstanding any other provision of this contract, Buyer will not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the

Federal Housing Commissioner, Veterans Administration or a direct Endorsement Lender setting forth the appraised value of the property of not less than \$_____. Buyer will have the option to proceed with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation must be arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.

FHA NOTICE TO BUYER: *HUD does not warrant the condition of the property. It is important for Buyer to have a home inspection performed on the property he wishes to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into Buyer's mortgage. The names of home inspection companies can be found in the yellow pages of a telephone directory under the heading "Home Inspections Services."*

RELEASE OF DEALER: *Any loan described in this contract will be independently investigated and evaluated by Buyer, who hereby acknowledges that any decision to enter into a loan arrangement with any person or entity will be based solely upon such independent investigation and evaluation. Buyer further holds harmless and releases Dealer from any liability based on any loan obtained by Buyer. Buyer acknowledges that Dealer is in no way responsible for Buyer's decisions concerning the desirability or acceptability of any loan or any terms therein.*

<i>INSURANCE</i>

<i>CUSTOMER MAY CHOOSE THE AGENT AND COMPANY FROM WHICH INSURANCE IS TO BE OBTAINED</i>		
<i>INSURANCE COVERAGE NO COVERAGE EXCEPT AS SHOWN BELOW</i>	<i>TERM _____ Months</i>	<i>\$</i>
<input type="checkbox"/> <i>FIRE AND THEFT—CAP</i>		
<input type="checkbox"/> <i>FIRE AND THEFT—COMPREHENSIVE</i>		
<input type="checkbox"/> <i>PERSONAL EFFECTS</i>		
<input type="checkbox"/> <i>MANUFACTURED HOMEOWNER</i>		
<input type="checkbox"/> <i>OTHER INSURANCE (describe)</i>		
<i>TOTAL PREMIUM for insurance coverage on the commodity if obtained from or through Dealer</i>		<i>\$</i>

<i>REMEDIES</i>

DEFAULT AND REMEDIES: *If either party defaults in any respect on any material obligation under this contract, the nondefaulting party may elect to be released from all obligations under this contract by canceling the contract. The nondefaulting party may thereafter proceed against the party in default upon any claim or remedy, which the nondefaulting party may have in law or equity. In the event of Buyer’s default, **the amount of the***

deposit, not to exceed the actual costs expended by Dealer, may be forfeited, at Dealer's option, as Dealer's sole right to damages.

ATTORNEY'S FEES: In any action, proceeding or arbitration arising out of this contract, the prevailing party, on trial and on appeal, will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.

TIME: Time is of the essence in the performance of obligations contained in this contract.

NEVADA LAW: Nevada law governs this contract.

Initials _____ Initials _____

<p><i>HOME WARRANTY AND ARBITRATION AGREEMENT</i></p>
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MANUFACTURER'S WARRANTIES: I understand that there may be written warranties covering the unit purchased or any appliance(s) or component(s) which has been provided by the manufacturer of the unit or manufacturer of the appliance(s) or component(s). You will give me copies of any and all written warranties supplied by a manufacturer. Delivery by you to me of the warranties by a manufacturer covering the unit purchased or any appliance(s) or component(s) does not mean that you adopt the warranties of any such manufacturer. I acknowledge that the express warranties made by a manufacturer have not been made by you even if the warranties say you made them or say you made some other express warranty. You are

not an agent of the manufacturer for warranty purposes even if you complete, or attempt to complete, repairs for the manufacturer.

EXCLUSION OF WARRANTIES: *I understand that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded by Dealer from this transaction and will not apply to the home sold. I understand that you make no warranties whatsoever regarding the unit, appliance or component contained therein, except as may be required under applicable state law.*

LIMITATIONS ON DAMAGES: *If the manufacturer's warranty is limited to repair or replacement and such warranty fails because an attempt at repair is not completed within a reasonable time or the manufacturer has gone out of business, I agree that, if I am entitled to any damages at all against you, my damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the unit caused by the lack of repairs. In any case, you will not be required to pay me any incidental or consequential damages. I also agree that once I have accepted the unit, even though the manufacturer's warranty does not accomplish its purpose, I cannot return the unit to you and seek a refund for any reason.*

I agree that my home comes with a warranty provided by the manufacturer of the home. I agree to read this warranty. All appliances are covered under separate warranty. The Manufactured Housing Division of the Department of Business and Industry provides a "Manufactured Housing Homeowner Information Bulletin" that outlines the state's assistance in handling warranty claims should any arise. I agree to read and sign this form. Dealer warranties the

leveling of the home upon initial installation only. It is Buyer's responsibility to maintain the leveling of the home.

In addition to seeking assistance from the Manufactured Housing Division, I further agree, covenant and consent that any and all controversies arising out of or in any way relating to this contract may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. A judgment upon the award rendered by the arbitrators may be entered in, and be enforceable by, any court of competent jurisdiction.

If arbitration is used, it is further provided that all parties to this contract hereby covenant and agree that each of them shall submit to, and be bound by, the decision of the arbitrator appointed by the applicable national panel of arbitrators in accordance with the rules for appointment of such panels by the American Arbitration Association. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising hereunder will be held in _____ County. All costs relating to arbitration are to be shared equally by all parties.

<i>RUNNING GEAR (TIRES, WHEELS, AXLES AND SPRINGS)</i>

The value of running gear (tires, wheels, axles and springs) has been given as a reduction in the base price of the home on page 1.

Dealer will retain running gear. Value \$ _____

Buyer will return running gear to Dealer Value \$ _____

Buyer will retain running gear per contract on page 1.

Buyer _____ *Date*

Buyer _____ *Date*

Dealer _____ *Dealer's License #* _____ *Date*

Initials _____ *Initials* _____

Additional Equipment, Labor & Accessories (See page 1)

Description of Items or Services

Amount

<i>Description of Items or Services</i>	<i>Amount</i>

2. A licensee who fails to comply with this section is subject to disciplinary action by the division pursuant to NRS 489.381.

Sec. 6. NAC 489.010 is hereby amended to read as follows:

489.010 As used in this chapter, unless the context otherwise requires, the words and terms defined in NAC 489.015 to 489.170, inclusive, *and sections 2, 3 and 4 of this regulation* have the meanings ascribed to them in those sections.

Sec. 7. NAC 489.460 is hereby amended to read as follows:

489.460 As used in NAC 489.460 to 489.485, inclusive:

1. “Attached” means the fastening of an awning, carport, steps or porch to a manufactured home or mobile home in such a manner that it:

(a) Is dependent upon the manufactured home or mobile home for any part of its structural support; and

(b) May be removed with any household tool without degrading the structural integrity of the manufactured home or mobile home.

2. ~~“Division” means the manufactured housing division of the department of business and industry.~~

~~—3.—~~ “Manufactured home” has the meaning ascribed to it in NRS 489.113.

~~[4.]~~ 3. “Mobile home” has the meaning ascribed to it in NRS 489.120.

Sec. 8. NAC 489.500 is hereby amended to read as follows:

489.500 As used in NAC 489.500 to 489.515, inclusive, unless the context otherwise requires, “enforcement agency” means the county or city building department or the ~~[manufactured housing]~~ division.

Sec. 9. NAC 489.610 is hereby amended to read as follows:

489.610 As used in NAC 489.610 to 489.662, inclusive, unless the context otherwise requires, the words and terms defined in NAC ~~489.612~~ **489.614** to 489.622, inclusive, have the meanings ascribed to them in those sections.

Sec. 10. NAC 489.628 is hereby amended to read as follows:

489.628 1. The administrator will not approve an instructor for a course unless he is of good moral character and, except as otherwise provided in subsection 2:

- (a) Holds a bachelor's degree or graduate degree in the area of instruction;
- (b) Teaches at a college or university within the University and Community College System of Nevada or any other accredited college or university in the area of instruction;
- (c) Is approved by the real estate division of the department ~~[of business and industry]~~ to teach courses relating to real estate; or
- (d) Has at least 5 years of full-time experience, other than clerical experience, in the area of instruction.

2. The administrator may approve an employee of the division or any other person as an instructor of a course if the administrator is satisfied that he has the knowledge and experience required to teach that course.

Sec. 11. NAC 489.612 and 489.616 are hereby repealed.

TEXT OF REPEALED SECTIONS

489.612 “Administrator” defined. “Administrator” means the administrator of the manufactured housing division of the department of business and industry.

489.616 “Division” defined. “Division” means the manufactured housing division of the department of business and industry.