

**LCB File No. R204-01**

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

EXPLANATION: Matters in *italics* are new; matters in brackets [ ] is material to be omitted

**Purpose:** To establish form of contracts to be used for sale of used manufactured home, mobile home or commercial coach.

**Authority:** NRS 489.7152

Address of Agency: 2501 East Sahara Avenue, Suite 204, Las Vegas, Nevada 89104;  
Telephone Number of Agency (702) 486-4135; Facsimile Number of Agency (702) 486-4576. Jerry Holmes, Investigator, at extension 269, is the Agency contact person  
Chapter 489 of NAC is hereby amended by adding thereto the provisions set forth as suggested sections 489.230, 489.231 and 489.232 of this regulation.

Section 489.231 (suggested). *Form of contract for sale of a used manufactured home, mobile home or commercial coach. The following form of contract for sale of a used manufactured home, mobile home or commercial coach must be used in any sale of a used manufactured home, mobile home or commercial coach. A licensee who fails to comply with this section is subject disciplinary action by the division pursuant to NRS 489.381:*

**(DEALER HEADER INFORMATION TO BE INSERTED HERE)**

<b>USED HOME PURCHASE CONTRACT</b>					
<b>PHONE:</b>		<b>DATE:</b>		<b>SALES PERSON:</b>	
<b>BUYER:</b>					
<b>ADDRESS:</b>					
<b>DELIVERY ADDRESS:</b>					
<b>MAKE</b>	<b>SERIAL #</b>	<b>SIZE</b>	<b>YEAR/MANUF</b>	<b>BD. RMS</b>	<b>BATHS</b>
<b>OPTIONAL EQUIPMENT, LABOR, &amp; ACCESSORIES</b>		<b>PRICE</b>	<b>PRICE:</b>		
			<b>BASE PRICE OF HOME</b>		
			<b>OPTIONAL EQUIPMENT</b>		
			<b>TOTAL PAGE 2</b>		
			<b>TOTAL PAGE 3</b>		
			<b>TOTAL PAGE 6</b>		
			<b>DOC FEES</b>		
			<b>SUB TOTAL</b>		
			<b>SALES TAX</b>		
			<b>NON-TAXABLE ITEMS</b>		
			<b>FEES &amp; INSURANCE</b>		
			<b>1. CASH PRICE</b>		
			<b>TRADE ALLOWANCE</b>		
			<b>LESS LOAN BALANCE</b>		
			<b>NET ALLOWANCE</b>		
			<b>CASH DOWN PAYMENT</b>		
			<b>CASH AS AGREED</b>		
			<b>2. LESS TOTAL CREDITS</b>		
			<b>3. UNPAID BALANCE</b>		
			<b>CASH SALE PRICE</b>		
<b>BALANCE CARRIED TO OPTIONAL EQUIPMENT</b>					
<p><i>This agreement contains the entire contract between Dealer and Buyer and no other representation or inducement has been made which is not contained in this contract. Buyer acknowledges receipt of a copy of this contract. Buyer has reviewed ALL SIX PAGES (6) 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 and if any portion violates the law and is unenforceable, the rest of the contract will be valid. Do not sign this agreement if it contains blank spaces.</i></p>					
<b>DESCRIPTION OF TRADE-IN</b>				<b>AMOUNT OWING:</b>	
<b>MANUFACTURER:</b>				<b>SIZE:</b>	
<b>TITLE #:</b>		<b>BD RMS:</b>	<b>BATHS:</b>	<b>COLOR:</b>	
<b>SERIAL #:</b>			<b>LIEN HOLDER:</b>		
<b>LICENSED DEALER/REPRESENTATIVES SIGNATURE _____ DATE: _____</b>					
<b>BUYERS SIG.:</b> _____		<b>SOC SEC. #:</b> _____		<b>DATE:</b> _____	
<b>BUYERS SIG.:</b> _____		<b>SOC SEC. #:</b> _____		<b>DATE:</b> _____	
<b>SELLER:</b> _____		<b>SELLER:</b> _____		<b>DATE:</b> _____	

**DISCLOSURES AND ESTIMATED MONTHLY COSTS**

<b>ESTIMATED MONTHLY HOME PAYMENT</b>	<b>\$</b>
<b>CURRENT PARK or LAND RENT</b>	<b>\$</b>
<b>TAXES ON HOME</b>	<b>\$</b>
<b>HOME INSURANCE</b>	<b>\$</b>
<b>OTHER MONTHLY COSTS</b>	<b>\$</b>
<b>TOTAL MONTHLY COSTS</b>	<b>\$</b>

**PARK APPROVAL OF BUYER:** This transaction is contingent upon approval of the buyer by the park management where applicable. All deposits will be refunded in the event park approval is not obtained.

**CLOSING DATE OF RETAIL SALES CONTRACT:** If Buyer is obtaining a mortgage loan, then Buyer will comply with all terms and conditions of any mortgage loan, including payment of all closing costs, and will close the mortgage loan escrow within two (2) days of completion of the premises. Buyer and Dealer hereby agree that the close of escrow of the mortgage loan shall be defined as recordation of the mortgage lien documents.

**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 prior to close of escrow, Buyer will indemnify and hold Dealer and Sub Contractors harmless from any and all injuries and/or damages resulting from any entry.

**POSSESSION AND KEYS:** Possession and occupancy shall be delivered to Buyer upon Completion of construction and Final funding of your loan. Dealer shall provide keys and/or means to operate all locks.

**BUYER/DEALER COOPERATION:** After closing and throughout any written warranty period included in this contract, Buyer and Dealer agrees to cooperate in scheduling appointments and by making the home accessible to contractors during regular business hours (8:00 am – 5:00 pm, M-F) at the agreed upon times. Unless otherwise required by law, the Dealer has no obligation to correct any items not caused by deficient workmanship and/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 to delay the closing of the transaction, or to demand any conditions upon the closing not specified in this agreement.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

**REMEDIES**

**DEFAULT AND REMEDIES:** If either party defaults in any respect on any material obligations under this Contract, the non-defaulting party may elect to be released from all obligations under this Contract by canceling the Contract. The non-defaulting party may thereafter proceed against the party in default upon any claim or remedy, which the non-defaulting party may have in law or equity. In the event of Buyer’s default, the amount of the deposit not to exceed actual costs expended by the Dealer may be subject to forfeiture as Dealer sole right to damages.

If Buyer or Dealer files suit against the other to enforce any provision of this Contract for damages sustained by reason of its breach, all parties prevailing in such action, on trial and appeal, shall receive their reasonable attorneys’ fees and costs as awarded by the court.

TIME is of the essence of this agreement.

**NEVADA LAW:** Nevada Law shall govern this contract.

Initials \_\_\_\_\_ Initials \_\_\_\_\_

**RECEIPT FOR DEPOSIT**

Received from \_\_\_\_\_ Date: \_\_\_\_\_  
(“Buyer”)

Print name :

AND  
OR

**Note: IT IS SOLELY THE BUYER’S RESPONSIBILITY TO DETERMINE THE FORM OF TITLE. NEITHER SELLER NOR SELLER’S AGENT ARE AUTHORIZED TO RENDER ANY ADVICE AS TO THE MANNER OF TAKING TITLE. THE DECISIONS AS TO HOW TO TAKE TITLE HAS IMPORTANT LEGAL CONSEQUENCES, INCLUDING, BUT NOT LIMITED TO, AND DETERMINATION OF TAX, INHERITANCE QUESTIONS AND COMMUNITY PROPERTY ISSUES. IF YOU NEED ADVICE REGARDING THIS QUESTION, YOU SHOULD CONSULT WITH YOUR OWN ATTORNEY OR OTHER PROFESSIONAL ADVISOR.**

**DEPOSIT:** Upon acceptance of this Agreement by Dealer, Dealer is authorized to deposit Buyer’s funds into a Trust Account. Unless otherwise provided in this Agreement, all deposit money shall be considered a part of the purchase price. In the event any check is dishonored for any reason, Dealer may at its option, be immediately released from any further obligation under this Agreement.

Amount of deposit: \$ \_\_\_\_\_ Dealer’s Receipt No. \_\_\_\_\_

Form of Deposit:  Personal check;  Cash: \_\_\_\_\_  Other: \_\_\_\_\_

**Received by:** \_\_\_\_\_  
Salesperson’s Name Salesperson’s Signature License No.

\_\_\_\_\_  
Firm Name Firm License No.

**CASH SALE:** If Buyer is paying cash for this transaction, all funds must be deposited with Dealer prior to delivery.

\_\_\_\_\_  
Buyer Date Buyer Date

\_\_\_\_\_  
Dealer Officer Date

**WALK-THROUGH AND POSSESSION RECEIPT**

YEAR \_\_\_\_\_ MANUFACTURER \_\_\_\_\_ SIZE \_\_\_\_\_

COMPLETE SERIAL NUMBER \_\_\_\_\_

*Purchaser hereby stipulates that I/we have personally inspected the manufactured/mobile home with the Dealer or his representative and that it complies with all the terms and conditions of the offer to purchase, including all amendments submitted to the above seller's agent. Purchaser further stipulates he accepts the above-described manufactured/mobile home in its present condition and at its present location and that he has not received any expressed or implied warranties from the seller or from his agent with only the following exceptions:*

**The implied warranty by dealer of working order of essential systems of manufactured home or mobile home as prescribed by Nevada Revised Statute 489.751. The following items are in working order at the time of sale.**

<i>Item or System</i>	<i>Working</i>	<i>Not Working</i>	<i>Buyer's Initial</i>	<i>Dealer's Initial</i>
<i>Heating System</i>				
<i>Air Conditioning System</i>				
<i>Electrical System</i>				
<i>Plumbing System</i>				
<i>Drainage System</i>				

**Other Exceptions And Additional Warranties:**

*(Repairs or replacements will be completed within 30 days by responsible party unless otherwise noted and agreed upon)*

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SEE ATTACHED SHEET

**I/We, the purchaser of the above property have, on this date, personally inspected said Manufactured/Mobile Home and assured ourselves regarding the condition of same.**

Date \_\_\_\_\_

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

Dealer \_\_\_\_\_ License # \_\_\_\_\_

This agreement contains all essential services/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. In order to help assure prompt delivery and proper installation of your manufactured home, there are certain responsibilities that must be fulfilled by both you and your Dealers, in order 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 or manufacturer 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. Paragraphs 3 and 4 below set forth Buyer’s responsibilities.
3. Any applicable inspections.

You 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:

- A. Electrical 100 AMP \$ \_\_\_ Per Ft. E. Water \$ \_\_\_ Per Ft.
B. Electrical 200 AMP \$ \_\_\_ Per Ft. F. Gas \$ \_\_\_ Per Ft.
C. Sewer \$ \_\_\_ Per Ft. G. Telephone \$ \_\_\_ Per Ft.
D. Television cable \$ \_\_\_ Per Ft. H. Required flood plain, or perimeter blocking: \$ \_\_\_ (actual cost)

This Agreement [ ] DOES NOT [ ] DOES contain a line-item charge, in the amount of \$ \_\_\_, for “materials.” Any unused portion of this money will be returned to you after the installation is completed, and the installation crew is paid. If you think your utility or other costs will exceed this amount, please advise the salesperson immediately, so this figure may be adjusted. You understand that the Dealer cannot be held responsible for delays, which are caused, by the weather, accidents, strikes, fires, equipment failure, delays by the manufacturer, or any other cause beyond the dealer’s control.

YOU, AS THE BUYER, ARE RESPONSIBLE FOR THE FOLLOWING:

- 1. Arrange for utility service turn-on as of the time of installation, as set forth below.
2. (A) [ ] Obtain the necessary permits for the placement of your home, or (B) [ ] I hereby authorize Dealer to obtain the permit. I agree to pay for the permit and any tap-on development fees.
3. It is your responsibility to verify that your manufactured home is compatible with the lot, CC&R’s, deed restrictions, zoning laws, and with the available utilities based on approved plans. You are responsible for the cost of cutting trees, excess site preparation costs not included in the 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. We 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 condition, settling, tape/texture cracking, etc.
4. You must make sure there is adequate access for the manufactured 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, per worker.
5. The electrical power pedestal must be installed with meter base, breaker box and necessary (Size \_\_\_ AMP) breaker, within \_\_\_ feet of the home’s electrical service, unless other wise agreed upon.
6. The water, septic tank, or sewer connection must be within \_\_\_ feet of the home’s connection point, and your portion must be pre-installed to proper code. For assistance, please contact the installer contractor.
7. If Dealer or installation company are not licensed for gas plumbing and testing of appliances and gas hookup, if it is not a responsibility of Dealer under this contract, then Buyer agrees to contract with a licensed contractor for this work and to pay such contractor directly. Dealer shall not be responsible for any work done by outside contractors.
8. Arrange for phone service and installation of phone(s) and/or Television jack(s).
9. You or your agent must be 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. Please allow \_\_\_ working days after delivery ( \_\_\_ addition days for drywall homes), before planning to move into your new home. Land/Home purchase may take up to \_\_\_ days after delivery for move in.

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_

Work Phone (Buyer 1) ( ) \_\_\_\_\_ Work Phone (Buyer 2) ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Direction: \_\_\_\_\_

