



SALES AGREEMENT

Home Consultant Name: NORA GALVAN

Buyer(s): HIDALGO CO URBAN COUNTY PROGRAM

Phone #: 956-787-8127

Address: 1916 TESORO ST PHARR, TX 78577

Delivery Address: 2809 CYNTHIA AVENUE DONNA, TX 78537

Home Info

Make: CMH TRU
 Model: GRAND
 Serial #: TBD
 Stock #: TBD
 New Used

Pricing	
Home Price	\$ 92,790.00
State Tax	
Local Tax	
TITLE FEE	130.00
MHIT FEE	183.00
Cash Price	
CUSTOM RAMP	3,200.00
UTILITY HOOKUPS	4,900.00
DEMOLISH AND DISPOSE	7,800.00
Total Package Price	\$ 109,003.00
Trade Allowance	
Less Amount Owed	
Trade Equity	
Cash Down Payment	
Less All Credits	
Remaining Balance	\$ 109,003.00

Trade Info

Make: _____
 Model: _____
 Serial #: _____
 Year: _____
 Size: Length: _____ Width: _____
 Title #: _____
 Owed to: _____
 Amount owed will be paid by: Buyer Seller

Responsibilities

Seller Responsibilities: DELIVERY, BLOCK LEVEL AND TIE DOWN TO CODE, INSTALL CENTRAL AIR, INSTALL VINYL SKirting, 1 SET OF WOODEN STEPS WITH METAL HANDRAILS FOR REAR DOOR/KITCHEN APPLIANCES AND GARAGE FOUNDATION PAD.

Buyer Responsibilities: ALL LOCAL AND COUNTY PERMITS IF REQUIRED.

Options: CUSTOM HANDICAP RAMP FOR FRONT ENTRANCE, STEP IN SHOWER FOR MASTER BATH WITH HANDICAP BARS, DEMOLISH AND DISPOSE OF EXISTING MOBILE HOME AND ALL ATTACHMENTS, ALL UTILITY HOOKUPS SUCH AS WATER, SEWER AND ELEC

Acknowledgment

New Manufactured Homes meet federal standards for design and construction, but may not meet local codes and standards. Buyer(s) agree: (1) that the terms and conditions on pages two and three are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

Signature of Buyer: _____ Date _____

Signature of Buyer: _____ Date _____

Signature of Buyer: _____ Date _____ Signature of Buyer: _____ Date _____

Seller:  Date: 05-04-23

ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
2. **SELLER & BUYER RESPONSIBILITIES. Delivery and installation:** If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
3. **DEPOSIT.** The Buyer may have paid a cash down payment to Seller. After the three-day rescission period, if Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash down payment paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash down payment shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
4. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
5. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
6. **CHANGE ORDERS.** Any changes, additions or modifications to the home, features of the home, upgrades, options, site improvements and any other aspect of this agreement shall be set forth in a written change order or a revised Sales Agreement and must be signed by the parties. Seller reserves the right to approve or disapprove, at Seller's sole discretion, any changes, additions or modifications. Buyer acknowledges and agrees that any such changes, additions or modifications may increase the purchase price and result in delays.
7. **LIMITATION OF DAMAGES.** To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** Seller is not the manufacturer of the home. **For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty.** In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. **ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
9. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

10. **ENTRY INTO PROPERTY.** Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
11. **SUPERVISION OF WORK.** Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
12. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
13. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
14. **RULES OF CONSTRUCTION.** If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.

Mobile Home Cost Breakdown

MOBILE HOME: 4 bedroom 2 bathroom \$92,790.00

WORK DESCRIPTION:

DELIVERY, BLOCK, LEVEL, AND TIE DOWN TO CODE, INSTALL VINYL SKIRTING, INSTALL CENTRAL AIR, 1 SET OF WOODEN STEPS WITH METAL HANDRAIL FOR REAR ENTRANCE, KITCHEN APPLIANCES AS SHOWN IN HOME, AND CALICHE FOUNDATION PAD.

OPTIONS: STEP-IN SHOWER IN MASTER BATH WITH HANDICAP BARS.

UTILITY HOOKUPS: \$4,900.00

WORK DESCRIPTION:

ELECTRICAL: 200 AMP POWER POLE, TRENCH OUT TO NEW HOME CONDUIT INLET, INSTALL 2"IN CONDUIT UNDER HOME, RUN FEEDER CABLES THRU CONDUIT INSIDE BREAKER BOX

SEWER TAP: TRENCH OUT FOR 4"IN SEWER TAP TO EXISTING LINE,INSTALL NEW DRAIN LINES UNDER HOME, INSTALL NEW 3"IN 2-WAY CLEANOUT

WATER TAP: TRENCH OUT FOR NEW 3/4" WATER TAP, CONNECT TO EXISTING LINE WITH 1 3/4" BYPASS CUT OUT

DEMO: \$7,800.00

WORK DESCRIPTION:

- REMOVE THE FENCE AND REINSTALL THE EXISTING FENCE
- DEMOLISH AND DISPOSE OF THE OLD MOBILE HOME AND ALL ATTACHMENTS TO THE STRUCTURE
- DEMO WOOD BUILDING ATTACHED TO HOME
- DEMO METAL CARPORT

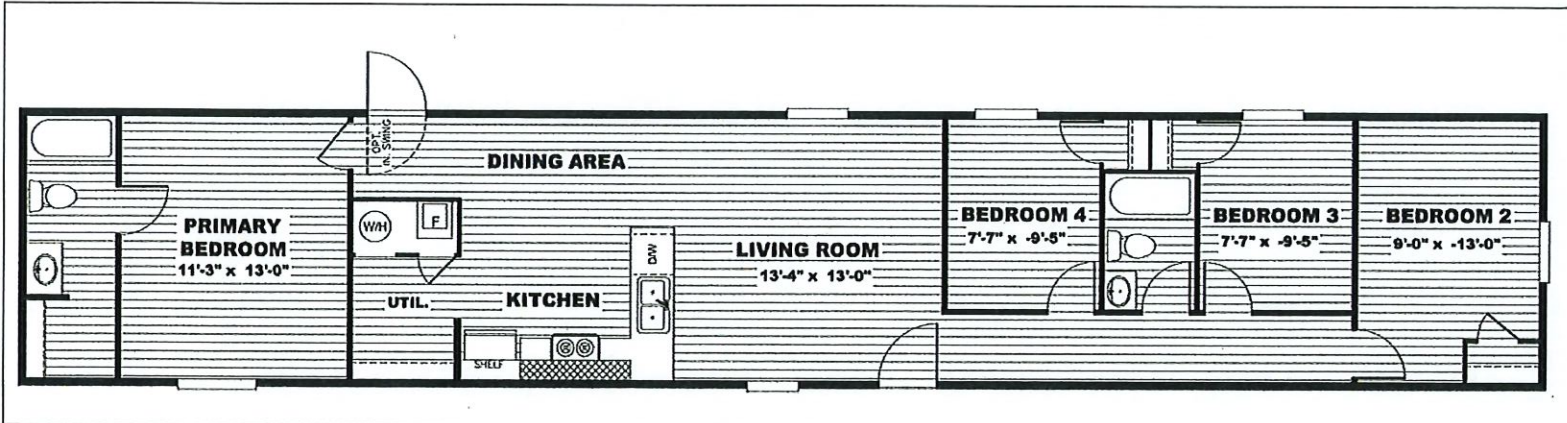
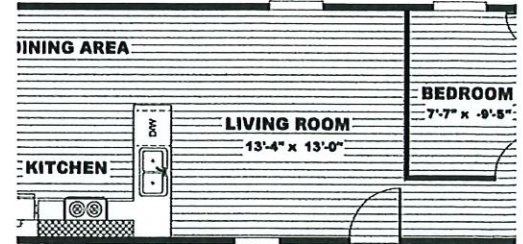
CUSTOM HANDICAP RAMP: \$3200.00

WORK DESCRIPTION:

- HANDICAP RAMP FOR FRONT ENTRANCE.



GRAND
BEL019783TX
4 beds • 2 baths
1,038 sq. ft.



(956) 464-3379

Monday - Friday: 9am - 6pm

Saturday: 9am - 5pm Sunday: Closed

CLAYTON HOMES-DONNA

3201 E EXPRESSWAY 83

DONNA, TX 78537

Our home building facilities invest in continuous product and process improvements. Plans, dimensions, features, materials, specifications, and availability are subject to change without notice or obligation. Renderings and floor plans are representative likenesses of our homes and many differ from actual homes. We invite you to tour a Home Center near you and inspect the highest value in quality housing available or call (956) 464-3379 to speak with a Home Consultant. ©2023, CMH. All rights reserved.