

Mobile Home Purchase Agreement

This **Mobile Home Purchase Agreement** ("**Agreement**") is made and entered into as of _____ ("**Effective Date**"), by and between the following parties:

Seller

Buyer

Seller and Buyer may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Seller is the lawful owner of the mobile home described in this Agreement and has the legal authority to sell it;

WHEREAS, Buyer desires to purchase the mobile home under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

2. Description of Mobile Home

Seller agrees to sell and Buyer agrees to purchase the following mobile home ("**Mobile Home**"):

Manufacturer:

Model:

Year:

Serial Number(s)/VIN:

Size:

Number of Bedrooms/Bathrooms:

Current Location:

The sale includes all fixtures, permanently installed equipment, and the following additional items, if any:

3. Closing

The closing of the sale and purchase of the Mobile Home ("**Closing**") shall take place on _____, or on such other date as the Parties may agree in writing.

Closing shall occur at _____ or remotely by electronic exchange of documents and funds, as mutually agreed by the Parties.

At Closing:

- Buyer shall deliver the balance of the Purchase Price in immediately available funds.
- Seller shall deliver duly executed title documents, lien releases (if applicable), and any other documents reasonably necessary to transfer lawful ownership.

The Parties agree to use reasonable efforts to satisfy all conditions required for Closing in a timely manner. If Closing is delayed due to circumstances beyond the reasonable control of either Party, the Closing Date shall be extended for a reasonable period necessary to complete the transaction. Unless otherwise agreed in writing, possession of the Mobile Home shall be delivered to Buyer upon completion of Closing.

4. Purchase Price and Payment Terms

The total purchase price for the Mobile Home is _____ ("**Purchase Price**").

Payment shall be made as follows:

Earnest Money Deposit: _____, payable on or before _____.

Balance of Purchase Price: _____, payable at Closing by _____.

The earnest money deposit shall be applied toward the Purchase Price at Closing. If Buyer fails to complete the purchase without lawful excuse, Seller may retain the earnest money as liquidated damages, unless otherwise prohibited by applicable law.

5. Condition of Mobile Home

Buyer acknowledges that Buyer has had the opportunity to inspect the Mobile Home prior to execution of this Agreement.

Unless otherwise stated in this Agreement, the Mobile Home is sold in its present condition as of the Effective Date. Seller makes no warranties, express or implied, regarding the condition, fitness, or suitability of the Mobile Home, except as expressly stated in this Agreement.

Seller represents that, to Seller's knowledge:

- Seller holds clear title to the Mobile Home;
- The Mobile Home is free from undisclosed liens or encumbrances; and
- There are no pending legal claims affecting ownership.

6. Title and Transfer of Ownership

Seller shall deliver to Buyer at Closing:

- Properly executed title or certificate of ownership;
- Any lien releases, if applicable; and
- Any other documentation reasonably required to transfer lawful ownership.

Ownership and risk of loss shall transfer to Buyer upon completion of Closing and receipt of the full Purchase Price.

7. Taxes, Fees, and Prorations

Seller shall deliver to Buyer at Closing:

- Properly executed title or certificate of ownership;
- Any lien releases, if applicable; and
- Any other documentation reasonably required to transfer lawful ownership.

Ownership and risk of loss shall transfer to Buyer upon completion of Closing and receipt of the full Purchase Price.

8. Default

If Buyer fails to perform Buyer's obligations under this Agreement, Seller may terminate this Agreement and retain the earnest money as provided in the Purchase Price and Payment Terms clause, or pursue any other lawful remedies.

If Seller fails to perform Seller's obligations, Buyer may terminate this Agreement and receive a refund of all amounts paid or seek specific performance or other lawful remedies.

9. Termination

This Agreement may be terminated:

- By mutual written agreement of the Parties;
- By either Party upon material breach by the other Party, provided written notice is given and the breaching Party fails to cure within _____ days.

Termination shall not affect rights or obligations that accrued prior to termination.

10. Notices

All notices required under this Agreement shall be in writing and delivered personally, by certified mail, recognized courier, or electronic mail to the addresses listed above, unless a Party provides written notice of a different address.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

Any dispute arising out of or relating to this Agreement shall first be addressed through good faith negotiation. If unresolved, the dispute shall be submitted to a court of competent jurisdiction within _____, unless the Parties agree in writing to an alternative dispute resolution process.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the sale of the Mobile Home and supersedes all prior discussions, representations, or agreements, whether written or oral. Any amendment must be in writing and signed by both Parties.

14. Assignment

Buyer may not assign Buyer's rights or obligations under this Agreement without Seller's prior written consent, except as part of financing arrangements with a lender.

15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Execution

This Agreement may be signed in counterparts and delivered electronically. Electronic signatures shall have the same legal effect as handwritten signatures.

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Mobile Home Purchase Agreement.

Seller

Buyer

Name

Name

Date

Date

Signature

Signature



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