

Model Center:	Lot 03-North Ocala	3150 NW Pine Ave, Ocala FL 34475 Phone: 352 351-3899			
Model:	Peyton				
Base Price:	88,877	28x48	3 Beds	2 Bath	Date 8/18/2021
Customer:	ALACHUA COUNTY	Customer: Kingswood			
Salesperson:	TED & DARLENE	General Manager: TED HARRIGAN			
Section	Code	Option	Price	Qty	Details
Exterior	Siding	Vinyl lap siding- White	-		Green
Exterior	Shutters & Lineals	Shutters Door side(PKG)	-		
Exterior	Dormer	No dormer	-		
Exterior	Shingles	Architectural 24-28' x 48' Weather Wood	1,375		
Exterior	Exterior Lights	Standard Exterior Lights	-		
Exterior	Frontdoor-MISC	LH-Six Panel 38x80 Door with Storm	220		
Exterior	Backdoor	RH-Cottage Door with deadbolt	94		
Exterior	Misc. door	Sliding Glass Door	1,244		
Exterior	OSB Wrap	3/8" OSB Wrap 48' foot home	688		
Exterior	Windows	Standard Insulated windows	-		
Insulation	Floor insulation	R-11-Standard Insulation	-		Dining Room
Insulation	Ceiling insulation	R-30 Insulation- for 28x48	394		
Insulation	Wall Insulation	R-11-Standard Insulation	-		
Interior	Walls-Master Bedroom	Unfinished Drywall	-		
Interior	Walls-Bedroom#2	HIAWATHA-STD-NOT AVAILABLE	-		
Interior	Walls-Bedroom#3	Bella Dove-STD	-		
Interior	Walls-Living Room	Unfinished Drywall	-		
Interior	Walls-Hall	Unfinished Drywall	-		
Interior	Walls-Dining Room	Unfinished Drywall	-		
Interior	Walls-Utility Room	Bella Dove-STD	-		
Interior	Walls-Masterbath	Bella Dove-STD	-		Utility
Interior	Walls-Bath Room #2	Bella Dove-STD	-		
Interior	Walls-Kitchen	Bella Dove-STD	-		
Interior	Cabinets-Utility Room	Wire Shelf above W/D- No Cabinets	-		
Interior	Interior Lights-Kitchen	LED Can light PKG-w/2 pendant lights	438		
Interior	Interior Lights-Kitchen-MISC	11" Ceiling light Above Sink	-		
Interior	Interior Lights-Master Bed Room	Wired for ceiling fan w/switch (PKG)	-		
Interior	Interior Lights-Bed Room #2	Wired for ceiling fan w/switch	44		
Interior	Interior Lights-Bed Room #3	Wired for ceiling fan w/switch	44		
Interior	Interior Lights-Living Room	Wired for ceiling fan w/switch (PKG)	-		
Interior	Interior Lights-Dining Room	11" Ceiling Light (PKG)	-		
Interior	Interior Lights-Utility Room	11" Ceiling light (PKG)	-		
Interior	Interior Lights-Master Bath	3-ARM LIGHT (PKG)	-		
Interior	Interior Lights-BathRoom #2	2- ARM Light (PKG)	-		
Interior	Interior Lights-Package	Upgrade interior light package	125		
Interior	Rafters	Standard-24" O.C. Rafters ALL	-		
Interior	Flooring	Standard-OSB Flooring	-		
Interior	Floor Joists	24" OC Floor Joist-Standard	-		
Interior	Window sills	Deluxe window sill-(package)	-		
Interior	Doors-Interior	Opt door to bath, Unility, Etc.	125		
Interior	Blinds & Plantations	mini blinds -STD	-		
Interior	Drape Packages	Level 3- 48' long-Grey	563		
Interior	Deluxe Base molding (not Painted)	Deluxe 3 1/4 Base molding 48'	500		
Interior	Custom Crown Molding(Painted)	Custom Crown for-28x48	531		
Masterbath	Linen Cabinet/Closet-Mbath	3 door linen cabinet	156		
Masterbath	Masterbath Lav.	Double Lav w/bank of drawers	188		
Masterbath	Formica Top-Masterbath	SPICEWOOD-NO LONGER AVAILABLE	-		
Masterbath	Faucet-Mbath.	Single lever Tub & Shower (PKG)	-		
Masterbath	Tub-Masterbath	Island Corner Tub	-		
Masterbath	Shower-Masterbath	54" 1 PC F/G shower- w/Sliding door (Enclosed)W/Seat	625		
Masterbath	Commodes-Masterbath	Handicap Commode	200		
Masterbath	Backsplash-Masterbath	BLACK OXIDE-ONE ROW ON LAV & TUB-NOT AVAILABLE	175		
Bathroom #2	Formica Top Bath#2	SPICEWOOD-NO LONGER AVAILABLE	-		
Bathroom #2	Faucet-2nd bath.	Single lever Tub (STD)	-		
Bathroom #2	Tub-Bath#2	1 PC tub/shower-(w/curtain)	438		
Bathroom #2	2nd bath Lav.	Single Lav-Standard	-		
Bathroom #2	Commodes-Bathrm#2	Handicap Commode	200		
Bathroom #2	Backsplash-Bathrm#2	BLACK OXIDE-ONE ROW ON LAV-NOT AVAILABLE	63		
Bathroom #2	Bathroom #2-Misc	Linen Cabinet Hall (PKG)	100		
Bathroom #2	Bathroom #2-Misc.	Linen Cabinet Above Commode	-		
Kitchen	Formica Top-Kitchen	SPICEWOOD-NO LONGER AVAILABLE	-		
Kitchen	Faucet-Kitchen	Standard	-		
Kitchen	Sinks-Kitchen	Deep Sink	75		
Kitchen	Dishwasher	Deluxe Dishwasher(Package) Stainless	-		
Kitchen	Microwave	Stainless Micro(Package)	-		

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Customer:	ALACHUA COUNTY	Customer:		
Salesperson:	TED & DARLENE	General Manager:		
		TED HARRIGAN		
Section	Code	Option	Price	Qty
Kitchen	Range-Kitchen	Elec. Smooth top stainless(PKG)	-	
Kitchen	Refrigerator	22 stainless(package)	-	
Kitchen	Backsplash-Kitchen	BLACK OXIDE-ONE ROW ON TOP & STOVE-NOT AVAILABLE	375	
Kitchen	Appliance Package	Custom upgrade PKG-I- (Stainless Steel)	2,869	
Kitchen	MISC-Kitchen.	Island W/Raised Snack Bar & Black Bead Board On Base	-	
Kitchen	MISC-Kitchen..	Option Kitchen	375	
Kitchen	MISC-Kitchen...	Décor Glass Pantry Door	282	
Utility Room	Water Heater	30 gal- STD	-	
AMPS	AMP Service	200 amps	-	
Foyer Entry	Vinyl Foyer Entry	Vinyl Foyer entryway(PKG)	-	
Hose Bibs	Hose bibs	Hose bibs \$63 each (ON SIDE WALLS ONLY)	63	1
Cabinets	Cabinet-(All Home)	Cherry-NOT AVAILABLE	625	
Floor covering	Vinyl-Total-Lineal ft	DF-9661-Vinyl Lino	231	33
Floor covering	Vinyl Flat bar-per 7 ft stick	Lino Bar (\$44. per 7 ft sticks)	132	3
Wind Zone	Wind Zones	Standard zone II	-	
Tape & Texture	MISC. 3rd Party T & T	Living Room, D/R, Master	4,500	
Package	Packages	Special option package II (KINGSWOOD ONLY)	1,244	
Miscellaneous	MISC.	Black Bead Board 2 Walls In Dining Room	188	
Miscellaneous	MISC..	Ship Ceiling Beams In Close Up	-	
Miscellaneous	MISC.....		-	
		Total Options	19,489	
		Base Price	88,877	
		Total Options	19,489	
		Total Price	108,366	

Signatures	
Salesperson <u>X</u>	Customer <u>X</u>
Gen Manager <u>X</u>	Customer <u>X</u>



Customer Cost Worksheet

Customer ALACHUA COUNTY
 Phone _____
 Phone _____

Date: 8/18/2021
 Customer _____
 Model: Peyton Size: 28x48

TOTAL COST BREAK DOWN

Base Price of Home	88,877.00	
Processing Fee	287.00	
Total Cost of Upgrades	19,489.00	
Land Improvement	-	
Home Care Plus (\$888)	-	
Subtotal Less trade & HCP	108,653.00	
Subtotal	108,653.00	
Sales Tax	6,519.18	6%
Discretionary Tax	50.00	
<i>(Home Care Plus is not taxable for Cash deals)</i>		
Total Home Price	\$115,222.18	

ESTIMATED PROPERTY IMPROVEMENTS

Septic	-
Electrical	1,685.00
Culvert	-
Permits	1,750.00
Impact Fees	-
Well	-
Plumbing	1,200.00
Pad/Dozer	2,850.00
Clearing	-
Apron	-
Grading	-
Misc	-
Misc	-
Total Land Improvements	\$7,485.00

Trade In		Payoff		Net Trade	
Land in Lieu Value	80%	Payoff		Net Land	

Total Home Price	115,222.18
Land Improvements	7,485.00
Land Purch/Payoff	-
Cash Down Payment	-
Net Trade In	-
Tag & Title	350.00
Due at Closing	\$123,057.18

N/A if Land in Lieu or Home Only

Signatures

Salesperson X Customer X
 Gen Mgr X Customer X



Upgrade Worksheet

Loan # _____ Upgrade Date 8/18/2021
3150 NW Pine Ave, Ocala FL 34475 Phone: 352 351-3899

Salesperson TED & DARLENE GM: TED HARRIGAN Lot 03-North Ocala

Customer

Customer (s) ALACHUA COUNTY
Phone #'s 352-384-3190 / _____ Email _____
Mailing Address 915 SE 5TH ST City GAINESVILLE St FL Zip 32601
Property Address 12510 US HWY 441 City MICANOPY St FL Zip 32667
County ALACHUA Parcel # _____ Acres _____

Home

Model Name: Peyton Make: Nobility Series: Kingswood
Year: 2022 Size 28x48 Serial # _____ Home Options \$19,489.00
Bedrooms: 3 Beds Bathrooms: 2 Bath Misc _____

Upgrade Additions	Cost	Upgrade Subtractions	Cost
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
	-		-
No Modular Setup	-		-
	-		-
Total Additions		Total Subtractions	

Total of Home Options	\$19,489.00
Upgrade Additions	
Upgrade Subtractions	
Total Cost of Upgrades	\$19,489.00

Signatures

Salesperson X Customer X
Gen Mgr X Customer X

PART 1. PURCHASE AGREEMENT

CONSUMER DISPUTE RESOLUTION

"The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailers, or installers concerning defects in manufactured homes. Many states also have a consumer assistance or dispute resolution program. For additional information about these programs, see sections titled "Dispute Resolution Process" and "Additional Information-HUD Manufactured Home Dispute Resolution Program" in the Consumer Manual required to be provided to the purchaser. These programs are not warranty programs and do not replace the manufacturer's or any other person's warranty program."

A. PARTIES:

DATE PREPARED: 8/18/2021

1	Prestige Home Centers, Inc.	3150 NW Pine Ave, Ocala FL 34475	Phone: 352 351-3899
2	Buyer:	ALACHUA COUNTY	Phone: 352-384-3190 Alt Phone:
	Buyer:		Email:
	Buyers Address:	915 SE 5TH ST	City: GAINESVILLE State: FL Zip: 32601

B. AGREEMENT TO PURCHASE

Buyer agrees to purchase from Seller under the terms and conditions specified in this document following the described property

C. PROPERTY DESCRIPTION:

New	Used	Brokered	Single	Double Sec.	Triple Sec.
Make	Nobility	Year	2022	Model	Kingswood
Display Model	Serial #	Floor L x W	28x48	Closing Date:	TBA

Together with the furnishings, accessories and service indicated hereon. Even though the property is identified by Serial No. or as "factory order" the seller may substitute any other property which otherwise meets the description and specifications set forth hereon. See also Part II, Paragraph 2 & 4d.

D. RECORD OF TRANSACTION

1	Price of home including additions and deletions	\$	108,366.00	Home price excludes tires, wheels, axles, air conditioning, heating, skirting, steps & furniture unless listed here as an addition
2	Deliv. To home site & set up subject to Part II Paragraph 6 and Part IV of set up & site Requirements Agreement	\$	287.00	Standard Delivery and Set up
	SUB TOTAL	\$	108,653.00	Standard Wooden Steps 2 Sets Std
3	Sales Tax: 6% (Excludes Gross Trade Value)	\$	6,519.18	A/C and Heat Size: 3.5 Ton w/ 15K heat strip
	Discretionary Sur Tax	\$	50.00	Skirting: Vertical White Std
	Total Improvements: (see adjacent column)	\$	7,485.00	
	TOTAL PRICE OF HOME	\$	122,707.18	

4. Cash Down Payment

Date	CR #	\$		Move on permits and fees. Homeowners insurance. Electrical Hook ups
Date	CR#	\$		Vent dryer to outside of skirting. All lot preparations - Site must be crowned
Date	CR#	\$		Property improvements to be customers responsibility unless allowances made below. Any amount higher than the allowance stated will be the customer's responsibility.

5. Trade-In Allowance-Gross (see below)

6	Less Payoff Debt (balance owing)	\$		ALLOWANCES FOR PROPERTY IMPROVEMENTS:
7	Net Trade-In Allowance (Buyers Equity)	\$		Septic
	TOTAL DOWN PAYMENT	\$		Electrical
	UNPAID BALANCE OF HOME PRICE	\$	122,707.18	Culvert
8	M/H Insurance 12 mo Estimate	\$		Permits
9	Title/License/Lien Fee	\$		Impact Fees
10	Misc	\$	350.00	Well
11	Mtge Tax / Doc Stamp Fee	\$		Plumbing
12	Flood Certification	\$		
13	Closing Costs / Points	\$		
14		\$		

TOTAL UNPAID BALANCE DUE BEFORE DELIVERY. Subject to Part II, 3 & 12

		\$	123,057.18	When required standard delivery and set up is based on your soil density of 3000 pounds. Off-road equipment needed to deliver or spot the home shall be at customers expense. Further specifications attached
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Trade-In s: Manuf Home

Debt to be paid by: Seller	Buyer	ACC#	
Debt owed to:	Phone#		
Year:	Model:	# BR & BA:	
Size:	Serial No. or Address:		

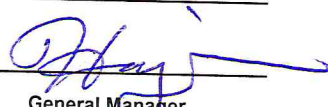
Trade-In

Appliances	Skirtings	Drapes	Carpets
Includes: Furniture	A/C Heat	Porches and/or steps	

F. ENTIRE AGREEMENT CONTRACT PARTS

<p>This Agreement includes Part II, Terms and Conditions on the reverse side of this sheet and all other written terms, conditions and understandings accepted by the parties as part of this transaction which are deemed to comprise a single contract document and constitute the entire agreement of the parties. Each paragraph and provision of this contract and all parts hereof is severable; If one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.</p> <p>G. PRIOR AGREEMENTS, MODIFICATIONS: This Agreement supersedes all prior negotiations, orders, offers, agreements and representations, either oral or written. In Particular, this Agreement totally supersedes and replaces the similar agreement of the parties dated 20. This agreement may be modified or partly superseded by later written agreement of the parties attached hereto and incorporated herein.</p> <p>H. FINALITY OF SALE CONDITIONS: The sale agreed upon herein is unconditional, final and binding on the parties according to the terms stated in the various parts hereof, EXCEPT FOR THE FOLLOWING CONDITIONS ONLY IF (1) contemplated financing, if any, is not obtainable by any means at a rate not greater than 18% simple interest, or if (2) the Seller is unable to deliver the property substantially as specified, or if (3) N/A, then in such case only, Buyer and Seller may elect to cancel the sale and Buyer shall then be entitled to a refund of payments made and/or the net true value of the trade-in received by the Seller less any direct costs incurred by Seller in processing this order or in applying for financing.</p>	<p>I. TRADE IN: If on receiving possession of the trade-in property by the Seller there has been a material change in its furnishings, accessories or physical condition from initial appraisal, normal wear and tear excepted, then the Seller may make a reappraisal. Said reappraisal then determines the trade-in allowance. THE BUYER WARRANTS SUCH PROPERTY TO BE HIS PROPERTY, FREE AND CLEAR OF ALL LIENS AND LICENSE FEES AND ACCOUNT SHORTAGES, EXCEPT AS OTHERWISE NOTED HERE, AND THE BUYER WARRANTS THE TOTAL AMOUNT THEREOF TO BE NO GREATER THAN STATED IN THIS AGREEMENT. Necessary connections and adjustments concerning changes in net payoff on trade-in shall be made at the time of settlement. The values allowed herein for trade-in may be arbitrary and may differ from actual fair market value by mutual agreement for the purpose of this transaction. Therefore in the event of rescission or cancellation of the sale the parties are not bound by such allowance. If the trade-in consists of real estate, then details of the trade-in transaction and an itemization and calculation of allowances for same are set forth on the attached Real Estate Trade-In Agreement and Closing Statement, which is made a part of this Agreement. The Buyer agrees to deliver the original bill of sale or the title to any property traded in as partial payment along with the delivery of said property and the keys for same to Seller's premises.</p> <p>J. In the event the Buyer has not paid in full by the mutually agreed upon date, the Buyer will pay the Seller interest at the highest legal rate per month on the unpaid Balance until payment is made in full.</p>
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K. ASSENT:

<p>1 Acceptance by Seller</p> <p>Salesperson TED & DARLENE</p> <p>Accepted By: </p> <p>Title: General Manager</p> <p>Not binding on Seller until signed by an officer or the management of Seller</p>	<p>2. Offer to Purchase by Buyer: I/we agree to this sale, having read and understand the items and conditions on the reverse side hereof and all other parts of this document and acknowledge receipt of a copy thereof.</p> <p>Buyer _____</p> <p>SSN _____</p> <p>Buyer _____</p> <p>SSN _____</p> <p>Date Signed _____</p>
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PART II
TERMS AND CONDITIONS OF SALES

It is further understood, and agreed that this contract is subject to the following conditions which have been mutually agreed upon:

1. **Buyer's Age.** The buyer(s) certifies that he / she is 18 years of age or older.
2. **Changes by Manufacturer.** In the case of factory orders: If the manufacturer of the property makes or has made design or specification changes in the model line described in Part 1, section C, the Seller may but is not obligated to incorporate such changes in the property sold. The Seller may increase the price of the property by the amount of any increases charged to the seller by the manufacturer, but the Buyer may then elect to cancel the sale unless the Seller agrees to sell at price stated in Part 1. If the property as delivered to the Seller from the manufacturer differs in design, color, style, construction, materials or in other such ways from the description and specifications of the sale, the Seller shall have a reasonable time to make the property conform to the description. If the Seller does not make the property so conform this sale will nevertheless remain binding on the Buyer so long as (a) the property as delivered is functionally equivalent or better and (b) the Buyer cannot clearly demonstrate the property as delivered materially deviates from the Buyer's esthetic or style preference as specified in Part 1.
3. **Delivery Date delays.** The Seller shall not be liable for delays in delivery of the property or any of its accessories or component parts by the manufacturer, the carrier, sureties, accidents, fires or other causes beyond the control of the Seller. Failure of the Seller to deliver the property on the anticipated delivery date for any reason shall not be grounds for cancellation of the sale, but if it is not delivered by the absolute delivery deadline, THE BUYER SHALL HAVE THE SOLE ELECTION OF WAIVING THE DELIVERY DEADLINE OR CANCELLING THE SALE. Election to cancel must be made prior to delivery of the property at the place of delivery shown in Part 1. E. by giving the Seller at least 10 days advance written notice of intent to cancel. Completion of delivery within 10 days of said notice is deemed timely. The Seller shall have an additional 20 days after timely delivery and after completion of the Buyer's set-up and check-out obligations to complete set-up of the property. The property will not under any circumstances, however, be delivered until it has been paid for in full. Therefore, any delay in completion of financing and/or payment not caused or contributed to by the fault of the Seller shall correspondingly extend the delivery date and deadline otherwise provided for herein or agreed upon.
4. **Exclusion of Warranties.** NO WARRANTIES EXPRESSED OR IMPLIED ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY THE SELLER ON EITHER NEW OR USED UNITS EXCEPT AS FOLLOWS. (a) Manufacturer's warranty. The Seller shall give to the Buyer at the time Buyer completes the final home check-out copies of any and all written warranties covering the within described unit, or any appliance component therein which have been provided by the manufacturer of the unit or appliance or component respectively. The Seller makes no warranties whatsoever except as set forth in subsection (B) below. The terms of any manufacturers are not a part of this agreement and are not adopted by Seller. Buyer understands Seller is not the Agent of the manufacturer and assumes no responsibility for Manufacturer's warranty or obligation under law. (b) Seller's Limited Warranty. The seller shall give to Buyer at the time Buyers signs this purchase agreement a copy of the seller's limited warranty for installation services performed by Seller. Said warranty is incorporated herein as if set forth in full. Said Warranty, including merchantability and fitness for use or particular purpose, is the sole warranty, expressed or implied, provided by the Seller except as otherwise required by law. (c) Consequential Damages. Under no circumstances shall any warranty arising out of this transaction extend to render the Seller liable for any consequential damages or losses for personal injuries or property damage or loss of use of property, loss of time, profits or earnings unless and to the extent only that the same are recovered by liability insurance in force in favor of the Seller. (d) Model Year and Dimensions. There is some lack of uniformity and uncertainty among manufacturers as to the method and criteria designating the model year and measuring the dimensions of manufactured homes. Therefore, those descriptions appearing on Part 1 hereof are sometimes arbitrary approximations based on information available to the Seller at the time of Sale and any designation within one year of the correct model year or any description within 4 feet of the correct length and 3 feet of the correct width of measurement of the property shall not be grounds for a claim for damages or cancellation by the Buyer.
5. **Insurance.** This agreement does not provide for any casualty, liability or life insurance except as may be specifically stated and included herein. The Seller assumes no responsibility for binding any insurance coverage.
6. **Set-up Responsibilities.** Each Party has specific responsibilities for site preparations, delivery and set-up as defined in Part IV, Set-up and site Requirements Policy. The price quoted for, or including, set-up and delivery anticipates normal set-up and delivery procedures and cost as outlined in Part IV. Any excess time, distance, materials, equipment or crew will be charged as an extra and will be entirely the responsibility of the Buyer as stated therein.
7. **Liquidated Damages.** The parties recognize that the Seller's damages in case of non-acceptance or repudiation by the Buyer are difficult to ascertain and prove and that a measure of damages limited to a "loss of the bargain" concept would be inadequate. Therefore, pursuant to the laws of this State in such case the Seller's measure of damages includes, besides its direct cost and incidental damages, a "liquidated damages allowance," which allowance is agreed to be 20 percent of the adjusted sale price of the property (Item D.1, Part 1. Earnest Money Agreement, on the face hereof). Further, in such case the Seller shall be entitled to retain such portion of the down payment as equals the total of said damages and / or to sue for deficiency if any.
8. **Default-Acceleration of Payments.** Time is of the essence of this Agreement, and it is mutually agreed that in the event the Buyer shall fail to timely comply with any term herein, then the Seller may at its option take legal action to recover any delinquent payment or declare all unpaid balances due and owing and take legal action to recover the same.
9. **Arbitration of Disputes.** Disputes arising out of this agreement are subject to compulsory and binding arbitration in accordance with the following provisions and conditions. (a) Enforcement. Upon the election and written demand by either party showing the existence of a bona fide controversy and to the full extent permitted by law, arbitration shall be the exclusive procedure for resolving disputes and shall be a condition precedent to maintaining any suit. Arbitration shall be commenced and enforced pursuant to and consistent with the provisions of 15. U.S.C. § 1 et seq (b) Scope of Arbitration. Arbitration shall extend to and the arbitrator shall have the power to decide all matters and issues of fact and / or law including but not limited to the existence of validity of the Agreement as a contract including the issue of fraud in the inducement or its construction, performance or breach, enforceability, operation or duration. The arbitrator shall give full force and effect to all law full terms of this Agreement whether expressed or implied in fact. The arbitrator shall further have the power to decide the appropriate remedies, including damages, restitution, awarding of interest, cost and reasonable attorney fees and cost of arbitration. Arbitration shall not be binding on or extend to any lender or any other third party who has acquired rights arising out of any financing or consumer credit contracts and / or security agreements which may be part of or supplement this Agreement.
10. **Attorneys' Fees.** In the event it becomes necessary for the Seller to retain an attorney to undertake action to induce or enforce performance of obligations of the Buyer arising out of this transaction, then the Buyer shall be responsible for paying the Seller's reasonable costs, as hereinafter defined, of inducing or enforcing the Buyer's obligations. In the event it becomes necessary for the Seller to retain an attorney to defend any action brought by the Buyer arising out of this transaction, then the Buyer shall be responsible for paying the Seller's cost, as hereinafter defined, but only to the extent the Seller is the prevailing party in such action. The Seller shall be considered the prevailing party if the Buyer fails to obtain judgement in excess of any good faith written settlement offer made by Seller. Any such settlement offer shall not be admissible into evidence except after trial for the witness, court reporter and all other necessary and normal investigation, travel, operation and related expenses of
11. **Venue, Applicable Law and right to Jury Trial.** Venue for proceeding to enforce this Agreement or any arbitration in any way related to the purchase and sale of this manufactured home shall be in Marion County, Florida. This Agreement shall be constructed under the laws of the state of Florida and under any applicable laws of the United States of America and rules and regulations promulgated pursuant thereto. Buyers also waives the right to trial by jury in any action arising out of or in any way related to the purchase and sale of this manufactured home.
12. **Failure to receive such funds shall not excuse the Buyer nor void the sale.** (b) Terms of Financing. If the sale is to be financed, the buyer must advise the Seller in writing as soon as known or determined what are the proposed or anticipated terms of financing, especially as to the interest and other finance charges, terms, monthly payments and any other financing requirements of the Buyer. Thereafter a security agreement or other consumer credit contract will be executed by the parties and the terms thereof are incorporated herein as Part VI of this contract. To the extent only that the terms of a security agreement or other such subsequent agreement conflict with the terms hereof, this Agreement is deemed modified, corrected and/or superseded, as the case may be, so as to be consistent with such security agreement or other subsequent agreement. Except as so modified, this Agreement remains in full force and effect according to its terms. (c) Source of Financing. The Seller may arrange financing if requested by the Buyer or the Buyer is free to make his own arrangements for financing. If the Buyer arranges for financing and is unable to qualify for or otherwise obtain such contemplated financing, he shall promptly notify the Seller and the Seller shall be given the opportunity to arrange financing on the terms consistent with those contemplated by the Buyer, and not less favorable to the Buyer. A loan application may be submitted by the Seller to more than one lender. All lending institutions with whom the seller does business are "equal opportunity lenders" who operate under rules and regulations established by Federal and State law. (d) Facilitation of Financing. Regardless of what source of financing may be contemplated, the Buyer will immediately apply for financing and will promptly and truthfully fill out all required loan applications, credit reports and financial statements and will execute and complete such documents, pay such cost and take all other steps as may facilitate the speedy closing of the sale and loan transaction. Failure of the Buyer to diligently pursue all steps required for financing shall
13. **Title.** Title to the property shall remain in the Seller, until the agreed purchase price thereof is paid in full. If a time payment contract or security agreement has been executed, legal title shall remain in the seller or financing institution until all payments which are required to be paid by the Buyer are paid in full. Risk of loss passes to the purchaser in a cash sale at the time title to the property passes to the Buyer or at the time of delivery, whichever is earlier. Risk of loss passes to the purchaser in a credit sale at the time of delivery of the unit.

Buyers
Initials