

## MOBILE HOME PURCHASE AND SALE AGREEMENT

This is a model agreement that is provided and preferred by Islander Residents Association.<sup>1</sup>

This Mobile Home Purchase and Sale Agreement (the "Agreement") is entered into by and between the undersigned Buyer ("Buyer") and the undersigned Seller ("Seller") and is effective as of the date written above this Agreement's signature blocks (the "Effective Date"). For and in consideration of the covenants, agreements, and obligations hereinafter set forth, Seller and Buyer do hereby agree as follows:

1. Purchase and Sale of Mobile Home. On the terms and conditions hereinafter set forth, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, that certain mobile home, described as follows (the "Mobile Home"):

\_\_\_\_\_ (model) MOBILE HOME, \_\_\_\_\_ FEET by \_\_\_\_\_ FEET, VIN # \_\_\_\_\_, LOCATED ON LOT # \_\_\_\_\_ IN PARK PLACE MOBILE HOME PARK, AT \_\_\_\_\_ MADRONA WAY, BAINBRIDGE ISLAND, WASHINGTON 98110;

TOGETHER WITH Seller's entire right, title, and interest under that certain Proprietary Lease, dated \_\_\_\_\_, for Lot # \_\_\_\_\_ (the "Lot") in the Park Place Mobile Home Park, also known as \_\_\_\_\_ Madrona Way, Bainbridge Island, Washington 98110, or any replacement lease thereof that may be executed by the Association (as defined below) to the Buyer, on terms acceptable to Buyer (the "Lease");

TOGETHER WITH Seller's entire right, title, and interest in and to that certain Membership Agreement in the Islander Residents Association, a Washington nonprofit corporation (the "Association"), as represented by Membership Certificate No. \_\_\_\_\_ (the "Certificate"); and

For purposes of this Agreement, the Mobile Home, the Lease, and the Certificate are collectively referred to as the "Property."

2. Agent Fees and Commissions. If Buyer is using a real estate or other type agent who will expect payment out of the Purchase Price at Closing, Buyer must disclose the name of that real estate agent and the agent's expected payment below or pay the agent with Buyer's own funds.

3. Purchase Price. The price for the Property, to be paid by the Buyer to the Seller, shall be \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (the "Purchase Price"). The Purchase Price shall be paid in cash at Closing. The Purchase Price is the total amount that Buyer is paying for Seller's Mobile Home, Certificate, and Lease. When determining the Purchase Price, Seller should be cognizant of Section 9.b of this Agreement.

4. Deposit. Upon mutual execution of this Agreement by Buyer and Seller, Buyer shall deposit \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (the "Deposit") into an escrow account with the escrow department of \_\_\_\_\_

<sup>1</sup> IRA provides no warranties or assurances regarding the protections for Buyer and Seller in this Agreement. Each party should review this Agreement with legal or other counsel to make sure they find the Agreement acceptable.

\_\_\_\_\_, attention \_\_\_\_\_ (the "Escrow Agent"), which Deposit (and any interest earned thereon) shall be delivered to Seller at Closing and credited toward payment of the Purchase Price. Buyer represents that Buyer is purchasing the Property solely for personal, family, or household purposes. IF THE BUYER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY AT CLOSING, THEN THE DEPOSIT (AND ANY INTEREST EARNED THEREON) SHALL BE FORFEITED TO THE SELLER AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE FOR SUCH FAILURE.

5. Title Status. Seller warrants to Buyer that, to the actual knowledge of Seller, the Seller owns the Property free and clear of any lien, security interest, encumbrance, or claim of any kind, other than any security interests created pursuant to this Agreement.

6. Review Period. From the Effective Date through a period of \_\_\_\_\_ days thereafter (the "Review Period"), Buyer and Buyer's designated agents shall have reasonable access to the Property (with at least 48 hours of prior notice to Seller) in order to inspect, test, and investigate all portions of the Property, which may include physical and structural inspection, environmental testing, and pest inspection (provided no such inspections shall be intrusive or destructive without prior permission of Seller, in Seller's sole discretion). Buyer agrees to indemnify and defend Seller, and hold Seller harmless, from and against all costs, liens, and obligations that might arise related to such inspection activities and all damages or losses caused by the negligence of Buyer or its agents in connection with any of the foregoing inspection activities. If Buyer, in its sole discretion, finds the condition of the Property or its title or any other aspect of the Property to be unacceptable and delivers written notice of termination to Seller before the end of the Review Period, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and the parties shall have no further obligations to each other (except for Buyer's indemnity obligations under this Section 6, which shall survive such termination or Closing).

7. Association Approval of Buyer. The Closing of this Agreement is contingent upon the Association approving Buyer as a new Member of the Association. If the Association does not approve Buyer, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and the parties shall have no further obligations to each other (except for Buyer's indemnity obligations under this Section 6, which shall survive such termination or Closing).

8. Other Conditions on Closing. The Closing of this Agreement is also conditioned upon any other conditions contained in **Exhibit B**. Buyer and Seller must include in each condition in **Exhibit B**, if there are any such conditions, a clear statement that explains (a) whether Buyer or Seller will keep the Deposit or pay any other fees or damages if the condition is not met AND (b) by what date the condition must be met.

#### 9. Closing.

a. The Closing of the transaction described in this Agreement shall take place on \_\_\_\_\_, 20\_\_, or at such earlier time and day as the parties agree (the "Closing Date" or "Closing"). The Closing shall occur through the escrow services of the Escrow Agent. The Parties acknowledge that, regardless of what closing date is written in this Section, the Closing can not occur until or unless IRA has approved the Buyer.

b. At Closing, Seller shall pay all excise taxes (equal to 1.78% of the sale price) and THE ASSOCIATION'S TWO AND ONE-HALF PERCENT (2.5%) TRANSFER FEE UP TO A SALE PRICE OF \$175,000. All escrow fees, recording/filing fees, and all other settlement and closing costs, shall be paid equally by the parties, with each paying one half of such costs. All

personal property taxes and other assessments related to the Property, all utility and other services to the Property (if any), and all other charges, costs, and expenses of any nature related to the ownership of the Property shall be prorated between the parties as of the Closing Date, including without limitation all fees due to the Association.

c. At Closing, Seller shall:

i) Execute and deliver to Escrow Agent a Bill of Sale, in the form attached hereto as **Exhibit A** (the "Bill Of. Sale"), conveying Seller's entire right, title, and interest in the Mobile Home to Buyer, without warranty or recourse of any nature;

ii) Execute an IRA Membership Agreement and a Proprietary Lease. Escrow Agent will prepare and present this Membership Agreement and this Proprietary Lease to Seller for execution.

iii) Deliver to Escrow Agent the original Mobile Home title certificate, together with an application for title transfer and such other documentation customarily required by Escrow Agent to complete the transfer contemplated hereunder;

iv) Execute and deliver to the Escrow Agent a Mobile Home Excise Tax Affidavit and pay all excise taxes due upon the Closing; and

v) Deliver possession of the Mobile Home to the Buyer.

d. At Closing, Buyer shall:

i) Pay the entire Purchase Price;

ii) Pay all fees, expenses, and other sums due by Buyer hereunder;

iii) Provide Escrow Agent with a copy of any mortgages or liens that have attached or will attach to the Property;

iv) Provide Escrow Agent with a copy of the homeowners insurance policy that Buyer has purchased to cover the Mobile Home; and

v) Execute and deliver to Escrow Agent the Mobile Home Excise Tax Affidavit together such other documentation customarily required by the Escrow Agent to complete the transfer contemplated hereunder.

**10. Warranty Disclaimer.** Buyer acknowledges that Buyer is being provided ample opportunity during the Review Period to inspect, test, and investigate all portions of the Property, including physical and structural inspection, environmental testing, and pest inspection, and Buyer hereby irrevocably agrees that all aspects of the Property are entirely acceptable to Buyer. **In consideration of the foregoing, Buyer hereby expressly agrees and acknowledges that Seller is selling the Property to Buyer AS IS, WHERE IS, AND WITH ALL FAULTS. Except as expressly stated herein to the contrary, Seller makes no representations or warranties of any kind, express or implied, concerning the Property or its condition, value, boundaries, compliance with laws, or any other matter or aspect of the Property, and no person or entity representing or claiming to represent Seller has made any such representations or warranties concerning the Property.** Without limiting the generality of the foregoing, Buyer understands and agrees that no representation or warranty is provided concerning the year, model or size of the Mobile Home, that above

description of the Mobile Home is merely used for convenience in describing it without any warranty implied. Buyer and Seller agree that the obligations of RCW Chapter 64.04, to provide a "Disclosure Statement," do not apply to the same of a Mobile Home, and in any case, Buyer and Seller agree to waive any such disclosure statement requirements in light of Buyer intimate familiarity with the Mobile Home. The terms of this Section shall survive indefinitely after Closing.

11. Included Property. The following items of personal property currently located within or around the Mobile Home, to the extent owned by Seller, are included in the definition of the Property to be sold hereunder, whether or not affixed to the Mobile Home, all at no additional cost to Buyer:

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(enter "NONE" if none).

12. Casualty Loss/Condemnation. In the event of any condemnation or casualty loss which effects, damages, or alters all or any material portion of the Property prior to Closing (not including any such loss that might be caused by Buyer), Buyer shall be entitled to terminate this Agreement (at Buyer's option and sole discretion) by written notice to Seller. In that event, the entire Deposit shall be refunded to Buyer and the parties shall have no further obligations to each other.

13. Miscellaneous.

a. This Agreement and all of the terms, provisions, and covenants contained herein shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective successors, assigns, and heirs. No rights or interests under this Agreement shall be assigned without the written consent of both parties.

b. This Agreement (and agreements executed as exhibits hereto or otherwise executed at Closing) contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written and oral negotiations, representations, agreements, or arrangements between the parties. This Agreement shall not be varied, amended, or superseded except by written agreement between the parties hereto.

c. This Agreement may be executed in duplicate counterparts, each of which shall constitute an original and all of which taken together shall constitute a single original agreement. This Agreement, when executed, may be delivered by facsimile or email of a copy, which shall be equivalent to delivery of the original.

d. In the event of any dispute hereunder, the prevailing party in any litigation or other proceedings shall be reimbursed by the non-prevailing party for all costs and expenses, including, without limitation, attorneys' fees, whether incurred in connection with trial, administrative, appellate, bankruptcy or any other form of proceedings.

e. In connection with the negotiation and preparation of this Agreement, and in all matters related to the transactions contemplated herein, each party has had ample opportunity to consult independent and qualified legal counsel. Accordingly, all terms herein shall be interpreted according to their plain meaning, without construing any terms for or against any party due to its participation in the drafting of this Agreement. The Agreement shall be governed by the internal laws of the State of Washington and venue shall be the courts of Kitsap County, Washington.

f. All notices to be given hereunder shall be in writing and either (i) delivered in person, (ii) deposited at the party's address set forth below by a nationally recognized private courier company, (iii) transmitted by facsimile at the parties' facsimile numbers listed below (if any), or (iv) transmitted by email at the parties' email addresses listed below (if any). Notices shall be deemed

delivered when received if personally delivered or sent by facsimile or email and twenty-four hours after delivery into the custody of any such courier company if properly addressed and packaged for the fastest possible delivery.

DATED as of \_\_\_\_\_, 20\_\_.

**SELLER**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**BUYER**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

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*[Notary blocks follow on the subsequent pages.]*

STATE OF WASHINGTON

ss.

COUNTY OF KITSAP

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument; on oath stated that said person was authorized to execute the instrument; and acknowledged the execution of this instrument to be the free and voluntary act of said person for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF KITSAP

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument; on oath stated that said person was authorized to execute the instrument; and acknowledged the execution of this instrument to be the free and voluntary act of said person for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF KITSAP

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument; on oath stated that said person was authorized to execute the instrument; and acknowledged the execution of this instrument to be the free and voluntary act of said person for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF KITSAP

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument; on oath stated that said person was authorized to execute the instrument; and acknowledged the execution of this instrument to be the free and voluntary act of said person for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**BILL OF SALE**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by the Buyer, \_\_\_\_\_ (“Seller”) hereby quitclaims, transfers, and conveys without warranty of any nature (express or implied) to \_\_\_\_\_ (“Buyer”), all of the Seller’s right, title, and interest in and to the following property (the “Mobile Home”):

\_\_\_\_\_ (model) MOBILE HOME, \_\_\_\_\_ FEET by \_\_\_\_\_ FEET, VIN # \_\_\_\_\_, LOCATED ON LOT # \_\_\_\_\_ IN PARK PLACE MOBILE HOME PARK, AT \_\_\_\_\_ MADRONA WAY, BAINBRIDGE ISLAND, WASHINGTON 98110;

Buyer acknowledges that Buyer has had ample opportunity to inspect, test, and investigate all portions of the Property, including physical and structural inspection, environmental testing, and pest inspection, and Buyer hereby irrevocably agrees that all aspects of the Mobile Home are entirely acceptable to Buyer. **In consideration of the foregoing, Buyer hereby expressly agrees and acknowledges that Seller is selling the Mobile Home to Buyer AS IS, WHERE IS, AND WITH ALL FAULTS. Except as expressly stated herein to the contrary, Seller makes no representations or warranties of any kind, express or implied, concerning the Mobile Home or its condition, value, boundaries, compliance with laws, or any other matter or aspect of the Mobile Home, and no person or entity representing or claiming to represent Seller has made any such representations or warranties concerning the Mobile Home.** Without limiting the generality of the foregoing, Buyer understands and agrees that no representation or warranty is provided concerning the year, model, or size of the Mobile Home and that the above description of the Mobile Home is merely used for convenience in describing it without any warranty implied.

DATED as of \_\_\_\_\_, 20\_\_.

**SELLER**

[x] \_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
\_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

**BUYER**

[x] \_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
\_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_



**EXHIBIT B**

**ADDITIONAL CONDITIONS**

Written or typed below are additional conditions, if any, on which the Closing is contingent. If any of the conditions written below are not met by the date included in the condition, then this Agreement shall not close and the Deposit shall be distributed by Escrow Agent as directed by the language below and any other damages or fees written below shall be immediately due and payable.

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DATED as of \_\_\_\_\_, 20\_\_.

**SELLER**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**BUYER**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_