**PURCHASE AND SALE CONTRACT**

THIS IS A LEGALLY BINDING CONTRACT

This Purchase and Sale Contract (the "Contract") is entered into effective this \_\_\_\_

Day of \_\_\_\_\_\_,20\_\_, (“Effective Date”) by and between **Vermont State Housing Authority,** an instrumentality of the State of Vermont with its principal office at Montpelier, VT **(“VSHA”)** and the "Purchaser" as identified below (together, the "Parties").

|  |  |  |
| --- | --- | --- |
| VSHA Contact Name | Mailing Address | Telephone Number and Email |
|  | Vermont State Housing Authority  1 Prospect Street  Montpelier, VT  05602 |  |
| Purchaser’s Full Name | Mailing Address | Telephone Number |
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WHEREAS, VSHA is the Grantee under that certain Grant No. 07110-25-01 RRMHIP of the State of Vermont for the operation of a portion of the Mobile Home Infill Program (the “Program”); and,

WHEREAS, pursuant to the Program, VSHA has purchased or will purchase from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Dealer”) a new mobile home (the “Mobile Home”) having the following characteristics, among others:

* Make and model: ­­­­----------------------------
* Exterior dimensions: -------------------------
* Number of bedrooms: ------------------------
* Number of bathrooms: -----------------------\_

And,

WHEREAS, VSHA represents to Purchaser that the Mobile Home has been sited or, not fewer than twenty-one (21) days prior to the Closing Date (as defined below), will be sited on Lot No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Lot”) in the mobile home park known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,, situated in \_\_\_\_\_\_\_\_\_\_\_\_\_, Vermont, and owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Park Owner”), whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_..

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following as applicable:

1. **Purchase Price; Earnest Money Deposit:** VSHA agrees to sell to Purchaser and Purchaser agrees to purchase from VSHA the Mobile Home for the price of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Purchase Price”). VSHA acknowledges receipt from Purchaser of the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be held as a deposit on the purchase of the Mobile Home. The deposit will be held by VSHA in a non-interest-bearing account.
2. **Sale Contingencies:** VSHA’s obligation to sell the Mobile Home to Purchaser is contingent upon Purchaser providing the following:
   1. The execution and delivery of a mobile home lot lease, compliant with the Vermont Mobile Home Park Act, 10 V.S.A. Chapter 153 for the Site between the Site Owner and the Purchaser (the “Lease”); and
   2. Purchaser’s satisfaction of the obligations and contingencies outlined herein, including but not limited to the financing contingency.

If there is a failure of any of the contingencies set forth or referenced in this paragraph 2, then VSHA shall have the right but not the duty to terminate its obligation to sell the Mobile Home under this Contract by giving written notice to Purchaser and Site Owner of VSHA's election to terminate. VSHA and the Purchaser shall thereafter be released from any further obligations to each other except as otherwise provided in this Contract.

1. **Seller Contingencies for failure of which the Deposit may be Retained:** VSHA's obligation to sell the Mobile Home to the Purchaser in accordance with the terms of this Contract is contingent upon (i) the truth and accuracy of all of Purchaser’s covenants and representations herein and pursuant to the requirements of the Program both as of the date hereof and as of the Closing Date, and (ii) Purchaser’s fulfillment of all of its obligations hereunder as of the Closing Date. If there is a failure of any of the contingencies set forth or referenced in this paragraph, then VSHA shall have the right to terminate its obligation to sell the Mobile Home by giving written notice to the Purchaser of VSHA's election to terminate this Contract. VSHA and the Purchaser shall thereafter be released from any further obligations to each other under this Contract and all deposit money shall be retained by VSHA as damages liquidated and agreed.
2. **Purchase Subsidy and Form of Lease:** The Purchaser and VSHA each understand that the effective cost to the Purchaser to acquire the Mobile Home at Closing may be below fair market value due to financial assistance (the “Subsidy”) for part of the Purchase Price to be provided by other participants in the Program, namely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Subsidy Source”). In consideration of the Subsidy (if applicable), the Purchaser intends to enter into certain agreements with and/or to provide certain covenants and mortgages to such Subsidy Source for the purpose of preserving affordable housing (the “Subsidy Documents”).

Purchaser represents that Purchaser has obtained a written commitment from the Subsidy Source for any such Subsidy, which commitment is attached hereto. Purchaser acknowledges receipt of a draft of the proposed form of the Lease. Purchaser shall have \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date of this Contract to review said draft with his, her, or their attorney. If, after review of the draft of the Lease, the Purchaser is dissatisfied with the terms thereof, the Purchaser shall have the right to TERMINATE this Contract provided written notice is given directly to VSHA of the desire to terminate within the period described in the preceding sentence. Otherwise, the Purchaser shall execute the Subsidy Documents and the Lease on or before the Closing Date. In the event the Purchaser terminates this Contract in accordance with the provisions of this paragraph, all deposit money shall be forthwith returned to the Purchaser and this Contract shall be terminated and of no further force and effect.

1. **Title Report Contingency:** See paragraph 19, below.
2. Financing Contingency: The Purchaser's obligation under this Contract is subject to a financing contingency that, in addition to assistance obtained pursuant to the Subsidy, if any, the Purchaser shall obtain mortgage and/or other purchase money financing for at least $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at prevailing rates and upon conventional terms. The Purchaser agrees to act diligently and in good faith to obtain such financing and shall, within \_\_\_\_\_\_\_\_ days after the date of the Contract, submit a complete and accurate application for such financing to at least one financial institution currently providing such loans requesting financing in the amount and on the terms provided in this Contract. If the Purchaser fails to timely submit such an application, this financing contingency is waived by the Purchaser. Purchaser represent that Purchaser has been pre-qualified for such financing by the following financial institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If, despite best efforts, the Purchaser is unable to obtain the financing specified in this Contract not later than \_\_\_\_\_\_\_\_\_\_\_\_\_,each ofthe Purchaser and VSHA shall have the right to TERMINATE this Contract; provided, however, that the terminating party gives written notice of termination directly to the other party or the other party’s attorney within five (5) working days of receipt of notice by the terminating party that the Purchaser has not been able to obtain such financing. In the event either party terminates this Contract in accordance with the provisions of this financing contingency, all deposit money shall be forthwith returned to the Purchaser and this Contract shall be terminated and of no further force and effect.

1. **Inspection Contingency:** This Contract is contingent, at the election of the Purchaser, upon satisfactory inspections, including but not limited to, home inspection, septic system inspection, and water testing, on the subject land and improvements by qualified inspectors chosen and paid for by the Purchaser, to be completed (including written reports) not later than ten (10) days before the Closing Date (as the same may be extended by the Parties) (the “Inspection Deadline”). All reports shall be promptly distributed to all parties. If said inspections and reports disclose any environmental, structural or mechanical defects or damages as defined by the generally prevailing standards in the construction industry in the county in which the Site is located, including but not limited to defects in or damages to the foundation, roof, chimneys, well, septic, plumbing, wiring, or heating system, or the presence of wood-boring insects, the presence of asbestos, or the presence of contaminants in the drinking water, the Purchaser shall have the right to terminate this Contract and receive back all deposit monies if written demand is delivered to VSHA not later than (a) ten (10) days after receipt of the applicable report or (b) the Closing Date, whichever is earlier. The Purchaser shall have no other remedy against VSHA. The Purchaser and the inspector(s) shall have the right of access to the premises at reasonable times upon 48 hours advance notice to VSHA for the purpose of inspecting the condition of the Mobile Home. VSHA shall be entitled to be present at the inspection and a copy of the inspection report will be shared by the Purchaser with VSHA.
2. **Lot Preparation Contingency:** If the lot preparation necessary to install the Mobile Home is not completed at least thirty (30) days before the Closing Date, then the Purchaser may, at Purchaser’s election, (a) extend the Closing Date to a date agreeable to all parties, or (b) terminate this Contract and receive back all deposit monies. Purchaser shall have no other remedy.
3. **Lead-Based Paint:** Based upon representations made by VSHA and the Purchaser's own investigation and information, it is agreed that the Mobile Home is not pre-1978 residential real estate as defined by federal law and, therefore is not subject to Federal Lead-Based Paint Regulations.
4. **Special Conditions to Contract:** The following special terms and conditions or written addenda signed by the Parties are made a part of this Contract and are incorporated herein:
   1. Purchaser attests and represents to, and covenants with, VSHA that Purchaser (i) is a Vermont resident, (ii) shall use the Mobile Home as Purchaser’s primary residence, and (iii) shall not rent it or use it as a second home for at least one (1) year after the Closing Date, (iv) Purchaser’s household income does not exceed 120% of Area Median Income as determined for the relevant area by the U.S. Department of Housing and Urban Development.
   2. The Purchaser and VSHA shall have \_\_\_\_\_\_\_\_\_\_ days from the date of this Contract to review the terms of this Contract with an attorney licensed to practice law in the State of Vermont. The Purchaser and/or VSHA shall have the right to TERMINATE this Contract provided written notice is given directly to all Parties of the desire to terminate within the period described in the preceding sentence. In the event the Purchaser and/or VSHA terminate this Contract in accordance with this provision, all deposit money shall be forthwith returned to the Purchaser and this Contract shall be terminated and of no further force and effect.
   3. Purchaser authorizes its legal counsel and/or lender to provide to VSHA and its legal counsel drafts and final copies of all closing disclosures related to this purchase and sale.
   4. Other special conditions or addenda: \_\_\_\_\_\_\_\_\_\_\_\_\_
5. **Closing:** Closing shall be held not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_or such other date as the Parties may agree in writing (the "Closing Date")at the offices of Purchaser’s lender or at such other place as may be mutually agreed upon by the Parties.
6. **Possession:** Possession and occupancy of the Mobile Home, together with all keys to the Mobile Home, shall be given upon closing unless otherwise agreed in writing.

**12A. LIMITATION OF WARRANTIES:** THE Mobile Home will be sold to purchaser as-is, free of all warranties of VSHA except the warranty of title. Purchaser understands and agrees that Purchaser is relying solely on the terms of the Lease, Purchaser’s own inspection, and such rights and remedies as may be available to Purchaser under State and/or federal law to assure that the Mobile Home and the Site comply with all applicable local, state, and federal regulations, including required permitting, Title 10, Chapter 153 of the Vermont Statutes Annotated, and the standards for health, safety, sanitation and fitness for habitation established by the Commissioner for Public Safety.

1. **Payment of Purchase Price:** Payment of the Purchase Price, adjusted for deposits previously received, is due at closing and is to be paid by cash, certified check or bank treasurer’s check.
2. **Bill of Sale:** The evidence of title to Purchaser shall be a Mobile Home Uniform Bill of Sale within the meaning of 9 V.S.A. §2502 (“Bill of Sale”). The Bill of Sale shall be furnished and paid for by VSHA. **Per** **9 V.S.A. §2602,** **at least 21 days prior to the Closing Date, VSHA shall deliver by certified mail return receipt requested** a completed but unexecuted proposed form of the Bill of Sale to each of (a) the Purchaser, (b) the Site Owner, and (c) the Clerk of the municipality in which the Site is located for the Clerk’s endorsement pursuant to 9 V.S.A.§2602(b) (1)(A). On the Closing Date, the Purchaser and VSHA shall sign the Bill of Sale as endorsed by the Clerk of the municipality and shall cause the same to be recorded in the Land Records of the applicable municipality not later than ten (10) days after the Closing Date.
3. **Lease:** The Purchaser shall enter into the Lease not later than the Closing Date.
4. **Mobile Home Transfer Tax/Act 250 Disclosure Statement:** The Purchaser shall bear the expense and shall pay the Vermont Mobile Home Transfer Tax due, if any.
5. **Land Gains Tax:** Not applicable.
6. **Income Tax Withholding Requirement if seller is a Nonresident of Vermont:** Not applicable.
7. **Examination of Title:** The Purchaser may cause the title to the Mobile Home to be examined promptly and shall notify VSHA prior to the Closing Date of the existence of encumbrances or defects which are not excepted in this Contract or which render the title to the Mobile Home to be unmerchantable. Promptly following receipt of such notice, VSHA shall endeavor to remove the specified encumbrances or defects. If at the expiration of thirty (30) days following receipt of such notice or on the date set for the closing, whichever is later, VSHA is unable to convey title free and clear of such encumbrances and defects, the Purchaser and/or VSHA may immediately terminate this Contract, and all deposit money will be refunded. In such event, return of the deposit shall be Purchaser’s sole remedy against VSHA.
8. **Default:** If the Purchaser shall fail to pay the balance of the Purchase Price or complete said purchase as provided herein, VSHA may immediately terminate this Contract by written notice, retaining all deposit money as liquidated damages or may pursue VSHA's rights to all legal and equitable remedies provided by law. If VSHA fails to close as provided herein, or is otherwise in default, Purchaser may terminate this Contract by written notice to VSHA and may (a) demand and receive back Purchaser’s deposit money or (b) except as otherwise provided in this Contract, pursue Purchaser’s rights to all legal and equitable remedies provided by law. If, as of the Closing Date, the Park Owner shall fail to enter into the Lease, as contemplated herein, VSHA and/or the Purchaser may terminate this Contract by written notice to the other party. In such an event, VSHA shall return the deposit to Purchaser and Purchaser shall have no other remedy against VSHA. Nothing herein shall bar either party from pursuing any and all legal and equitable remedies available against the Park Owner. provided by law. In the event legal action is instituted arising out of a breach of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
9. **Deposits:** At closing and transfer of title, VSHA shall disburse all deposits. In the event the Purchaser terminates this Contract under the specific provisions hereof entitling the Purchaser to terminate, the Purchaser shall be entitled to a return of the Purchaser's deposit, and VSHA shall refund such deposit to the Purchaser. In the event of a dispute concerning default, VSHA may pay the deposit into a court of competent jurisdiction for the purpose of determining the rights of the Parties to the deposit. All costs and expense of such action including reasonable attorney's fees shall be recoverable by the prevailing party.
10. **Fixtures and Personal Property:** Insofar as any of the following items are now located in or upon the Mobile Home, they shall be deemed to be fixtures and are included in this sale; kitchen and laundry appliances, central heating, lighting and plumbing fixtures; storm windows and doors; screens and screen doors, wall-to-wall carpeting and television antennae. Fixtures as defined herein are sold "As Is" with no express or implied warranties of VSHA other than the warranty of title.
11. **Risk of Loss/Insurance:** During the period between the date of this Contract and transfer of title to the Purchaser, risk of loss shall be on VSHA. In the event the Mobile Home is destroyed or damaged and is not restored to its present condition by the Closing Date, the Purchaser may either accept title to the Mobile Home and receive the benefit of all insurance monies recovered on account of such damage, if any, or terminate this Contract and receive back all deposit money.
12. The Purchaser hereby releases and forever discharge the State of Vermont, its agents, employees, successors and assigns, of and from all liabilities, expenses, claims, actions, covenants, contracts, and demands whatsoever, in law or in equity, which Purchaser, their heirs, successors or assigns may have had, now have, or may in the future have against the State of Vermont, its agents, officers, directors, employees, successors and assigns, by reason of any matter, cause or thing whatsoever arising out of the execution of this Agreement, and the purchase and placement of the Mobile Home. This provision shall survive the Closing.

# Closing Adjustments:

* 1. Any taxes associated with governmental or quasi-governmental entities assessed against the Mobile Home (whether assessed by such entity or by or through a municipality), shall be apportioned and prorated at closing between VSHA and the Purchaser as follows: If not exempted by law, VSHA shall pay the taxes allocable to the period beginning on the first day of the taxing entity’s fiscal year and ending on the day before the Closing. Purchaser shall pay the taxes paid or payable for the period beginning on the Closing Date. Should any tax, charge or rate be undetermined on the date of the Closing, the last determined tax, charge or rate shall be used for purposes of apportionment and allocation.
  2. Fuel, utilities, and similar items shall be adjusted on a pro rata basis so that VSHA shall pay the pro rata share of such items up to and including the day before the closing, and the Purchaser shall pay the pro rata share of such items beginning on the day of the closing.

1. **Effect:** This Contract shall inure to the benefit of and be binding to each of the Parties and their respective heirs, successors, administrators and assigns. This Contract shall be governed by the laws of the State of Vermont.
2. **Modification and Amendment:** No modification, amendment or deletion affecting this Contract shall be effective unless in writing and signed by all of the Parties.
3. **Notice:** All notices required to be given under this Contract shall be deemed given when hand delivered or when deposited in the U.S. Mails, certified, registered or express mail, postage prepaid and properly addressed to VSHA, the Site Owner, or the Purchaser at their respective addresses set forth in this Contract. Such notices shall be