

## MANUFACTURED HOME SALE ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is executed contemporaneously with an installment or sales contract ("Contract") for the purchase of a manufactured home ("Home") as described in the Contract by the purchaser ("Purchaser") from the selling retailer ("Retailer"). This Agreement is for, and inures to, the benefit of the parties hereto, their successors and assigns, and additionally for the benefit of the manufacturer of the Home and of the lender or mortgagee which provides the financing for the purchase of the Home, their successors and assigns, as fully as if the manufacturer and lender or mortgagee were signatories hereto. The lender or mortgagee may elect at any time not to submit to binding arbitration by providing written notice to the Retailer and Purchaser at the addresses set forth in this Agreement.

All claims, disputes, and controversies arising out of or relating in any way to the sale, purchase or occupancy of the Home including, but not limited to, any negotiations between the parties, the design, construction, performance, delivery, condition, installation, financing, repair or servicing of the Home and any warranties, either express or implied, pertaining to the Home, and including claims for equitable relief or claims based on contract, tort, statute, or all alleged breach, default, or misrepresentation, will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. All Arbitration hearings will be heard in the Supplementary Procedures for Consumer-Related Disputes and the Consumer Due Process Protocol. Copies of the Rules may be obtained by writing the AAA at 13455 Noel Road, Suite 1440, Dallas, TX 75240.

Arbitration may be initiated by any party by sending written notice of its intention to arbitrate ("Notice") to the other parties and to the AAA office set forth above. The Notice will contain a description of the claim, dispute, or controversy and the remedy requested. In no event may any demand for arbitration be made after the date when the institution of a legal or equitable proceeding based on the claim, dispute or controversy in question would be barred by the applicable statute limitations. The arbitration will be conducted by one independent and impartial arbitrator. Purchaser and Retailer will mutually agree in selecting the arbitrator. Both parties will determine the method of selecting the arbitrator if there is a disagreement.

The arbitrator or the panel will deliver the decision or award in writing with a summary of the reasons for the decision or award, and the decision shall be final and binding on all parties, their successors and assigns. Judgment on the decision or award may be entered by any court having Jurisdiction thereof. Fees and costs of the arbitration will conform to the AAA fee schedule in effect at the time of the arbitration and will be shared equally by the parties.

This Agreement shall not prevent any party from requesting a consumer claim inspection by the state authority regulating manufactured housing in this state. The said relevant authority must be able to complete its informal dispute resolution process prior to any arbitration proceeding.

This Agreement does not constitute a waiver of any substantive rights or remedies available to any party under applicable law, but rather is an election to resolve claims, disputes, and controversies by arbitration rather than the judicial process. **IT IS UNDERSTOOD THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.** The arbitration will be conducted at an appropriate time and place set by the arbitrator in \_\_\_\_\_ county, state of \_\_\_\_\_. This agreement is dated \_\_\_\_\_.

\_\_\_\_\_  
(Name of Retailer)

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, state, zip)

\_\_\_\_\_  
(City, state, zip)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)