



SALES AGREEMENT

Home Consultant Name  
JENNIFER SMITH

Buyer(s): TOWN OF WARSAW

Phone #:

Address: 78 BELLE VILLE LANE WARSAW VA 22572

Delivery Address: 150 MEADOWBROOK ROAD WARSAW VA 22572

Home Info	
Make:	ZIRCON
Model:	56GEM28403AH25
Serial #:	LEW120078PAABAC
Stock #:	RSO
	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used
Date of Manufacture:	TBD Length: 40 Width: 28

Trade Info	
Make:	N/A
Model:	N/A
Serial #:	
Year:	N/A
Size:	Length: N/A Width: N/A
Title #:	
Owed to:	
Amount owed will be paid by:	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller

Pricing	
Home Price	\$147,030.00
State Tax	\$ .00
Local Tax	\$ .00
<b>Cash Price</b>	<b>\$147,030.00</b>
<b>Total Package Price</b>	<b>\$147,030.00</b>
Trade Allowance	N/A
Less Amount Owed	N/A
Trade Equity	N/A
Cash Down Payment	\$ .00
<b>Less All Credits</b>	<b>\$ .00</b>
<b>Remaining Balance</b>	<b>\$147,030.00</b>

**Responsibilities**

**Seller** Responsibilities: Remove current structure, deliver and set home to county code, 1-5X5 step pressure treated lumber, gutters, downspouts and splash guards, seed and straw disturbed soils, utility connections, split face block underpinning, HVAC

**Buyer** Responsibilities: Contact electric company, back door ramp

Options: Payments will be received as per the draw schedule dated 07292025 not page 3 number 18 of this sales agreement

Materials: Blocks, anchors and tie downs Start Date: 08/01/2025 Estimated\*Completion Date: 02/01/2026

Job Description: Demo current structure, deliver and set home to county code, connect utilities, steps, HVAC, gutters, underpinning  
\*Buyer agrees dates above are estimates only and purchase decision is not based on any occupancy date.

**Acknowledgment**

New Manufactured Homes meet federal standards for design and construction, but may not meet local codes and standards. Buyer(s) agree (1) that the terms and conditions on pages two, three and four are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement, (4) that all promises and representations made are listed on this agreement, and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

CMH Homes, INC. d/b/a	Address	Telephone Number	License Number	Classifications	Class A
Clayton Homes	PO BOX 9790 Maryville, TN 37802	804-443-4769	2705 048123A	BLD MHC	Exp. 04/30/2999

*[Signature]*  
Signature of Buyer: TOWN OF WARSAW, Town Manager

8-5-25  
Date

Signature of Buyer: \_\_\_\_\_ Date

Signature of Buyer: \_\_\_\_\_ Date Signature of Buyer: \_\_\_\_\_ Date

Seller/Contractor: Clayton Homes \_\_\_\_\_ Date

## ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
2. **SELLER & BUYER RESPONSIBILITIES. Delivery and installation:** If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
3. **DEPOSIT.** The Buyer will complete the transaction by paying the full purchase price and related fees and charges in cash or by obtaining a loan or other financing arrangement from the lender selected by Buyer. If Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason (except cancellation due to being refused financing), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, court costs, and any construction costs incurred in connection with the sale to the extent permitted by applicable law. Nothing in this Sales Agreement shall preclude Seller from electing to pursue any other remedies available to Seller.
4. **FAILURE TO ACCEPT DELIVERY.** If the Buyer fails to accept delivery of a manufactured home, Seller may retain actual damages according to the following terms: (1) if the manufactured home is a single section unit and is in the Seller's stock and is not specially ordered from the manufacturer for the Buyer, the maximum retention shall be \$1,000. (2) if the manufactured home is a single section unit and is specially ordered from the manufacturer for the Buyer, the maximum retention shall be \$2,000. (3) if the manufactured home is larger than a single section unit in the Seller's stock and is not specially ordered for the Buyer, the maximum retention shall be \$4,000. (4) if the manufactured home is larger than a single section unit and is specially ordered for the Buyer from the manufacturer, the maximum retention shall be \$7,000.
5. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
6. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
7. **CHANGES.** Buyer and Seller agree that any and all changes, modifications, alterations or revisions of the Sales Agreement that change the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties. Buyer and Seller further agree and understand that any changes, modifications, alterations or revisions of the Sales Agreement, may result in additional charges to Buyer. It is further understood and agreed that any subsequent document executed by the parties hereto shall not alter, amend or change the terms of the Sales Agreement unless in writing and signed by the parties hereto.
8. **LIMITATION OF DAMAGES.** To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
9. **WARRANTIES BY THE MANUFACTURER.** Seller is not the manufacturer of the home. **For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty.** In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. **ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

10. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.
11. **ENTRY INTO PROPERTY.** Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
12. **SUPERVISION OF WORK.** Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
13. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
14. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
15. **RULES OF CONSTRUCTION.** If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.
16. **TIME OF COMPLETION.** The work to be performed under this Sales Agreement shall be commenced on or before 08/01/2025, and the Seller estimates that the work shall be substantially completed on or before 02/01/2026. However, both parties recognize and agree that this is a target date for completion and that failure to achieve that date will not result in any claim in favor of the Buyer against the Seller, and Buyer specifically waives any such claim.
17. **CONTRACT PRICE.** Buyer/Owner agrees to pay Seller for the work described in the Sales Agreement the total price of \$147,030.00 Dollars (the "Contract Price"). The Contract Price is subject to additions or deductions in accordance with the provisions of the Sales Agreement concerning allowances and change orders. All payments made by Buyer to Contractor are solely intended for use payment for labor, materials, equipment and services provided by Seller.
18. **PAYMENTS.** Payment of the Contract Price is to be made as follows:
  - A. \$0.00 as a down payment due on or before the signing of the Sales Agreement. Seller may use the down payment funds to cover its costs related to investigation of the site and investigation of other issues related to transportation of the Home, setting the Home, site work, construction of a foundation if any, etc.
  - B. The balance of the Contract Price \$147,030.00 due upon completion of all work described in the Sales Agreement.
19. **DELAYS.** If the Seller is delayed at any time in the progress of the work by changes ordered, fire, back orders of materials, unusual delays in transportation or availability of materials, una-voidable casualties, acts of God, or any other causes beyond the Contractor's control, including but not limited to, soil conditions or rock formations requiring blasting or other special conditions pertaining to the property, then the time for the performance of the contract work shall be extended for such reasonable time as is necessary to compensate for such delay, and delays caused by these shall not constitute abandonment of the project by the Seller and are not included in calculating time frames for payment and performance. Buyer shall pay for any blasting or other costs incurred as a result of any such special condition. In addition, in the event the time for completion is delayed due to the action or inaction of the Buyer, the Seller shall be entitled to receive from the Buyer any and all additional costs or damages paid or sustained by the Seller as a result thereof ("Delay Damages"). Such Delay Damages shall be payable by the Buyer to the Seller within ten (10) days after the delivery of an itemized statement therefore by the Seller to the Buyer.

20. **CANCELATION RIGHTS.** The Buyer may only cancel the Sales Agreement within a Three (3) day period after the date the Buyer signs the Sales Agreement, except as otherwise provided in the Terms and Conditions to the Sales Agreement. To cancel this Sales Agreement, the Buyer must provide written notice of cancellation to the Seller. Such written notice of cancellation is effective on the date it is received by the Seller. The Seller may cancel this Sales Agreement at any time up to the date the Buyer takes occupancy of the Home that is the subject of this Sales Agreement, provided that 1) the Buyer has failed to perform one or more of the actions required of the Buyer under the Sales Agreement or any other Contract Documents; 2) the Seller provides to the Buyer written notice of its intent to cancel the Sales Agreement and the reason(s) the Seller intends to cancel the Sales Agreement; and 3) the Buyer fails to cure the reason(s) for cancellation stated in the Seller's notice letter within five(5) calendar days after the date the Buyer receives the Seller's notice letter.
21. **PERMITS/ZONING INSPECTIONS.** Seller shall be responsible for obtaining a building permit from the appropriate governmental authority. Any necessary governmental approvals will be obtained by Seller, and to the extent that Seller expends funds or resources thereon, shall be reimbursed by the Buyer. Seller agrees to comply with all local requirements for building permits, inspections, and zoning brought to its attention by the Seller/Owner or any governmental authority.
22. **VIRGINIA CONTRACTOR TRANSACTION RECOVERY FUND.** 18 VAC 50-22-260. B.9.j requires that a contractor engaged in residential contractor provide the following information in its written contracts. The Seller is required to notify the Buyer of the existence of the Virginia Contractor Transaction Recovery Fund, established pursuant to Virginia Code §§ 54.1-1118 through 1127. Please call 804-367-1159 to contact the Board for Contractors, Adjudication Section, to obtain information concerning the procedures for applying to recover from the fund if you are unable to collect after judgment is awarded in court.



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Home Consultant Name  
JENNIFER SMITH

Buyer(s): TOWN OF WARSAW

Phone #:

Address: 78 BELLE VILLE LANE WARSAW VA 22572

Delivery Address: 171 BELLE VILLE LANE WARSAW VA 22572

Home Info	
Make:	ZIRCON
Model:	56GEM28403AH25
Serial #:	LEW120079PAABAC
Stock #:	RSO
	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used
Date of Manufacture:	TBD Length: 40 Width: 28

Trade Info	
Make:	N/A
Model:	N/A
Serial #:	
Year:	N/A
Size:	Length: N/A Width: N/A
Title #:	
Owed to:	
Amount owed will be paid by:	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller

Pricing	
Home Price	\$147,030.00
State Tax	\$ .00
Local Tax	\$ .00
Cash Price	\$147,030.00
Total Package Price	\$147,030.00
Trade Allowance	N/A
Less Amount Owed	N/A
Trade Equity	N/A
Cash Down Payment	\$ .00
Less All Credits	\$ .00
Remaining Balance	\$147,030.00

**Responsibilities**

**Seller** Remove current structure, deliver and set home to county code, 1-5X5 step pressure treated lumber, gutters, downspouts and splash guards, seed and straw disturbed soils, utility connections, split face block underpinning, HVAC.

**Buyer** Responsibilities: Contact electric company, back door ramp

**Options:** Payments will be received as per the draw schedule dated 07292025 not page 3 number 18 of this sales agreement

**Materials:** Blocks, anchors and tie downs **Start Date:** 08/01/2025 **Estimated\*Completion Date:** 02/01/2026

**Job Description:** Demo current structure, deliver and set home to county code, connect utilities, steps, HVAC, gutters, underpinning  
*\*Buyer agrees dates above are estimates only and purchase decision is not based on any occupancy date.*

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CMH Homes, INC. d/b/a	Address	Telephone Number	License Number	Classifications	Class A
Clayton Homes	PO BOX 9790 Maryville, TN 37802	804-443-4769	2705 048123A	BLD MHC	Exp. 04/30/2999

Signature of Buyer: TOWN OF WARSAW *Tam Manger*

Date *8-5-25*

Signature of Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_ Date \_\_\_\_\_ Signature of Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Seller/Contractor: Clayton Homes \_\_\_\_\_ Date \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
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3. **DEPOSIT.** The Buyer will complete the transaction by paying the full purchase price and related fees and charges in cash or by obtaining a loan or other financing arrangement from the lender selected by Buyer. If Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason (except cancellation due to being refused financing), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, court costs, and any construction costs incurred in connection with the sale to the extent permitted by applicable law. Nothing in this Sales Agreement shall preclude Seller from electing to pursue any other remedies available to Seller.
4. **FAILURE TO ACCEPT DELIVERY.** If the Buyer fails to accept delivery of a manufactured home, Seller may retain actual damages according to the following terms: (1) if the manufactured home is a single section unit and is in the Seller's stock and is not specially ordered from the manufacturer for the Buyer, the maximum retention shall be \$1,000. (2) if the manufactured home is a single section unit and is specially ordered from the manufacturer for the Buyer, the maximum retention shall be \$2,000. (3) if the manufactured home is larger than a single section unit in the Seller's stock and is not specially ordered for the Buyer, the maximum retention shall be \$4,000. (4) if the manufactured home is larger than a single section unit and is specially ordered for the Buyer from the manufacturer, the maximum retention shall be \$7,000.
5. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
6. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
7. **CHANGES.** Buyer and Seller agree that any and all changes, modifications, alterations or revisions of the Sales Agreement that change the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties. Buyer and Seller further agree and understand that any changes, modifications, alterations or revisions of the Sales Agreement, may result in additional charges to Buyer. It is further understood and agreed that any subsequent document executed by the parties hereto shall not alter, amend or change the terms of the Sales Agreement unless in writing and signed by the parties hereto.
8. **LIMITATION OF DAMAGES.** To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
9. **WARRANTIES BY THE MANUFACTURER.** Seller is not the manufacturer of the home. **For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty.** In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. **ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

10. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.
11. **ENTRY INTO PROPERTY.** Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
12. **SUPERVISION OF WORK.** Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
13. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
14. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
15. **RULES OF CONSTRUCTION.** If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.
16. **TIME OF COMPLETION.** The work to be performed under this Sales Agreement shall be commenced on or before 08/01/2025, and the Seller estimates that the work shall be substantially completed on or before 02/01/2026. However, both parties recognize and agree that this is a target date for completion and that failure to achieve that date will not result in any claim in favor of the Buyer against the Seller, and Buyer specifically waives any such claim.
17. **CONTRACT PRICE.** Buyer/Owner agrees to pay Seller for the work described in the Sales Agreement the total price of \$147,030.00 Dollars (the "Contract Price"). The Contract Price is subject to additions or deductions in accordance with the provisions of the Sales Agreement concerning allowances and change orders. All payments made by Buyer to Contractor are solely intended for use payment for labor, materials, equipment and services provided by Seller.
18. **PAYMENTS.** Payment of the Contract Price is to be made as follows:
- A. \$00 as a down payment due on or before the signing of the Sales Agreement. Seller may use the down payment funds to cover its costs related to investigation of the site and investigation of other issues related to transportation of the Home, setting the Home, site work, construction of a foundation if any, etc.
  - B. The balance of the Contract Price \$147,030.00 due upon completion of all work described in the Sales Agreement.
19. **DELAYS.** If the Seller is delayed at any time in the progress of the work by changes ordered, fire, back orders of materials, unusual delays in transportation or availability of materials, una-voidable casualties, acts of God, or any other causes beyond the Contractor's control, including but not limited to, soil conditions or rock formations requiring blasting or other special conditions pertaining to the property, then the time for the performance of the contract work shall be extended for such reasonable time as is necessary to compensate for such delay, and delays caused by these shall not constitute abandonment of the project by the Seller and are not included in calculating time frames for payment and performance. Buyer shall pay for any blasting or other costs incurred as a result of any such special condition. In addition, in the event the time for completion is delayed due to the action or inaction of the Buyer, the Seller shall be entitled to receive from the Buyer any and all additional costs or damages paid or sustained by the Seller as a result thereof ("Delay Damages"). Such Delay Damages shall be payable by the Buyer to the Seller within ten (10) days after the delivery of an itemized statement therefore by the Seller to the Buyer.

20. **CANCELTATION RIGHTS.** The Buyer may only cancel the Sales Agreement within a Three (3) day period after the date the Buyer signs the Sales Agreement, except as otherwise provided in the Terms and Conditions to the Sales Agreement. To cancel this Sales Agreement, the Buyer must provide written notice of cancellation to the Seller. Such written notice of cancellation is effective on the date it is received by the Seller. The Seller may cancel this Sales Agreement at any time up to the date the Buyer takes occupancy of the Home that is the subject of this Sales Agreement, provided that 1) the Buyer has failed to perform one or more of the actions required of the Buyer under the Sales Agreement or any other Contract Documents; 2) the Seller provides to the Buyer written notice of its intent to cancel the Sales Agreement and the reason(s) the Seller intends to cancel the Sales Agreement; and 3) the Buyer fails to cure the reason(s) for cancellation stated in the Seller's notice letter within five(5) calendar days after the date the Buyer receives the Seller's notice letter.
21. **PERMITS/ZONING INSPECTIONS.** Seller shall be responsible for obtaining a building permit from the appropriate governmental authority. Any necessary governmental approvals will be obtained by Seller, and to the extent that Seller expends funds or resources thereon, shall be reimbursed by the Buyer. Seller agrees to comply with all local requirements for building permits, inspections, and zoning brought to its attention by the Seller/Owner or any governmental authority.
22. **VIRGINIA CONTRACTOR TRANSACTION RECOVERY FUND.** 18 VAC 50-22-260. B.9.j requires that a contractor engaged in residential contractor provide the following information in its written contracts. The Seller is required to notify the Buyer of the existence of the Virginia Contractor Transaction Recovery Fund, established pursuant to Virginia Code §§ 54.1-1118 through 1127. Please call 804-367-1159 to contact the Board for Contractors, Adjudication Section, to obtain information concerning the procedures for applying to recover from the fund if you are unable to collect after judgment is awarded in court.