

CONTRACT FOR SALE OF LV SERIES KIT HOME

THIS CONTRACT FOR SALE OF GOODS (this “Contract”), dated this ____ day of _____, 200__, is made by and between **ROCIO ROMERO, L.L.C.**, a Missouri limited liability company (the “Seller”) and _____ (the “Buyer”).

WHEREAS, Seller designs, manufactures, builds, ships, and sells its LV series kit homes; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, a LV series kit home as specifically set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Sale of Goods. Seller shall sell, transfer, and deliver to Buyer the LV series kit home specified in this Contract, with such materials, supplies, plans, and instructions as specifically set forth in the attached Exhibit A (the “LV Series Kit Home”).

2. Consideration and Purchase Price.

(a) Buyer shall pay to Seller the total purchase price for the LV Series Kit Home (the “Total Purchase Price”). The total purchase price for the LV Series Kit Home is specifically set forth on Exhibit A.

(b) Upon execution of this Contract, Buyer shall pay to Seller a non-refundable deposit. The non-refundable deposit for the LV Series Kit Home is specifically set forth on Exhibit A (the “Deposit”). The Deposit is non-refundable to Buyer under any circumstances.

(c) Buyer shall have ninety (90) days from execution of this Contract to pay the remaining balance owed to Seller (the “Remaining Balance”). The Remaining Balance shall be the Total Purchase Price minus the Deposit plus applicable sales or use tax, which is more specifically set forth on Exhibit A. If Buyer lives outside of the State of Missouri, Buyer shall be solely responsible for paying the use tax in Buyer’s home state. After the expiration of ninety (90) days, Seller shall have the right to increase or decrease the Total Purchase Price due to actual or pending changes in costs of construction material incurred by Seller as a part of Seller’s performance under this Contract.

(d) Without exception, the Remaining Balance shall be paid in full by Buyer to Seller at least thirty (30) business days prior to Buyer’s desired date of shipping or pick-up.

(e) The Total Purchase Price does not include shipping charges. If Buyer does not want to pick up the LV Series Kit Home from Seller, Seller shall ship the LV Series Kit Home to Buyer’s address. Buyer and Seller shall enter into a Shipping Agreement, attached as Exhibit B, (the “Shipping Agreement”) upon receipt of the Total Purchase Price in full.

(f) All payments shall be made to Seller at the mailing address listed in Section 11.

3. Custom Design Services. Following the execution of this Contract by both parties, if Buyer requests specific custom design services for the LV Series Kit Home, Buyer and Seller shall enter into a Contract for Custom Design Services, attached as Exhibit C. Buyer shall pay Seller any and all

additional fees for any such custom design services, in addition to all fees due under Section 2. Once custom design and engineering services are completed, Seller may have to modify the materials, supplies, plans, and instructions as set forth in Exhibit A.

4. Delivery as Receipt. The LV Series Kit Home shall be deemed received by Buyer either (i) when Buyer obtains the LV Series Kit Home from Seller's location at PCR 810, Perryville, Missouri 63775; or (ii) when the LV Series Kit Home is delivered to Buyer's address as set forth in the Shipping Agreement. Upon delivery to Buyer's address, Buyer is solely responsible for unloading the LV Series Kit Home from Seller's truck with Buyer's equipment and in a timely manner as further set forth in the Shipping Agreement.

5. Risk of Loss. Title shall remain with Seller until delivery of the LV Series Kit Home to Buyer. The risk of loss from any casualty to the LV Series Kit Home shall be the responsibility of Seller or Seller's transportation provider until the LV Series Kit Home has been delivered to Buyer. The risk of loss shall be the responsibility of Buyer upon Buyer's receipt and unloading of the LV Series Kit Home. If the LV Series Kit Home is damaged during unloading by Buyer or Buyer's hired contractor, Buyer shall bear the cost of the damage.

6. Right of Inspection. Buyer shall have the right to inspect the LV Series Kit Home upon receipt. Buyer must give written notice to Seller within sixty (60) days of receipt of any problems, claims, or damages due to the condition, quality, or grade of the delivered goods, and Buyer must specify the basis of the claim in detail. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance by Buyer of the LV Series Kit Home.

7. Seller's Instructions and Plans. Buyer acknowledges that Seller is providing documents and a DVD to assist Buyer with necessary pre-construction preparations. Buyer specifically acknowledges that the documents and DVD provided by Seller are to be used only for construction of one (1) LV Series Kit Home using the kit of parts supplied by Seller. Use of any or all of the documents, instructions, and/or plans provided by Seller for any reason other than the construction of the one (1) LV Series Kit Home provided by Seller is strictly prohibited. Buyer further agrees that it shall not reproduce, sell, transfer, exchange, publish, or cause to be published or posted in any public or private forum or print or electronic media, any of the documents, plans, instructions, or aides provided by Seller.

8. National Building Code Standards. Seller warrants that the structural design of the LV Series Kit Home complies with or exceeds National Building Code Standards. It is the responsibility of Buyer to ensure that all mechanical and electrical installations and glass installations meet or exceed National Building Code Standards and all applicable state and local codes, restrictions, and laws governing its erection in the location chosen by the Buyer. Seller is not responsible for any inability of Buyer to build the LV Series Kit Home in Buyer's desired location.

9. Good Title and No Encumbrances. Seller warrants that the title conveyed shall be good and its transfer is rightful. Seller warrants that at the time of signing this Contract and at the time of delivery to Buyer, the LV Series Kit Home is free from any security interest or other lien or encumbrance, and Seller neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of Seller.

10. Warranty. Seller warrants that the LV Series Kit Home shall meet the specifications described in this Contract, and the LV Series Kit Home shall be free from defects in materials and workmanship, and that the materials included shall conform to the requirements of the order that has been agreed upon by the parties. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

11. Parties' Addresses. Any shipments, mail, notices, or payments required hereunder shall be hand-delivered or sent by United States Mail as follows:

Buyer Mailing Address: _____

Buyer LV Series _____
Kit Home Address _____

Seller Mailing Address: Rocio Romero, LLC
PO Box 30
Perryville, Missouri 63775

Seller Physical Address: Rocio Romero, LLC
PCR 810
Perryville, Missouri 63775

12. Failure to Perform. Seller shall be excused for any delay or failure to perform due to fire, act of God, or similar catastrophe, strike, or labor trouble affecting Seller or Seller's suppliers or subcontractors, or any other cause beyond Seller's control.

13. Termination.

(a) Either party has the right to terminate this Contract upon written notice to the other party. If Buyer terminates this Contract after Buyer has paid the Deposit, Seller shall retain the full amount of the Deposit. If Seller terminates this Contract after Buyer has paid the Deposit, the Total Purchase Price, and/or the shipping charges, Seller shall refund the Remaining Balance and/or shipping charges to Buyer.

(b) In the event that Buyer executes this Contract and pays the Deposit to Seller, but Buyer does not pay the Total Purchase Price in full within three (3) years of the Contract execution date, then this Contract shall be terminated and Seller shall have no further obligation to Buyer under this Contract.

14. Assignment. Buyer may not assign its rights or delegate its performance under this Contract without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

15. Breach of Contract. In the event of any breach of this Contract by any party hereto, the non-breaching party shall have all remedies allowed by applicable law or in equity, including specific performance. In the event an action is brought by virtue of breach of the terms and provisions hereof, then the prevailing party in any such action shall be entitled to recover its reasonable costs and expenses incurred by virtue of such breach, including reasonable attorney fees, from the non-prevailing party.

16. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties to this agreement, their heirs, executors, administrators, successors, and assigns.

17. Severability. This Contract shall be performed and shall be enforceable to the full extent permitted by applicable law. The illegality, invalidity, waiver, or unenforceability of any paragraph, clause, or provision of this Contract shall not affect the legality, validity, applicability, or enforceability of

any other paragraph, clause, or provision of this Contract or of the Contract itself, unless such illegality, invalidity, or unenforceability would defeat an essential business purpose of this Contract. Such unenforceable provision shall be automatically amended so as to conform to the applicable laws while maintaining as closely as possible its initial purpose.

18. Entire Agreement. This Contract constitutes the entire agreement between the parties, and there are no representations, warranties, or conditions express or implied statutory or otherwise, other than those contained in this Contract. This Contract may not be modified or terminated orally, and no modification, termination, or attempted waiver shall be valid unless in writing signed by both parties.

19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, and Perry County, Missouri shall be the exclusive venue of any dispute arising hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:

ROCIO ROMERO, L.L.C.

a Missouri limited liability company

By: _____

Name: Rocio Romero

Title: Principal

BUYER:

Print Name: _____

EXHIBIT A

Seller shall have the right to substitute any or all of the following materials in the LV Series Kit Home with other materials that Seller deems to be equivalent.

1. The LV Series Kit Home
 - a. Description of LV type and quantities being purchased.
 - b. Description of drawings, supplies and instructions for each LV Series Kit Home.
 - c. Description of materials for each LV Series Kit Home.

2. Total Purchase Price: \$_____

3. Deposit: \$_____

4. Missouri Sales Tax (if applicable): 7.475%

5. Remaining Balance: \$_____

EXHIBIT B

SHIPPING AGREEMENT

THIS SHIPPING AGREEMENT (this “Agreement”), dated this _____ day of _____, 200____, is made by and between **ROCIO ROMERO, L.L.C.**, a Missouri limited liability company (the “Seller”) and _____ (the “Buyer”).

WHEREAS, Seller has sold to Buyer, and Buyer has purchased from Seller, the LV Series Kit Home as specifically set forth in the Contract for Sale of Goods executed by and between the parties, for which Buyer has paid the Total Purchase Price to Seller; and

WHEREAS, Seller shall ship the LV Series Kit Home to Buyer pursuant to the following agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **Shipment Departure and Arrival.** Seller shall ship to Buyer the LV Series Kit Home to the address specified in #2 below. The shipment departure date will be on: _____, 200____: at _____time. The shipment arrival date will be on: _____, 200____: at _____time.

2. **Buyer’s Shipping Address.** Seller shall ship the LV Series Kit Home to Buyer’s following address:

3. **Shipping Contact.**

a. Buyer directs Seller to coordinate the LV Series Kit Home shipment with the following shipping contact person: _____

b. If the shipping contact person is not the Buyer, then the address and telephone number for the shipping contact is as follows:

4. **Buyer’s Responsibility to Unload Kit.** Buyer is solely responsible for unloading the LV Series Kit Home upon its delivery by the shipper. If Buyer has designated a shipping contact person, Buyer is solely responsible for ensuring that such person is prepared to unload the LV Series Kit Home immediately upon delivery. Seller is NOT responsible for unloading LV Series Kit Home, nor is Seller responsible for making any arrangements for equipment required to unload the LV Series Kit Home. Buyer shall read, and shall instruct all necessary persons to read, Chapter 2 of the LV Series construction

instructions prior to shipment to prepare for receipt of the LV Series Kit Home. If Buyer delays in unloading the LV Series Kit Home, Buyer shall be fully responsible for all charges and fees listed below.

5. Two Hours for Unloading. Buyer shall have two (2) hours to unload the LV Series Kit Home. The two (2) hours allotted time for unloading will commence upon arrival of the truck to the site. If unloading takes longer than (2) two hours to complete, Buyer shall be fully responsible for the additional shipping charges specified below.

6. Contents Upon Arrival. Seller has accounted for all LV Series Kit Home contents prior to shipment; therefore, Seller is NOT responsible to account for LV Series Kit Home contents at time of delivery to Buyer's site.

7. Cost of Diesel. Upon execution of this Agreement, the price of diesel is \$_____. Two days prior to shipment, if the price of diesel has increased, Seller will notify Buyer of the increase and shall charge Buyer accordingly.

8. Fees.

a. Upon execution of this Agreement, Buyer shall pay to Seller the cost of shipping in full in the amount of \$_____, and Buyer shall pay to Seller an additional security deposit of \$500.00. If Buyer meets all terms of this Agreement and Seller does not incur additional expenses, then the \$500.00 deposit shall be returned to Buyer. If Buyer causes unnecessary delays or expenses, including, but not limited to, the items listed below, then Seller shall deduct such fees from the \$500.00. If such fees exceed the \$500.00 deposit, then Buyer shall be responsible for all additional expenses of Seller as well as all of Seller's attorney's fees required for collecting all payments due from Buyer.

b. In the event that Buyer is not prepared for unloading the LV Series Kit Home upon delivery by Seller, then Seller will charge Buyer \$75.00 per hour in waiting fees. If Seller has to spend the night due to Buyer delays, there will be an additional \$400.00 charge for every 24 hours Seller must wait to make delivery in addition to the \$75.00 per hour wait fees.

c. In the event that Buyer requests Seller to reschedule the shipping date after execution of this Agreement, Buyer shall pay Seller an administrative fee of \$250.00. If the rescheduled shipping date is seven (7) or more business days beyond the original shipping date, Buyer shall pay Seller a \$200.00 storage fee. Buyer shall pay an additional storage fee of \$200.00 for every additional thirty (30) day period that Seller must store the LV Series Kit Home for Buyer.

d. In the event that Buyer fails to accept the shipment, Seller shall have the right to enforce specific performance, or in the alternative, Buyer will be liable to Seller for all charges relating to return shipment of the LV Series Kit Home to Seller.

e. In the event that Buyer requests Seller to reschedule the shipping date after the shipment departure date specified in article one above, then, Seller shall deliver the goods to the closest local lumberyard that meets our shipping carrier's truck regulations. It is the Buyer's responsibility to pay all applicable storage fees, reloading fees, shipping fees, and any cost associated with final shipment to Buyer's home site.

9. Contract for Sale. All terms and provisions of the Contract for Sale of LV Series Kit Home between the parties are hereby incorporated in this Agreement and are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Shipping Agreement as of the day and year first above written.

SELLER:

ROCIO ROMERO, L.L.C.

a Missouri limited liability company

By: _____

Name: Rocio Romero

Title: Principal

BUYER:

Print Name: _____

EXHIBIT C

CONTRACT FOR CUSTOM DESIGN SERVICES

THIS CONTRACT FOR CUSTOM DESIGN SERVICES, dated this ____ day of _____, 200__, is made by and between **ROCIO ROMERO, L.L.C.**, a Missouri limited liability company (the “Seller”) and _____ (the “Buyer”).

WHEREAS, Seller and Buyer have entered into a Contract for Sale of Goods for the sale and purchase of an LV Series Kit Home; and

WHEREAS, Buyer has requested custom design services with respect to the LV Series Kit Home pursuant to the following agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Seller shall perform the following custom design services (“Custom Design Services”) with respect to Buyer’s LV Series Kit Home:

- a.
- b.
- c.

2. Fees.

a. Client shall pay to Company the non-refundable fee of \$1,000.00 (the “Engagement Fee”) upon execution of this Contract.

b. Fees for the Custom Design Services shall be deducted from the Engagement Fee as Company performs the services, pursuant to the schedule in Section 2(c). Upon exhaustion of the Engagement Fee, Client shall pre-pay to Company an additional \$1,000.00 from which fees shall be deducted. Client shall further pre-pay \$1000.00 to Company each time the Client’s balance reaches \$0.00. If Client fails to pre-pay as indicated above, Company will cease all Custom Design Services and Company shall have no obligation to send to Client any work completed. Upon Company’s completion of the Custom Design Services, if there is still a balance in the Client’s pre-paid account, such funds shall first be applied to any outstanding balance that Client may have with Company. If no other amounts are due to Company, Client shall receive the remaining balance.

c. Client shall be billed for Company’s services under this contract as follows:

| <u>Custom Design Services</u> | <u>Fees</u> |
|-------------------------------|-------------------|
| Designer’s Consultation | \$240.00 per hour |
| Project Management | \$120.00 per hour |
| Drafting | \$75.00 per hour |
| Clerical/Administrative | \$30.00 per hour |
| Reimbursement | Cost plus 10% |

d. The fees stated above include labor and normal expenses related to mailing and telecommunications. Items for which Company shall require reimbursement from Client include engineering services, reproductions, plotting, film processing, travel expenses, and postage. The fees stated above are subject to change at any time in Company's sole discretion.

3. Seller shall prepare and e-mail an itemized invoice to Buyer every fifteen (15) days. Buyer shall pay each invoice immediately upon receipt. If Buyer fails to pay any invoice promptly, Seller shall cease any and all Custom Design Services in progress upon the fifteenth (15th) day following the date that Seller e-mailed the invoice to Buyer, and Seller shall have no obligation to send to Buyer any work completed.

4. Balances are considered past due on the sixteenth (16th) day following the date that Seller emails the invoice to Buyer. Seller shall apply a 1.5% late charge per month on past-due balances.

5. All terms and provisions of the Contract for Sale of LV Series Kit Home between the parties are hereby incorporated in this Contract for Custom Design Services and are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract for Custom Design Services as of the day and year first above written.

SELLER:

ROCIO ROMERO, L.L.C.

a Missouri limited liability company

By: _____

Name: Rocio Romero

Title: Principal

BUYER:

Print Name: _____
