**Sale Agreement and Receipt for Construction Deposit**

This Sale Agreement and Receipt for Construction Deposit (the “***Agreement***”) is made and entered into on (the “***Effective Date***”), by and between ***Wind River Homes LLC***, an Oregon limited liability company, hereinafter called “***Seller***,” and **Enter Buyer(s) Name(s)**, hereinafter **[collectively]**, called “***Buyer***.” Seller and Buyer shall be referred to herein jointly as the “***Parties***” and severally as a “***Party***.”

1. **Non-Refundable Construction Deposit**

In consideration of the mutual promises contained herein, Seller has received from Buyer the sum of Thirty Thousand/100 Dollars ($30,000.00) (the “***Construction Deposit***”), payable as a non-refundable down payment for the purchase of the following described real property owned by Seller situated in the City of [City] , County of [County] and State of Oregon, commonly known as Lot [###] (the “***Lot***”) and legally described in Exhibit “A”, which is attached hereto and incorporated herein. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Lot and a custom built home with specifications to be determined according to the terms of this Agreement (the “***House***”). The Lot and House shall be referred to collectively herein as the “***Property***.” By signing this Agreement Buyer acknowledges that the Construction Deposit is non-refundable.

1. **Purchase Price**

The purchase price of [Number Written Out] ##/100 Dollars ($###.##) (the “***Purchase Price***”) shall be paid on the following terms:

* 1. The Construction Deposit above receipted for in the amount of Thirty Thousand/100 Dollars ($30,000.00); which has been paid directly to Seller;
	2. At the Builders Pre-Construction Meeting, as discussed further in Section 5 below, if the selections made by Buyer exceed Seller’s standard features. Buyer shall pay that difference as an additional construction deposit immediately paid directly to Seller; and,
	3. The balance of [Number Written Out] ##/100 Dollars ($###.##) due at Closing.
	4. Floor plan to be built: \_\_\_\_\_\_\_\_\_. Attached plan to be initialed. Final plans to be approved by buyer at the time of submission to the City of Salem.
	5. The Purchase Price for this residential construction project has been calculated based on the current prices for component building materials. If the price of materials significantly increases at any point prior to installation, the Purchase Price shall be increased by the amount necessary to cover any such significant price increase. An increase in price will be considered significant when the price of an item increases five percent (5%) or more between the Effective Date and the date of installation. Any increase to the Purchase Price shall be made as an additional Construction Deposit immediately paid by Buyer directly to Seller.
1. **Preliminary Title Report**

Within seven (7) days after full execution of this Agreement, Seller shall furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the “***Title Report***”). Buyer will have seven (7) days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer’s disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the “***Permitted Exceptions***.” Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. If Buyer notifies Seller of disapproval of any exceptions, Seller shall have fifteen (15) days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given with fifteen (15) days after expiration of such fifteen (15) day period, in which event this Agreement shall be null and void. Buyer may request an early issue title insurance policy but Buyer shall be solely responsible for all costs associated with such policy.

1. **Balance of Purchase Price**
	1. **[Select Option 1 or 2]**

❑[**Option 1** **Header:** Cash Transaction] This is an all cash transaction. Buyer to provide verification (the “***Verification***”) of readily available funds as follows:

**[Select Option a, b or c below]**

[Option 1a] Buyer has attached a copy of the Verification with the submission of this Agreement to Seller of Listing Licensee.

[Option 1b] Buyer will provide Seller or Listing Licensee, as identified in Section 44 below, with the Verification within business days (five [5] if not filled in) after this Agreement has been signed and accepted.

[Option 1c] Other: .

Seller may notify Buyer or Buyer's Licensee, in writing, of Seller's, unconditional disapproval of the Verification within (five [5] days if not filled in) ("***Disapproval Period***") following its receipt by Seller or Listing Licensee, in which case, all Construction Deposits shall be promptly refunded and this transaction shall be terminated. If Seller fails to provide Buyer or Buyer's Licensee with written unconditional disapproval of the Verification by 5:00 p.m. of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit the Verification within a time frame selected above, unless the Parties agree otherwise in writing this transaction shall be terminated.

❑[**Option 2 Header**: Financed Transaction] The Balance of the Purchase Price shall be financed via [Select One: a Conventional/FHA/Federal VA/Other (describe)] Loan (the “***Loan Program***”). Buyer agrees to seek financing through a lending institution (“***Lender***”) participating in the Loan Program identified above. Buyer [has attached/shall procure prior to the Builders Pre-Construction Meeting] a Pre-Approval Letter from Buyer’s Lender or a mortgage broker.

* 1. Financing Contingencies [Delete 4.2-4-5 if a Cash Transaction]

If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing contingencies (the “***Financing Contingencies***”):

* + 1. Buyer and the Property shall qualify for thte loan from Lender; and,
		2. Other (Describe): .

All Financing Contingencies are solely for Buyer’s benefit and may be waived by Buyer in writing at any time.

* 1. Failure of Financing Contingencies
		1. If Buyer receives actual notification that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the Parties shall have business days (two [2] if not filled in) following the day of Seller’s receipt of such notification to either (a) Terminate this transaction by signing a termination agreement; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified herein, this transaction shall be automatically terminated. Buyer understands that upon termination of this transaction, Seller shall have the right to retain the Construction Deposit, as well as any additional construction deposits required herein, and immediately place the Property back on the market for sale upon any price and terms as Seller determines, in Seller’s sole discretion.
	2. As of the date of signing this Agreement, Buyer makes the following representations to Seller:
		1. Buyer shall apply for a loan no later than business days (three [3] if not filled in) following the date Buyer and Seller have signed this Agreement, and will thereafter complete all reasonably necessary papers in a timely manner and exercise best efforts (including payment of all application, appraisal, and processing fees, where applicable) to obtain the loan;
		2. Buyer shall make a good faith effort to secure the ordering of the Lender’s appraisal no later than expiration of the Inspection Period in Section 30 of this Agreement, or if a Professional Inspection Addendum is used, expiration of the Inspection Period as defined therein;
		3. Buyer currently has liquid and available funds for the Construction Deposit and down payment, sufficient to Close the transaction described herein, and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or Closing of other property, 401K disbursement, etc.) except as follows (Describe): .
		4. Buyer authorizes Buyer’s Lender or mortgage broker to provide non-confidential information to Seller regarding Buyer’s loan application status.
		5. Buyer shall promptly notify Seller or Seller’s Licensee if, after signing this Agreement, Buyer substitutes another lender for any reason. Notwithstanding the preceding, Buyer shall not be permitted to select a Loan Program different than the one selected in Section 4.1 above, without Seller’s advance written consent.
		6. Buyer agrees to keep Seller promptly informed of all other material non-confidential developments regarding Buyer’s financing and the timing of Closing.
1. **Pre-Construction Meeting**

Buyer agrees to schedule a Builders Pre-Construction Meeting with Seller and a site agent within fourteen (14) days of the Effective Date (the “***Pre-Construction Meeting***”). Buyer shall provide Seller with a pre-approval letter from Lender in order to determine the available features. The Meeting will address the following items:

* 1. Seller shall explain the Buyers Selection Book;
	2. Buyer shall select all color options;
	3. Buyer shall make all interior and exterior stone selections; and,
	4. Buyer shall make all feature and upgrade selections. All upgrade selections will be paid directly to Seller prior to installation of the product.
1. **Buyer Selections**
	1. Buyer agrees to attend all necessary appointments in order to make Buyer’s selections;
	2. Buyer’s selections shall be final and binding. Any changes made by Buyer after the Pre-construction meeting will require the payment upfront of a Two Hundred Dollars No/100 ($200.00) fee and require the Parties to execute an Addendum, any such sums shall be paid directly to Seller. Pricing for all changes shall be based on bids from Seller’s subcontractors;
	3. Buyer agrees that the prices for all selections shall be the price in effect at the time of selection;
	4. If Buyer has not made such selections within the required time period, Seller shall make selections for Buyer. Buyer shall be bound by any such selections;
	5. If Buyer’s selections become unavailable at the time of construction for any reason, including a change in suppliers, Buyer will make another selection within five (5) days of being notified of such unavailability;
	6. Buyer agrees that Seller assumes no liability for deviations in color or texture that are associated with the manufacturing process; and,
	7. Buyer acknowledges that color variations in all natural and some man-made products are to be expected and shall be binding on Buyer, provided those variations are within industry tolerances.
2. **Siting and Features**
	1. Buyer acknowledges that the House may be built in reverse of the floor plan shown in the brochure or model.
	2. Buyer understands that due to Lot elevations and grading, steps may be required in the following locations:
		1. House to back patio;
		2. Garage to House;
		3. House to porch;
		4. Porch to walkway;
		5. Walkway to driveway;
		6. Walkway to backyard; and,
		7. Walkway to city sidewalk.
	3. Buyer acknowledges that the current inventory plan offered may have features not included in the House.
	4. Buyer acknowledges that the design, specification levels and pricing of features in each home may vary, even for the same or similar models. If Buyer has seen a model of the House at the **Affinity Estates**, Buyer understands that there may be differences in design, specification levels, and pricing between the House and the same or similar models located in the **Affinity Estates.**
	5. Seller makes no representations with regards to the exact width, depth, or height of the House as actual as-built dimensions may vary.
	6. Seller reserves the sole right to determine the location, configuration, and orientation of the House, including the garage, upon the Lot.
	7. Seller reserves the right to change or limit the prices, terms, or designs of the other homes in the community and change or limit any options or included features offered. If Seller changes or limits the prices, terms, or designs of other homes in the community or changes or limits any options or included features, Seller shall have no obligation to make corresponding changes to the House.
	8. Seller reserves the right to select the exterior building materials and façade in order to maintain consistency throughout the **Affinity Estates**. These selections shall be made in Seller’s sole discretion and are subject to change prior to Closing in order to accommodate changes in the **Affinity Estates**.
3. **Additions Prior to Closing**

Buyer agrees to not make any personal changes or additions to the House or Lot prior to Closing, including, but not limited to, the installation or addition of any equipment, wiring, appliances, wall coverings, sprinkler systems, or paint.

1. **Site Visits During Construction**

Buyer and Buyer’s visitors may visit the Property prior to Closing only with written authorization from Seller and while accompanied by one of Seller’s representatives. Site visiting hours are Monday through Friday after 6pm, and Saturday and Sunday after 5pm. In the case where workers are on site you will need to reschedule your visit.

1. **Assignment**

The Buyer's rights in this Agreement are not assignable without prior written consent of Seller, which consent may be unreasonably withheld in Seller's sole discretion.

1. **Binding Effect**

Subject to the restriction on assignment set forth above, this Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Buyer and Seller.

1. **Deed and Encumbrances**

The Property is to be conveyed, unless otherwise provided, by Statutory Warranty Deed, free and clear of all liens and encumbrances created by Seller except zoning ordinances, covenants, conditions and restrictions, building and use restrictions, easements of record, and Permitted Exceptions. All Seller's obligations both collateral and direct shall merge at Closing.

1. **Title Insurance**

After Closing, Escrow Agent shall furnish Buyer with a standard ALTA owner’s policy of title insurance in the amount of the Purchase Price, standard form, insuring Buyer as the owner of the Property subject only to the usual preprinted exceptions in an owner’s standard form title insurance policy and the Permitted Exceptions.

1. **Property Included**

All built-in appliances, floor coverings, window and door screens, doors and windows, irrigation, plumbing, ventilation, cooling and heating fixtures and equipment, water heaters, attached electric light fixtures; planted shrubs, plants and trees, and all fixtures are part of the Property and shall be left on the Property by Seller.

1. **Area**

Seller does not represent or warrant the value, square footage of any structure or the acreage or boundaries of any land being purchased.

1. **Smoke Detector**

A working smoke detector has been or shall be installed in each dwelling unit according to Oregon law prior to Closing this transaction.

1. **Prorate**

Seller and Buyer agree to prorate the taxes for the current tax year, interest and other items as of Closing, as defined in Section 18 below. If Closing occurs before the tax rate is fixed for the then current tax year, the apportionment of taxes shall be made on the basis of the tax rate for the preceding tax year applied to the latest assessed valuation of the Property, and when the tax rate is fixed for the tax year in which Closing occurs, Seller and Buyer shall adjust the proration of taxes and, if necessary, shall refund or pay such sums to the other Party as shall be necessary to effect such adjustment.

1. **Closing**

This transaction shall be closed on or before [Enter Date], or as soon thereafter as conditions are met and financing and closing documents have been prepared (“***Closing***”). Buyer acknowledges that the date of Closing may be updated upon the completion of the foundation. This transaction shall be closed in escrow by First American Title, 681 Glatt Circle Woodburn, OR 97071 as Escrow Agent (alternately referred to herein as “***Escrow***” or the “***Escrow Agent***”), the cost of which shall be shared equally between Seller and Buyer. Encumbrances to be discharged by Seller may be paid at Seller's option out of purchase money at date of closing. If Buyer requests to extend Closing for any reason, Buyer will be responsible for paying a Two Hundred Dollars and No/100 Dollar ($200.00) per day fee, for each day Buyer extends past the agreed upon Closing date.

1. **Commencement of Construction**

If construction has not begun as of the date of this Agreement commencement of construction is estimated to begin on [Insert Date].

1. **Utilities**

Seller shall pay all utility bills accrued to date that Buyer is entitled to possession, if any.

1. **Possession**

Possession of the Property is to be delivered to the Buyer once the transaction is recorded and the funds are available to Seller. Possession will take place no earlier than 5pm on the date the transaction is recorded.

1. **Warranties and Recommended Maintenance Schedules**
	1. Oregon law requires that Contractors entering into a contract to build a new residential structure on or after July 1, 2008 must make a written offer of warranty (the “***Contractor’s Warranty***” see ORS 701.320) to a buyer who is the owner or first purchaser which covers defects in materials and workmanship for the structure. The type, extent, scope, cost, provider, and length of Contractor’s Warranty are up to the Seller. (Note: Buyer may refuse the Contractor’s Warranty and Seller may withdraw the offer to construct the structure, as long as this Agreement has not yet been signed by BOTH Parties.)

Has Buyer received a copy of the Contractor’s Warranty before signing this Agreement?  Yes  No

* 1. Pursuant to ORS 701.335 for all new residential structures (1-4 family dwellings, condominiums, modular homes, manufactured dwellings, and floating homes) on which construction is completed on or after July 1, 2008 and Buyer is the first purchaser or owner of the structure, Seller shall provide Buyer with a recommended maintenance schedule. (Note: that the Construction Contractor’s Board has prepared a recommended minimum maintenance schedule in Oregon Administrative Rule (812-012-0120(4).) The maintenance schedule must be given by the contractor to Buyer at the time that the written offer of warranty is made under ORS 701.320.

Has Buyer received a copy of the maintenance schedule before signing this Agreement?  Yes  No

1. **Seller Representations**

Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

* 1. The House is connected to a public sewer system and a public water system.
	2. At the earlier of possession or Closing, the House will have one or more operating smoke alarms, smoke detectors, or carbon monoxide detectors as required by law (See http://www.oregon.gov/OSP/SFM/).
	3. Seller has no actual knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and may exist in the Property.
	4. If construction has been completed, all electrical wiring, heating, cooling, plumbing, and irrigation equipment and systems and the balance of the Property, including the yard, will be in substantially its present condition at the time Buyer is entitled to possession.
	5. At the time of Closing, the House will be in broom-clean condition, and the remainder of the Property will be clean and free of all equipment, tools, and construction debris.
	6. Seller has no notice of any liens or assessments to be levied against the Property.
	7. Seller has no notice from any governmental agency of any violation of law relating to the Property.
	8. Seller represents and warrants that Seller has constructed all improvements in accordance with all applicable laws, ordinances, codes, and regulations.
	9. Seller is not a “foreign person” under the Foreign Investment in Real Property Tax Act (“***FIRPTA***”) as defined in this Agreement.
	10. Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
	11. Seller will keep the Property fully insured against loss by fire or other casualty in an amount not less than the Purchase Price. Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition which could result in making any previously disclosed material information to the Property substantially misleading or incorrect. These representations are made to the best of Seller’s knowledge. Seller may have made no investigations. [Optional] Exceptions to Items 23.1 through 23.10 are: .
1. **Construction Liens**

Seller warrants and represents that from and after the date of Closing, all Seller’s contractors, subcontractors, suppliers, and all others who provided labor or material to the Property or who have the right to lien, will have been fully paid and/or will have released all of their lien rights as against the Property.

1. **“AS IS”**

Buyer agrees to purchase the above described Property in its present condition, "AS IS" and subject to all defects known or unknown, and planning and zoning designations and restrictions, at the price and on the terms and conditions set forth above, on the basis of Buyer's examination of the Property. Buyer has had adequate opportunity to inspect the Property and investigate all matters pertaining to it. Buyer has not received or relied upon any statements made by Seller which are not expressed in this Agreement. The Property is sold in gross and no representations have been made regarding acreage or square footage.

1. **Disclosure/Exemption**

This is the first sale of a dwelling never occupied. Seller represents that this home was constructed or installed under building or installation permit(s):

Fill in Numberissued by theCity of Salem

1. **Homebuyer Protection Act**

Oregon’s Homebuyer Protection Act (“***The Act***”) is designed to protect homebuyers against construction lien claims arising before Closing but recorded after Closing of the sale. The Act applies to single-family residences, condominiums, and 1-4 family residential buildings. It provides that if construction is completed on certain new or existing residential property within three (3) months prior to the sale, the Seller is required to provide to the buyer certain protections from the construction liens. It also requires that before Closing, the Seller must deliver to the Buyer a completed and signed form designated by the Oregon CCB, specifying either the methods of protection selected by the Seller or stating that it does not apply to the subject property. For further information, and other related forms, check with your Title Company or legal counsel, or visit www.ccb.state.or.us.

1. **Construction Contractor’s Board (CCB)**

Seller represents that:

* 1. Seller is currently licensed with Oregon Construction Contractor’s Board (“***CCB***”) and holds the following endorsements [Check all that apply]:

( x ) Residential; or,

( ) Both Residential and Commercial;

* 1. To the best of Seller’s knowledge, Seller is in full compliance with all requirements of ORS Chapter 701, governing construction contractors;
	2. To the best of the Seller’s knowledge, Seller is in full compliance with all state and federal laws regarding social security, income, and unemployment taxes, and workers compensation insurance;
	3. Seller is bonded as required by Oregon laws, and said bond has not been reduced, exhausted, or cancelled;
	4. Seller is insured for public liability, personal injury, and property damage, as required by Oregon laws and said insurance has not been reduced, exhausted, or cancelled;
	5. Seller has used and shall only use licensed subcontractors properly endorsed for the work to be performed as required by law;
	6. Seller has not been sanctioned or disciplined by the CCB.
	7. [Optional] Exceptions to items (a) through (g) are: .
1. **Insulation Certificate**

Seller agrees to promptly provide Buyer with information regarding the type of insulation, its location, its thickness, and R-value used throughout the House.

1. **Inspections**

Seller has used and shall only use licensed subcontractors properly endorsed for the work to be performed as required by law.

* PROFESSIONAL INSPECTIONS. At Buyer’s expense, Buyer may have the Property and all elements and systems thereof inspected by one or more professionals Oregon Licensed Professional unrelated to Buyer. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which may include testing or removal of any portion of the Property including radon and mold. Buyer understands that Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer’s behalf. Buyer shall have business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement, (hereinafter “***the*** ***Inspection Period***”) in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. However, during the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any time during the Inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of Buyer’s unconditional disapproval of the Property based on any inspection report(s). Buyer shall promptly provide a copy of all reports to Seller. **If Buyer fails to provide Seller or Listing Licensee with written unconditional disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding ALL of Buyer’s requested repairs, the Inspection Period shall automatically terminate, unless the Parties agree otherwise in writing**.
* ALTERNATIVE INSPECTION PROCEDURES. IF CONSTRUCTION IS NOT YET COMPLETED, INSPECTION/WALK THROUGH TO BE DONE WITH SELLER’S AGENT AND BUYER AT TIME CERTIFICATE OF OCCUPANCY IS OBTAINED.
* BUYER’S WAIVER OF INSPECTION CONTINGENCY. Buyer represents to Seller and all Licensees and Firms that Buyer is fully satisfied with the condition of the property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of this transaction. Buyer’s election to waive the right of inspection is solely Buyer’s decision and at Buyer’s own risk.
1. **Statutory Notice**

The following is the notice as required by Oregon law: “THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

1. **Agency Disclosure**
	1. of is exclusively the agent of Buyer;
	2. of is acting exclusively as Seller’s agent;

**ACKNOWLEDGED:**

 **Buyer:**  **Date:**  **Seller:**  **Date:**

**Buyer:**  **Date:**  **Seller:**  **Date:**

[**Option**: of is acting as the real estate agent of both Buyer and Seller.]

1. **Notice**

All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by email, certified or registered mail, return receipt requested, to the appropriate Party at the address set forth below. Any notice so transmitted shall be deemed effective on the date it is received by the receiving Party. Either Party may, by written notice, designate a different address for purposes of this Agreement.

Buyer: [Buyer Address]

Seller: Wind River Homes, LLC

P.O. Box 9212

Brooks, OR 97305

1. **Early Termination**

Seller may terminate this Agreement for convenience at any time prior to Closing by providing Buyer with five (5) days prior written notice of termination. In the event Seller terminates this Agreement for Seller’s convenience, Seller shall refund to Buyer all Construction Deposits paid to Seller. Upon tender of these sums to Buyer, this Agreement shall be terminated, and Buyer shall have no other rights or remedies to enforce this Agreement, including but not limited to, specific performance or a suit for damages. Buyers sole remedy for seller’s termination of this agreement for convenience shall be limited to the refund of the construction deposits paid to seller, and seller shall not be liable for any incidental or consequential damages of any kind.

1. **Seller’s Remedies**

If Seller signs and accepts this Agreement and title is marketable; and (a) Buyer has misrepresented Buyer’s financial status; or (b) Buyer’s bank does not pay, when presented, any check given as earnest money; or (c) Buyer fails to redeem, when due, any note given as a Construction Deposit; or (d) Buyer fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, then Seller shall have any of the following options:

* 1. Seller may seek damages; or,
	2. Seller may seek specific performance of this Agreement; or,
	3. Seller may retain the Construction Deposits paid or recover the amount of the Construction Deposits agreed to be paid herein either as liquidated damages, or as otherwise allowed under Oregon law.
1. **Attorneys’ Fees**

In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the US Bankruptcy code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing Party shall be entitled to recover from the losing Party its attorneys’, paralegals’, accountants’, and other experts’ fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

1. **Marketing Materials**

Buyer acknowledges and understands that the Property and the totality of the **Affinity Estates** may be used in photographs, videos, and advertising materials after title has transferred. By signing this Agreement, Buyer consents to Seller’s use of any such photographs.

1. **Rule of Construction**

Any rule of construction interpreting a document against its drafter shall be inapplicable.

1. **Counting of Days**

Whenever a time period set forth in this Agreement would otherwise expire on a day other than a business day, such time period shall be deemed extended to the next following day which is a business day. As used in this Agreement, “business day” means a day other than a Saturday, Sunday, or banking, federal, or State of Oregon holidays.

1. **Counterparts, Electronic Transmission and Electronic Signatures**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Parties agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act (“***UETA***”) as codified in ORS Chapter 84. At the request of either Party, the Parties shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Party.

1. **Integration**

This Agreement embodies the entire agreement of the Parties hereto. Buyer acknowledges that Buyer has not relied upon any statements made by Seller or Seller’s agents which are not set out in writing in this Agreement. If any portion of this Agreement is deemed to be invalid, the remainder hereof shall be given full force and effect.

1. **Authority to Sign**

The Parties represent and warrant that the undersigned are duly authorized to execute this Agreement on behalf of their respective Parties.

1. **Time of Essence**

Time is of the essence of the payment and performance of each of the obligations under this Agreement.

1. **Governing Law and Venue**

The Parties hereby submit to jurisdiction in Marion County, Oregon, and agree that any and all disputes arising out of or related to this Agreement shall be litigated exclusively in the Circuit Court for Marion County, Oregon, and in no federal court or court of another county or state. Each Party to this Agreement further agrees that pursuant to such litigation, the Party and the Party's officers, employees, and other agents shall appear, at that Party's expense, for deposition in Marion County, Oregon.

1. **Agreement to Purchase**

Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of one completely filled-in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied upon any oral or written statements, made by Seller or any Licensee, which are not expressly contained in this Agreement. Seller and any Licensee(s) do not warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing or should be made an express contingency in this Agreement.

The Deed for the Property shall be prepared in the name of .

This offer shall automatically expire on \_\_\_\_\_\_\_\_ at 5:00 p.m. (the “***Offer Deadline***”), if not accepted by that time.

Buyer may withdraw this offer before the Offer Deadline any time prior to Seller’s acceptance. If Seller accepts this offer after the Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within business days (two [2] if not filled in) after the date of Seller’s acceptance by so indicating at Section 45 below. This offer may be accepted by Seller only in writing.

Buyer Date , a.m. p.m.

Buyer Date , a.m. p.m.

Address

Phone Phone Fax

Email

This offer was submitted to Seller for signature at on , 20\_\_\_ By (Licensee presenting offer).

1. **Acceptance-Agreement to Sell**

Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands and accepts.

Seller Date , a.m. p.m.

Seller Date , a.m. p.m.

Address

Phone Phone Fax

Email

1. **Rejection/Counter Offer:** *select one*: ( ) Seller does not accept the above offer, but makes the attached counter offer. ( ) Seller rejects Buyer’s offer with no counter offer.

Seller Date , a.m. p.m.

Seller Date , a.m. p.m.

Address

Phone Phone Fax

Email

1. **Buyer’s Acknowledgement:** Buyer acknowledges receipt of a copy of Seller’s written response to this Agreement. If Seller’s response is an acceptance of Buyer’s offer that occurred after the Offer Deadline identified at Section 44 above. Buyer (*select only one*) ( ) Agrees

( ) Does not agree, to be bound thereby. (The failure to check either box shall **constitute rejection of Seller’s acceptance after the Offer Deadline.)** If Buyer checks the box agreeing to be bound by Seller’s late acceptance occurring after the Offer Deadline, this Agreement shall become binding on all Parties only when Buyer(s) has/have signed below and transmitted it to Seller or Seller’s Licensee.

Buyer Date , a.m. p.m.

Buyer Date , a.m. p.m.

 **Enter Date, Time, and Method of Transmission of Buyer’s**

Acceptance via Date , a.m. p.m.

1. **Firms/Licensees:**

Seller Licensee Selling Firm

Firm Office Address

License # \_\_\_\_\_\_\_\_\_\_\_\_ Phone

Email

Listing Licensee

Listing Firm Office Address

License # \_\_\_\_\_\_\_\_\_\_\_\_ Phone

Email

Buyer’s Licensee Selling Firm

Buyer’s Firm Office Address

License # \_\_\_\_\_\_\_\_\_\_\_\_ Phone

Email

1. **Employment of Attorneys**

The law firm of Saalfeld Griggs P.C., of Salem, Oregon, has been employed by the Seller to prepare the documents in conjunction with this Agreement, and such attorneys represent only the Seller in this matter. **Buyer is hereby encouraged to seek and obtain legal counsel prior to signing this Agreement.**

**SELLER: BUYER:**Wind River Homes, LLC [Buyer’s Full Name]

By: By:
 Angela K. Tovar, Member Name:
 Title:

By: By:
 Richard T. Tovar, Member Name:
 Title:

**Exhibit A**

ORS 92.010 to 92.190 requires all conveyances to document the following information if available: the parcel/lot number and plat recording number; the partition/subdivision decision number if no plat was recorded; or a reference to the final judgment or other document that evidences a lien foreclosure or foreclosure of a recorded contract for the sale of the real property. If the parcel was only created by deed, then only a legal description is necessary.

**Choose one option below:**

Option 1) Lot/Parcel \_\_\_\_\_\_ of subdivision/partition plat number \_\_\_\_\_\_\_\_ recorded in the County Book of Town Plats volume \_\_\_\_\_\_\_\_\_\_, page number \_\_\_\_\_\_\_\_\_\_.

Option 2) Lot/Parcel number \_\_\_\_\_\_\_\_\_ of County partition/subdivision decision \_\_\_\_\_\_\_\_\_\_\_, more particularly described as:

Option 3) Parcel number \_\_\_\_\_\_\_ of County Circuit Court Order number \_\_\_\_\_\_\_\_\_\_, more particularly described as:

Option 4)