

1 **RV PURCHASE OPTION AGREEMENT**

2 THIS AGREEMENT is entered into on \_\_\_\_\_ by and between  
3 \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter  
4 "Seller"), and \_\_\_\_\_, located at  
5 \_\_\_\_\_ (hereinafter "Buyer").

6 For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree  
7 as follows:

8 **1. Offer To Purchase; Acceptance.** Subject to the Contingency Clause and Financing Clause below,  
9 Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the following recreational  
10 vehicle:

11 \_\_\_\_\_.

12  
13 **2. Contingency Clause; Financing Clause.** Upon entering into this Agreement, Buyer shall pay to  
14 Seller the following amount: \_\_\_\_\_ Dollars (\$\_\_\_\_)  
15 (hereinafter "Deposit").

16  
17 **a.** Upon accepting the Deposit, Seller covenants and agrees to refrain from selling the RV to  
18 anyone other than the Buyer for \_\_\_\_\_ calendar days from the date of this Agreement  
19 ("Inspection and Financing Period"). Therefore, the Inspection and Financing Period shall  
20 end at 5:00pm (\_\_\_\_\_ Time Zone) on \_\_\_\_\_. If the final date of the  
21 Inspection and Financing Period falls on a Saturday, Sunday or banking holiday, then the  
22 time of such period shall be deemed extended to the next day which is not a Saturday,  
23 Sunday or banking holiday.

24 **b.** If Seller should sell the RV to anyone other than the Buyer during the Inspection and  
25 Financing Period, Seller shall be in breach of this Agreement and Buyer shall be entitled to  
26 the remedies set forth below.

27 **c.** By entering into this Agreement and paying the Deposit, Buyer receives the right to inspect  
28 the RV during the Inspection and Financing Period and the right, but not the obligation, to  
29 purchase the RV. If Buyer decides not to purchase the RV at any time prior to the end of the  
30 Inspection and Financing Period or if the Buyer is not able to obtain financing at any time  
31 prior to the Inspection and Financing Period, the Deposit shall be refundable to the Buyer,  
32 and the Seller shall return the Deposit to the Buyer and Buyer shall not be in breach of this  
33 Agreement.

34 **d.** If during the Inspection and Financing Period, the Buyer decides to purchase the RV from  
35 the Seller, the Deposit shall be credited towards the Purchase Price. The sale shall be  
36 completed at a date and time to be decided upon by the parties and shall be completed when  
37 the Seller delivers the keys and title to the RV and the Buyer pays to Seller the remainder of  
38 the Purchase Price.

39 **e.** Upon the termination of the Inspection and Financing Period, the Deposit shall become  
40 non-refundable and Seller may retain the Deposit and may sell the RV to someone other than  
41 the Buyer. However, if after the expiration of the Inspection and Financing Period, the Seller  
42 agrees to sell the RV to the Buyer and the Buyer agrees to purchase the RV from the Seller,  
43 the Deposit shall be credited towards the Purchase Price.

44 **3. Purchase Price.** As of the date of this Agreement, the parties anticipate that the purchase price of  
45 the RV shall be

46 \_\_\_\_\_ Dollars

47 (\$\_\_\_\_\_); however, this is subject to change due to events including but not limited

48 to an inspection or other event that would cause the parties to adjust the price of the RV prior to  
49 completing the purchase (“Purchase Price”).

50

51 4. **Remedies.** Seller acknowledges that if Seller were to sell the RV to someone other than the Buyer  
52 during the Inspection and Financing Period, that such actions would constitute a breach of this  
53 Agreement by Seller and that Buyer would be entitled to the following remedies, which shall be  
54 cumulative: (a) The Deposit, (b) the cost of the RV inspection if one was obtained by the Buyer, and  
55 (c) an amount of \$\_\_\_\_\_ which shall constitute the agreed upon amount by the parties to make the  
56 Buyer whole. Alternatively, the parties also agree that if the Seller were to sell the RV to someone  
57 other than the Buyer during the Inspection and Financing Period, that such actions would cause  
58 irreparable harm to Buyer and therefore, Seller agrees and consents to Buyer filing in a court of  
59 competent jurisdiction any and all legal and equitable remedies available under the law, including but  
60 not limited to an action for specific performance, and that no bond or other security shall be required  
61 of Buyer in obtaining such equitable relief, and Seller hereby consents to the issuance of such  
62 equitable relief and to the ordering of specific performance.

63

64 5. **Miscellaneous.** This Agreement embodies the entire agreement between the parties and cannot be  
65 varied except by the written agreement of the parties. All promises, representations and warranties  
66 intended to extend beyond the closing date shall survive the closing date. Time is of the essence of  
67 this Agreement. The parties to this Agreement have both been given the opportunity to obtain  
68 separate legal counsel. All of the terms and conditions of this Agreement are hereby made binding on  
69 the successors and permitted assigns of both parties hereto. This Agreement shall be governed by the  
70 laws of the State where the RV is located as of the date of this Agreement. Any disputes or claims  
71 arising between the parties shall first be mediated by the parties, the costs of which shall be borne  
72 equally among the parties. In the event that a legal action is brought to enforce the terms of this

73 Agreement, the prevailing party shall be entitled to collect its costs of court, including reasonable  
74 attorneys' fees. If any provisions of this Agreement are held to be illegal, invalid or unenforceable  
75 under present or future laws, such provision shall be fully severable, and this Agreement shall be  
76 construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a  
77 part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and  
78 effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from  
79 this Agreement, provided that both parties may still effectively realize the complete benefit of the  
80 transaction contemplated hereby. No modification or amendment of this Agreement shall be effective  
81 unless made in writing and executed by both Seller and Purchaser. In the event any approval or  
82 consent is required pursuant to any provision of this Agreement, such approval or consent shall be  
83 deemed given only if it is in writing, executed by the party whose approval or consent is required.  
84 Both parties shall execute such documents hereafter from time to time as may be required to carry  
85 out the respective obligations of the parties hereunder.

86

87 IN WITNESS WHEREOF,

88 \_\_\_\_\_  
89 Seller Signature / Date Seller Printed Name

90 \_\_\_\_\_  
91 Seller Address

92 \_\_\_\_\_  
93 Buyer Signature /Date Buyer Printed Name

94 \_\_\_\_\_  
95 Buyer Address