

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

