

## ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is executed contemporaneously with, and as additional consideration for, an installment or sales contract ("Contract") for the purchase of a manufactured home ("Home") as described in the Contract by the purchaser ("Purchaser") from the selling retailer ("Retailer"). In addition to the Purchaser and Retailer, their successors and assigns, this Agreement inures to the benefit of the manufacturer of the Home and of the lender or mortgagee, if any, which provides the financing for the purchase of the Home, their successors and assigns. This Agreement is subject to the requirements and limitations in regulations adopted by the Texas Department of Housing and Community Affairs, Manufactured Housing Division ("TDHCA MH Div."), as set forth in Title 10, Chapter 80, Texas Administrative Code.

All claims, disputes, and controversies arising out of or relating in any way to the sale, purchase, or occupancy of the Home including, but not limited to, any negotiations between the parties, the design, construction, performance, delivery, condition, habitation, installation, financing, repair or servicing of the Home and any warranties, either express or implied, pertaining to the Home, and including claims for equitable relief or claims based on contract, tort, statute, or any alleged breach, default, or misrepresentation, will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. All Arbitration hearings will be heard in the Supplementary Procedures for Consumer-Related Disputes and the Consumer Due Process Protocol. Copies of the rules may be obtained by writing the AAA at 13455 Noel Rd., Suite 1440, Dallas, TX 75240. Any contests to the validity or enforceability of this agreement by the Provisions of the Federal Arbitration Act.

Arbitration may be initiated by any party by sending written notice if its intention to arbitrate ("Notice") to the other parties, to the AAA office set forth above, and to TDHCA MH Div., P. O. Box 12489, Austin, TX 78711. The Notice will contain a description of the claim, dispute, or controversy and the remedy requested. The manufacturer, the lender, or mortgagee may elect to initiate and be bound by the arbitration by giving the Notice, each, in its sole discretion, may opt out of, and elect not to be bound by, the arbitration by giving written notice of the election to all parties within twenty (20) days after receipt of the Notice from another party. In no event may any demand for arbitration be made after the date when the institution of a legal or equitable proceeding based on the claim, dispute, or controversy question would be barred by the applicable statute of limitations. The arbitration will be conducted by a panel of three arbitrators, one of whom is appointed by the Purchaser and another by the Retailer with the third selected by the two appointees.

The decision or award shall be final and binding on all parties, their successors and assigns, and judgment on the decision or award may be entered by any court having jurisdiction. This Agreement shall not supercede nor interfere with the informal dispute resolution process of TDHCA MH Div., and all disputes involving warranties must be submitted to TDHCA MH Div., for processing.

This Agreement does not constitute a waiver of any substantive rights or remedies available to any party under applicable law, but rather is an election to resolve claims, disputes, and controversies by arbitration rather than the judicial process. **THE PARTIES KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL.** The arbitration will be held at a time and place set by either the arbitrator in panel in \_\_\_\_\_ County, Texas.

\_\_\_\_\_  
(Date of Agreement)

\_\_\_\_\_  
(Purchaser(s) name(s))

\_\_\_\_\_  
(Name of Retailer)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

