

**NCMHA  
MODEL ARBITRATION AGREEMENT**

This Arbitration Agreement (“Agreement”) is executed at the same time as, and in consideration for, a contract to purchase, a purchase agreement or a retail installment sales contract (“Contract”) relating to the purchase and/or financing of a manufactured or modular home (“Home”) and related personal property and services, all as more fully described in the Contract between the purchasers signing below (“Purchaser”) and (Name of Manufactured Home Retailer), whether doing business under that name or under a trade name of \_\_\_\_\_ (“Seller”). The parties hereto acknowledge that this Agreement is part of the Contract.

This Agreement is binding on and operates to the benefit of the Purchaser, the Seller, and their officers, employees, agents, successors and assigns. This Agreement is also for the benefit of the manufacturer of the Home, and any entity providing financing or insurance in connection with such purchase (and including any acquisition of real property where the Home is to be placed), and their officers, employees, agents, successors and assigns.

All claims, disputes, and controversies arising out of or relating in any way to the sale, purchase, design, manufacture, construction, delivery, installation, repair, servicing, providing of improvements to any real property where the Home is to be placed, occupancy of the Home, any goods, services or insurance products offered or sold in connection with the Contract, or arising out of the financing of the Home, related personal property and services (and including any acquisition of real property where the Home is to be placed), including, but not limited to, any negotiations between the parties or any relationship that results from

any of the foregoing, including claims for equitable relief or claims based on contract, tort, statute, warranty, or any alleged breach of contract, negligence, fraud, misrepresentation, suppression of fact, or inducement, will to the fullest extent permitted by law be resolved by binding arbitration administered according to the Revised Uniform Arbitration Act of North Carolina (the "Act").

Arbitration may be initiated by any party by sending written notice of its intention to arbitrate ("Notice") to Seller through its registered agent and to Purchaser at Purchaser's last known address. The Notice will contain a description of the claim, dispute, or controversy and the remedy requested. 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 in question would be barred the applicable statute of limitations or laches. For any claim requesting relief or an award of \$100,000 or more, the arbitration will be conducted before a panel of three independent and impartial arbitrators selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise mutually agreed, such arbitrators shall be lawyers licensed in North Carolina, with five or more year's experience both in the practice of Commercial Law and in conducting arbitrations. For any other claim, the arbitration will be conducted by one independent and impartial arbitrator selected by mutual agreement of Purchaser and Seller. If the parties cannot agree on an arbitrator, either party may apply to court for an order appointing an independent arbitrator.

The Arbitrator will deliver the decision or award in writing with a summary of the reasons for the decision or award, and the decision or award shall be final and binding on all parties, their successors and assigns. In an appropriate case, the arbitrator may grant a

motion to dismiss the claim or a motion for summary disposition of the claim. Judgment on the decision or award may be entered by any court having jurisdiction. Fees and costs of the arbitration shall be shared equally by Purchaser and Seller.

Notwithstanding the terms of this agreement, action by any person, firm or corporation to take possession of or to sell or otherwise transfer ownership of or title to the Home, or of any related real or personal property or possessions, as collateral securing payment or performance by the Purchaser under the Contract, or as allowed by any financing for such purchase (including without limitation the exercise of any rights under any mortgage, deed of trust, or security agreement, with or without judicial process, or obtaining a writ of attachment, seizure, or sequestration) shall not be subject to this Agreement. Any challenges to the validity or enforceability of this Agreement shall be determined by arbitration in accordance with the provisions of the Revised Uniform Arbitration Act of North Carolina.

This Agreement shall not prevent any party from requesting an inspection of the Home by the North Carolina Manufactured Housing Board or from filing a complaint with the Board, and such agency must be allowed to complete its dispute resolution process prior to any arbitration proceeding.

This Agreement shall be governed by the construed and enforced in accordance with the laws of North Carolina without regard to any choice of governing law contained in the Contract. If any term or provision of this Agreement is unenforceable, the enforceability of the remaining terms and provisions hereof shall not be affected thereby.

This Agreement is an election to resolve claims, disputes, and controversies by arbitration rather than the judicial process. **IT IS UNDERSTOOD THAT THE PARTIES**

WAIVE ANY RIGHT TO A JURY TRIAL OR A TRIAL IN COURT. However, any party shall have the right to seek relief in a small claims court for disputes or claims within the scope of its jurisdiction, but not to any judicial appeal from such court. The parties understand that the rules applicable to arbitrations and the rights of parties in arbitrations differ from the rules and rights applicable in court.

The arbitration will be conducted at an appropriate time and place set by the arbitrator or panel in the county of sale. Purchasers acknowledge receipt of a copy of this Agreement.

\_\_\_\_\_  
Print Seller's Name

\_\_\_\_\_  
Print Purchaser's Name(s)

\_\_\_\_\_  
(Signature of Seller)                      Date

\_\_\_\_\_  
(Purchaser's Signature)                      Date

\_\_\_\_\_  
Print Manufacturer's Name

\_\_\_\_\_  
(Purchaser's Signature)                      Date

\_\_\_\_\_  
(Signature of Manufacturer)                      Date