



BY Creative Living Designs, LLC

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**Representative Email:** \_\_\_\_\_

## ***HOUSE IN A BOX*** **PURCHASE CONTRACT**

THIS *HOUSE IN A BOX* PURCHASE CONTRACT (“Purchase Contract”) *by and between* CREATIVE LIVING DESIGNS, LLC (the “Company”) and \_\_\_\_\_ (the “Purchaser”) IS MADE AND ENTERED INTO THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011, same being the date the Company accepted this Purchase Contract from the Purchaser.

1. **SELECTED DWELLING:** Purchaser hereby confirms his/her/its selection of the components for the pre-built, ready for assembly dwelling, ordered from the Company, described on the Electronic Purchase Order dated \_\_\_\_ day of \_\_\_\_\_, 2011, attached hereto as Exhibit “A”, incorporated herein by reference (the “Selected Dwelling”).
  
2. **PURCHASE PRICE:** Purchaser acknowledges the Company’s quoted purchase price for the Selected Dwelling, \$ \_\_\_\_\_, is set forth on the Electronic Purchase Order, which is the net price to Purchaser for (i) design and manufacturing of the Selected Dwelling components described on Exhibit “A”, (ii) shipment of the Selected Dwelling components, and (iii) insurance during shipment of same to the designated delivery site listed on Exhibit “A”; and further, the Purchaser acknowledges the Purchase Price:

**EITHER**

- a.  Includes assembly on site by a third party affiliate of the Company;
- OR**
- b.  Does not include assembly on site by a third party affiliate of the Company;

**AND**

**If “b” applies, Purchaser acknowledges Company shall have discharged all obligations upon it upon delivery of the Selected Dwelling components to the designated delivery site.**

3. **PAYMENT OF PURCHASE PRICE.** Purchaser acknowledges payment of the Purchase Price shall be remitted as follows:



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- a. First Payment. (25%) \$ \_\_\_\_\_, must accompany this executed Purchase Contract when submitted to Company, said funds to be wired to the Escrow Account of the Company's attorney, pursuant to the wiring instructions hereinafter set forth, simultaneously (within three business days) with Purchaser's email of this executed Purchase Contract to Company at the email address above stated.
  - b. Second Payment. (25%) \$ \_\_\_\_\_, shall be due and payable fourteen (14) days from the effective date of this Purchase Contract, same being the date Company signs this Purchase Contract and emails said executed Purchase Contract to Purchaser, said Second Payment to be wired to the Escrow Account of the Company's attorney pursuant to the wiring instructions hereinafter set forth.
  - c. Third Payment. (50%) \$ \_\_\_\_\_, shall be due and payable within ten (10) days after the date Company notifies Purchaser, via-email, that the Selected Dwelling components have been manufactured and are ready for shipment to Purchaser, said Third Payment to be wired to the Escrow Account of the Company's attorney pursuant to the wiring instructions hereinafter set forth.

WIRING INSTRUCTIONS

ACCOUNT NAME: Lewis S. Horton HIB Escrow Account  
BANK: First Citizens Bank  
ADDRESS: 182 Meeting Street, Charleston, SC 29401  
TELEPHONE NO: 843.577.4560  
ACCOUNT NO: 079504694501  
ABA NO: 053906041

4. ACKNOWLEDGMENTS AND COVENANT. Purchaser acknowledges and/or covenants the following:
  - a. Purchaser may at any time within fourteen (14) days after the Company executes this Purchase Contract (the "Review Period") elect to **rescind** this Purchase Contract by giving such rescission notice via-email to the (i) Company (ii) Company REPRESENTATIVE and (iii) the Company's Escrow Agent at the email addresses hereinafter set forth; further that the Escrow Agent upon receipt of said email rescission notice shall refund the earnest money in full to Purchaser.  
**NOTE: In the event Purchaser shall rescind this Purchase Contract, Purchaser, covenants and agrees not to utilize any proprietary**



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- information (including but not limited to *material list*) the Company has furnished Purchaser, or to share such information with any third party.**
- b. Purchaser may waive the Review Period by (i) making the Second Payment, and (ii) by completing and emailing Exhibit “C” to the Company advising Purchaser is waiving the Review Period.
  - c. **If the Purchaser shall fail to make the Second Payment within three (3) business days from the expiration of the Review Period, and shall not give notice of rescission as above provided, Purchaser shall be deemed to have forfeited the First Payment to the Company, and the Escrow Agent shall disburse the First Payment to the Company.**
  - d. Production of the Selected Dwelling components shall not commence until the Second Payment has been received, via-wire, by the Company’s Escrow Agent which shall upon receipt be disbursed to the Company.
  - e. The Company shall not ship the Selected Dwelling components to the Purchaser until the Third Payment has been received, via-wire, by the Company’s Escrow Agent which shall upon receipt be disbursed to the Company.
  - f. **In the event the Third Payment for the Selected Dwelling components has not been paid, within three (3) business days from the date the Company notifies the Purchaser, via-email, that the Selected Dwelling components have been manufactured and are ready for shipment to Purchaser, this Purchase Contract shall be deemed to be null and void and the Purchaser shall be deemed to have forfeited the First Payment and Second Payment to the Company, unless within the three (3) business day period from the date the Company notifies the Purchaser, via-email, that the Selected Dwelling components have been manufactured and are ready for shipment to Purchaser, the Purchaser shall contact the Company and advise he/she/it shall require an extended period of time in which to pay the Third Payment, which extended period of time shall not exceed fifteen (15) days; and in such event, Purchaser acknowledges the Purchase Price shall be increased by one-half of one percent (.005%) to cover temporary storage of the completed Selected Dwelling components for a maximum of fifteen (15) days.**
5. COMPANY WARRANTIES. The Company makes the following Implied and Expressed Warranties regarding the Selected Dwelling components.
- a. The Selected Dwelling components shall be manufactured in a workman like manner and shall be fit for the purposes for which same are to be utilized.



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- b. The Selected Dwelling components, when competently assembled, shall comply with the 2009 International Residential Building Code.
- c. The Manufacturer’s Warranty, attached hereto as Exhibit “B”.

**NOTE: Purchaser (i) acknowledges the foregoing warranties are the only warranties applicable to the Selected Dwelling and (ii) waives any other warranties, expressed or implied which may be applicable.**

6. Default. The failure of the Company to complete the construction of the Purchaser’s Selected Dwelling components within \_\_\_ days from the date Purchaser wired the Second Payment to the Escrow Account of the Company’s attorney shall constitute an event of default by the Company. In such event the Purchaser shall have the right to rescind this Purchase Contract and receive a refund of all funds paid to the Company. To rescind this Purchase Agreement as a result of the Company’s default, Purchaser must give its rescission notice via-email to the (i) Company, and (ii) Company Representative; and the Company shall refund the Purchaser all funds paid within \_\_\_ days from receipt of such notice.

**NOTE: In the event Purchaser shall rescind this Purchase Contract, Purchaser, covenants and agrees not to utilize any proprietary information (including but not limited to *material list*) the Company has furnished Purchaser, or to share such information with any third party.**

7. Notices. All notices by and between the parties shall be given via-email at the following email addresses:

If To Company: Creative Living Designs, LLC  
Email: \_\_\_\_\_

With Copy To: Company Representative  
Email: \_\_\_\_\_

If to Purchaser: \_\_\_\_\_  
Email: \_\_\_\_\_

With Copy To: Company Representative  
Email: \_\_\_\_\_

If to Escrow Agent: Lewis S. Horton, Esquire  
Email: [lewishorton@bellsouth.net](mailto:lewishorton@bellsouth.net)



BY *Creative Living Designs, LLC*

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8. Binding Agreement/Counsel. Purchaser acknowledges this Purchase Contract when executed by Purchaser and the Company shall constitute a legally binding agreement and that this Purchase Contract has been prepared by the Company's attorney; further, that Purchaser has been advised to seek legal counsel before executing this Purchase Contract and has either sought and received legal advice or elected to waive legal advice before executing this Purchase Contract.

CREATIVE LIVING DESIGNS, LLC:

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

PURCHASER:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

COMPANY REPRESENTATIVE:

\_\_\_\_\_



BY *Creative Living Designs, LLC*

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EXHIBIT "A"  
TO  
PURCHASE CONTRACT

ELECTRONIC PURCHASE ORDER

DATE: \_\_\_\_ DAY OF \_\_\_\_\_, 2011

EXHIBIT "A"