



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

ETHEL B. BRANCH
Attorney General

HEATHER CLAH
Deputy Attorney General

DEPARTMENT OF JUSTICE
INITIAL ELIGIBILITY DETERMINATION
FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK 0292-2

Date & Time Received: 1/19/23 at 11:39

Date & Time of Response: 26 January 2023; 4:13 pm

Entity Requesting FRF: Dennehotso Chapter

Title of Project: Modular Homes

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$933,672

Eligibility Determination:

- FRF eligible
FRF ineligible
Additional information requested

FRF Eligibility Category:

- (1) Public Health and Economic Impact
(2) Premium Pay
(3) Government Services/Lost Revenue
(4) Water, Sewer, Broadband Infrastructure

U.S. Department of Treasury Reporting Expenditure Category:
2.15, Long-term Housing Security: Affordable Housing

**Returned for the following reasons (Ineligibility Reasons/Paragraphs 5.E.(1)-(10) of FRF Procedures):**

- |  |  |
|--|--|
| <input type="checkbox"/> Missing Form  | <input type="checkbox"/> Expenditure Plan incomplete                     |
| <input type="checkbox"/> Supporting documentation missing  | <input type="checkbox"/> Funds will not be obligated by 12/31/2024       |
| <input type="checkbox"/> Project will not be completed by 12/31/2026                                     | <input type="checkbox"/> Incorrect Signatory                             |
| <input type="checkbox"/> Ineligible purpose  | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports                                 |  |
| <input type="checkbox"/> Additional information submitted is insufficient to make a proper determination |  |

Other Comments: \_\_\_\_\_  
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Name of DOJ Reviewer: Adjua Adjei-Danso

Signature of DOJ Reviewer: Adjua Adjei-Danso

Digitally signed by Adjua Adjei-Danso  
Date: 2023.01.26 16:14:43 -0700

**Disclaimers:**  
If additional information has been requested and you wish to provide it, please resubmit all the required forms updated to include the additional information. Full resubmission will expedite the Initial Eligibility Determination process. Therefore, please include a new RFS form indicating resubmission, revised Appendix A, Budget Form 1, and other supporting documents. **Please email your resubmission to arpa@nndoj.org.** Please be aware that under Resolution BFS-31-21 a Project or Program can only be reviewed twice, therefore it is critical that you include all the requested additional information for your second submission.

An NNDOJ Initial Eligibility Determination is based on the documents provided, which NNDOJ will assume are true, correct, and complete. Should the Project or Program change in any material way after the initial determination, the requestor must seek the advice of NNDOJ. An initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.

**THE NAVAJO NATION  
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN  
FOR NON-GOVERNANCE CERTIFIED CHAPTERS**

**Part 1. Identification of parties.**

Non-Governance Certified Chapter requesting FRF: Dennehotso Chapter Date prepared: 11/15/2022  
Chapter's mailing address: P.O. Box 2301 Dennehotso AZ 86535 phone/email: 928-658-3300  
website (if any): msmith-williams@nnchapters.org  
This Form prepared by: msmith-williams@nnchapter.org phone/email: 928-658-3300  
Chapter Manager  
CONTACT PERSON'S name and title CONTACT PERSON'S info

Title and type of Project: Modular Homes  
Chapter President: Larry Tuni phone & email: 928-658-3300, Larrytuni15@gmail.com  
Chapter Vice-President: Tully Begay phone & email: 928-658-3300, Tbegay@navajochapters.org  
Chapter Secretary: Julia Richards phone & email: 928-658-3300, Jrichards@navajochapters.org  
Chapter Treasurer: \_\_\_\_\_ phone & email: \_\_\_\_\_  
Chapter Manager or CSC: Maricelyn Smith-Williams phone & email: 928-658-3300, msmith-williams.nnchapters.org  
DCD/Chapter ASO: \_\_\_\_\_ phone & email: \_\_\_\_\_

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): Electrical installation contractors, water and sewer contractors  document attached

Amount of FRF requested: 933,672.00 FRF funding period: January 1, 2023 to December 31, 2026  
indicate Project starting and ending/deadline date

**Part 2. Expenditure Plan details.**

(a) Describe the Program(s) and/or Project(s) to be funded, including how the funds will be used, for what purposes, the location(s) to be served, and what COVID-related needs will be addressed:

Housing for 8 community members who are homeless or part of over crowded families within the boundaries of Dennehotso. Two or more families living within same homes. Families who have unsafe unlivable conditions such as roofs, windows, walls, floors that are unfit to live in. Homes that are not able to withstand harsh weather for shelter or are unsanitary from COVID-19 conditions. Some families can be assisted with the purchase of 8 modular homes and relieved from harsh living conditons.

document attached

(b) Explain how the Program or Project will benefit the Navajo Nation, Navajo communities, or the Navajo People:

The Modular homes will benefit the families in need of homes. More than 2 families living in one home. Safe from harsh weather and sheltered in a safe environment for Elders, Children and Adults. This will boost morale for famiies, their main concern is safety for themselves and people they live with. Additionally allow them to focus on other needs of living.

document attached

(c) Provide a prospective timeline showing the estimated date of completion of the Project and/or each phase of the Project. Disclose any challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the



**APPENDIX A**

Program(s) or Project(s) by December 31, 2026:

Dennehotso Chapter will obtain 3 quotes from potential vendors for purchase of modular homes. Completion of Project Sept 1st, 2024. The construction and completion of 8 modular homes will be conducted in (4 phases) through a 5-step process that involves homesite lease verification, earthwork, homesite lease verification, homesite prep, homesite construction, and utility installation.  document attached

(d) Identify who will be responsible for implementing the Program or Project:

Dennehotso Chapter Manager & Administrative Service Center will be responsible for the implementation of the purchases of modular home and oversee the process such as: Application, documentation, quotations, contracting, NTUA connections, Ordering, Filing, Follow-up.  document attached

(e) Explain who will be responsible for operations and maintenance costs for the Project once completed, and how such costs will be funded prospectively:

The project will be maintain by the individual home owner and maintenance cost will be consumed by home owner once they are recieved by chapter. All the operation costs, bills, and additional fees will be the responsibility of the home owner. Home owners will complete homeowner training prior to homeownership.  document attached

(f) State which of the 66 Fiscal Recovery Fund expenditure categories in the attached U.S. Department of the Treasury Appendix 1 listing the proposed Program or Project falls under, and explain the reason why:

3.11 Housing support Services for unhoused persons.  
Dennehotso Chapter modular homes is to assist family members within the Dennehotso Chapter boudaries with homes. Families that are homeless and over crowded due to more than 2 families within one household.  document attached

**Part 3. Additional documents.**

List here all additional supporting documents attached to this FRF Expenditure Plan (or indicate N/A):

The completion of the project should be Sept. 1, 2024.  
-Program Budget Summary Budget Form (3 pages)  
-Home quotes (9 total)  
-Chapter Resolution (DCHNOV-020-2023)  Chapter Resolution attached

**Part 4. Affirmation by Funding Recipient.**

Funding Recipient affirms that its receipt of Fiscal Recovery Funds and the implementation of this FRF Expenditure Plan shall be in accordance with Resolution No. CJY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

Chapter's Preparer: M. Smith Williams signature of Preparer/CONTACT PERSON Approved by: [Signature] signature of Chapter President (or Vice-President)

Approved by: M. Smith Williams signature of CSC Approved by: \_\_\_\_\_ signature of Chapter ASO

Approved to submit for Review: [Signature] signature of DCD Director

12.5.22

FY 2023

THE NAVAJO NATION  
PROGRAM BUDGET SUMMARY

Page 1 of 3  
BUDGET FORM 1

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>Dennehotso Chapter <i>Modular Homes</i></u>		Division/Branch: <u>on of Community Development /Ext</u>				
Prepared By: <u>Maricelyn Smith-Williams</u>		Phone No.: <u>928-853-0378</u>		Email Address: <u><a href="mailto:msmith-williams@nnchapters.org">msmith-williams@nnchapters.org</a></u>				
PART II. FUNDING SOURCE(S)	Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
ARPA	1/1/2023-12/31/2026	933,672.00	100%	2001 Personnel Expenses				
				3000 Travel Expenses				
				3500 Meeting Expenses				
				4000 Supplies				
				5000 Lease and Rental				
				5500 Communications and Utilities				
				6000 Repairs and Maintenance				
				6500 Contractual Services				
				7000 Special Transactions				
				8000 Public Assistance	<u>6</u>	<u>0</u>	933,672	933,672
				9000 Capital Outlay				
				9500 Matching Funds				
				9500 Indirect Cost				
				<b>TOTAL</b>		\$0.00	933,672.00	933,672
				<b>PART IV. POSITIONS AND VEHICLES</b>		(D)	(E)	
				Total # of Positions Budgeted:		0	0	
				Total # of Vehicles Budgeted:		0	0	
<b>TOTAL:</b>		\$933,672.00	100%					
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.								
SUBMITTED BY: <u>Maricelyn Smith-Williams</u>			APPROVED BY: <u>Dr. Yellowman</u>					
Program Manager's Printed Name			Division Director / Branch Chief's Printed Name					
<u><i>M. Smith-Williams</i></u> <u>2/1/2022</u>			<u><i>Paul Yellowman</i></u> <u>12.5.22</u>					
Program Manager's Signature and Date			Division Director / Branch Chief's Signature and Date					



FY 2023

THE NAVAJO NATION  
PROGRAM PERFORMANCE CRITERIA

PART I. PROGRAM INFORMATION:												
Business Unit No.: <u>NEW</u>			Program Name/Title: <u>Dennehotso Chapter</u> <span style="float:right; color:blue;">Modular Homes</span>									
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:												
PART III. PROGRAM PERFORMANCE CRITERIA:												
					1st QTR		2nd QTR		3rd QTR		4th QTR	
					Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement: Homes for needed families who have more than one family member in one household												
Program Performance Measure/Objective: To Assist 8 community members homes using procurement process to purchase modular homes					2		2		2		2	
2. Goal Statement:												
Program Performance Measure/Objective:												
3. Goal Statement:												
Program Performance Measure/Objective:												
4. Goal Statement:												
Program Performance Measure/Objective:												
5. Goal Statement:												
Program Performance Measure/Objective:												
PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.												
Marielyn Smith-williams Program Manager's Printed Name					Dr. Yellowman Division Director/Branch Chief's Printed Name							
<u>M. Smith-Williams</u> 2/1/2022 Program Manager's Signature and Date					<u>Dr. Yellowman</u> 12.5.22 Division Director/Branch Chief's Signature and Date							

FY 2023

THE NAVAJO NATION  
DETAILED BUDGET AND JUSTIFICATION

Page 3 of 3  
BUDGET FORM 4

PART I. PROGRAM INFORMATION:			
Program Name/Title: <u>Dennehotso Chapter</u>		<u>Modular Homes</u> Business Unit No.: <u>NEW</u>	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
8000	Housing: Modular home (1) 4 bedroom/ 2 bath = \$ 199,209 , Modular homes (3) 2 bedroom/ 2 bath= \$102,009x3= 306,027.00 (4)3 bedroom/ 2 bathroom 107,109 x 4 = \$428,436.00	933,672	<u>933,672</u>
TOTAL		933,672	<u>933,672</u>

**THE NAVAJO NATION  
PROJECT BUDGET SCHEDULE**

<b>PART I.</b> Business Unit No.: <u>NEW</u> Project Title: <u>Dennehotso Chapter</u> Project Description <u>Purchase 8 homes for modular homes</u> Check one box: <input checked="" type="checkbox"/> Original Budget <input type="checkbox"/> Budget Revision <input type="checkbox"/> Budget Reallocation <input type="checkbox"/> Budget Modification															<b>PART II.</b> Project Information Project Type: <u>Housing</u> Planned Start Date: <u>1/1/2023</u> Planned End Date: <u>12/31/2026</u> Project Manager: <u>Maricelyn Smith-Williams</u>																		
<b>PART III.</b> List Project Task separately; such as Plan, Design, Construct, Equip or Furnish.	<b>PART IV.</b> Use Fiscal Year (FY) Quarters to complete the information below. O = Oct.; N = Nov.; D = Dec., etc.															Expected Completion Date if project exceeds 8 FY Qtrs.																	
	FY 2023										FY 2024																						
	1st Qtr.			2nd Qtr.			3rd Qtr.				4th Qtr.			1st Qtr.			2nd Qtr.			3rd Qtr.				4th Qtr.		Date							
	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M			
01/01/2023 - 04/01/2023 Design of homes				x	x	x	x																										
04/01/2023 - 06/01/2023 Advertise for construction through 164 process							x	x	x																								
06/01/2023-12/31/2026 Construction of 8 homes										x	x	x	x	x	x	x	x	x	x	x	x	x	x	x									
<b>PART V.</b> Expected Quarterly Expenditures	\$			\$			\$				\$			\$			\$				\$		PROJECT TOTAL										
																							933,672.00    933,672.00										

FOR OMB USE ONLY:    Resolution No: \_\_\_\_\_    FMIS Set Up Date: \_\_\_\_\_    Company No: \_\_\_\_\_    OMB Analyst: \_\_\_\_\_



**RESOLUTION OF THE  
DENNEHOTSO CHAPTER  
DCHNOV-020-2023**

**SUPPORTING AND APPROVING AMERICAN RESCUE PLAN ACT FUND TO PURCHASE MODULAR HOME (1) 4 BEDROOM/2 BATH = \$199,209.00, MODULAR HOME (3) 2 BEDROOM/2 BATH = \$102,009.00 X 3 = \$306,027.00, (4) 3 BEDROOM/2 BATHROOM = \$107,109.00 X 4 = \$428,436.00 TOTAL COST (\$933.672.00) FOR DENNEHOTSO CHAPTER HOMELESS COMMUNITY.**

**WHEREAS:**

1. Dennehotso Chapter is a certified Chapter of the Navajo Nation established and recognized by the Navajo Nation Council as foundation of the Navajo Nation government, vested with the authority to plan and implement projects in the best interest of the community, 26 N.N.C., Section 103 (D), and
2. Pursuant to 26 N.N.C., Section 1004 (a), the Dennehotso Chapter is vested with the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, Federal, State, and local agencies for appropriate actions; and
3. The Dennehotso Chapter community are experiencing overcrowding and homeless family in need of instant shelter; and
4. Building a permanent frame home verses modular home, cost effective and then getting a licensed plumber, electrician, carpenters, and time involved moving into a home.


**NOW THEREFORE BE IT RESOLVED THAT:**

1. SUPPORTING AND APPROVING AMERICAN RESCUE PLAN ACT FUND TO PURCHASE MODULAR HOME (1) 4 BEDROOM/2 BATH = \$199,209.00, MODULAR HOME (3) 2 BEDROOM/2 BATH = \$102,009.00 X 3 = \$306,027.00, (4) 3 BEDROOM/2 BATHROOM = \$107,109.00 X 4 = \$428,436.00 TOTAL COST (\$933.672.00) FOR DENNEHOTSO CHAPTER HOMELESS COMMUNITY.

**CERTIFICATION**

I certify that the foregoing resolution was duly considered by the Dennehotso Chapter, at a duly called meeting, in Dennehotso (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of 07 in favor, 00 opposed, 01 abstained, this 19<sup>th</sup>, of November 2023.

Motion by: Frank C. Yazzie  
Second by: Shelia Pelt

  
\_\_\_\_\_  
Larry Tuni, Chapter President  
Dennehotso Chapter  
Western Navajo Agency



**DENNEHOTSO CHAPTER**  
 .25 Miles North of MP 417.5 on HWY 160  
 PO Box 2301  
 Dennehotso, Arizona 86535

Larry Tuni, Chapter President  
 Tully Begay, Chapter Vice-President  
 Julia Richards, Chapter Sec./Treasurer  
 Kenneth Johnson, Grazing Official  
 Nathaniel Brown, Council Delegate

TELEPHONE: 928.658.3300/3301 FAX: 928.658.3304 EMAIL: dennehotso@navajochapters.org

Johnathan Nez  
 President

DCHNOV-020-2023

Myron Lizer  
 Vice-President

**RESOLUTION OF THE  
 DENNEHOTSO CHAPTER**

**SUPPORTING AND APPROVING AMERICAN RESCUE PLAN ACT FUND TO PURCHASE MODULAR HOME (1) 4 BEDROOM/ 2 BATH= \$199,209.00, MODULAR HOME (3) 2 BEDROOM/2 BATH= \$102,009.00 X3 = \$306,027.00, (4) 3 BEDROOM/ 2 BATHROOM = \$107,109.00 X4 = \$428,436.00 TOTAL COST (\$933,672.00) FOR DENNEHOTSO CHAPTER HOMELESS COMMUNITY.**

**WHEREAS:**

1. Dennehotso Chapter is a certified Chapter of the Navajo Nation established and recognized by the Navajo Nation Council as foundation of the Navajo Nation government, vested with the authority to plan and implement projects in the best interest of the community, 26 N.N.C, Section 103 (D), and
2. Chapter affirms that the Dennehotso Chapter will only use awarded Funds in compliance with the ARPA, the ARPA Regulations, and all other applicable Navajo Nation and federal laws and regulations.
3. Pursuant to 26 N.N.C., Section 1004 (a), the Dennehotso Chapter is vested with the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, Federal, State, and local agencies for appropriate actions; and
4. The Dennehotso Chapter community are experiencing overcrowding and homeless family in need of instant shelter; and


**NOW THEREFORE BE IT RESOLVED THAT:**

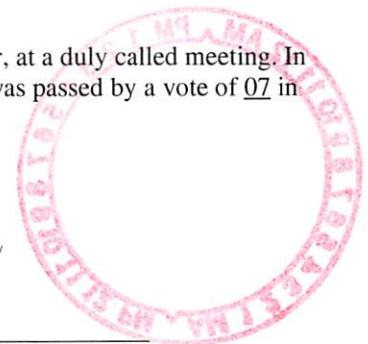
1. Supporting and approving American Rescue Plan Act Fund to Purchase Modular Home (1) 4 bedroom/ 2 bath =\$199,209.00, Modular Home (3) 2 bedroom /2 bathroom =\$102,009.00 X 3 = \$306,027.00, (4) 3 bedroom/ 2 bathroom =\$107,109.00 X 4 = \$428,436.00 Total Cost (\$933,672.00) for Dennehotso Chapter Homeless Community.

**CERTIFICATION**

I Certify that the foregoing resolution was duly considered by the Dennehotso Chapter, at a duly called meeting. In Dennehotso (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of 07 in favor, 00 opposed, 01 abstained, this 19<sup>th</sup>, day of November 2022.

Motion by: Frank C. Yazzie  
 Second By: Sheila Pelt

  
 \_\_\_\_\_  
 Larry Tuni, Chapter President  
 Dennehotso Chapter  
 Western Navajo Agency







## Mondular Homes for Denneotso Chapter ARPA Project.

December 21, 2022

**We need more information to determine if the proposed housing assistance is an eligible use. To assist us, please provide answers to the following questions in as much detail as possible and include any other relevant information, including any applications or other attachments:**

- 1. What is the criteria to be approved for a new home/how were/will the 8 recipients be selected? Please be specific, including any family size and income limitations, as well as any other specific needs of the intended recipients.**
- 2. Please describe in more detail the homes to be built, including square footage, number of bedrooms, etc., and how the size of home selected for each recipient will be determined (based on family size, etc.)**
- 3. Please describe how the estimated size and cost per home compares to homes in the area these homes will be located.**
- 4. Please explain whether the home construction projects would qualify for any federally funded housing programs, including but not limited to the National Housing Trust Fund, Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program.**

Response:

1. What are the criteria to be approved for new home/ how were/ Will the 8 recipients be selected?  
The potential homeowners will fill out an application similar to the Discretionary application. It will include
  - a. APPLICATION (Which will be approved with a resolution)
    - a. Name SS#, CC#, Number of people living in home. If they have electricity, sewer, septic, shower, type of water system. Number of bedroom and bathrooms in house. If they have homesite lease. If any household members have health conditions. Statement of current living conditions.
  - b. INCOME VERIFICATION STATEMENT
  - c. AUTHORIZED FOR RELEASE OF INFORMATION
  - d. MAP OF RESIDENCY
  - e. HOME SITE LEASE
  - f. COPY OF APPLICANT CERTIFICATE OF INDIAN BLOOD
  - g. COPY OF APPLICANT SOCIAL SECURITY CARD
  - h. NAVAJO NATION VOTERS REGISTRATION
  - i. REFERRALS FROM PHYSICIANS, SOCIAL WORKER, CHR & ETC. (if applicable)
  - j. PICTURE OF CURRENT LIVING CONDITIONS
2. Please describe in more details the home to be built, including square footage, number of bedrooms, etc. and how the size of home selected for each recipient will be determined (Based on family size).

After selecting quotes from 3 viable sources. Homes Direct of Farmington is selected. Homes are modular homes (trailers) Each will be built and distributed to selected individuals who match the requirement for home selection from the application that is submitted by the applicant.

- a. (1) 4 bedroom / 2 bath = 76 (L)x27 (W)= 2052 square feet.
- b. (3) 2 bedroom/ 2 bath= 68 (L)x 16(w)= 1088 Square feet.
- c. (4) 2 bedroom/ 2 bath = 76 (L) x 16 (w) = 1216 square feet.

3. Please describe how the estimated size and cost per home compares to homes in the area these homes will be located.

#### **COVID Impact**

The above-mentioned homes were selected to house one family. The COVID pandemic revealed that multiple families lived in 1-2 bedroom housing units, which allowed for quick spread of the COVID-19 virus. The current status of housing units within the Dennehotso chapter that are not NHA or school housing are older home units with many homes needing repairs. Additionally, those homes are without utility, water and sewer. Outhouses and port-a-potties are used at these units. There is not a record of appraisals for these units so providing a housing cost is not available. However, we can provide a median list price for housing units within Apache County. Dennehotso Chapter is located within Apache County.

#### **APACHE COUNTY MEDIAN HOME PRICE**

Based on Rockethomes.com, the median list price within Apache County for a 2-bedroom unit is \$322,000 and a 3-bedroom unit is \$854,000. These are housing units located outside of the boundaries of the Navajo Nation but located within the State of Arizona's Apache County. Within the Dennehosto Chapter area, there is no real land sales nor are there any home units posted for sale. Dennehotso Chapter is located within the boundaries of the Navajo Nation and a part of the State of Arizona's Apache County. Navajo Nation land is held in trust with the federal government.

#### **DENNEHOTSO CHAPTER HOME DISTRIBUTION**

The housing makes up within the Dennehosto Chapter consists of family homes, Navajo Housing Authority (NHA) homes and school district homes. The local churches have homes for their church leaders. The family homes in the Dennehosto Chapter area are considered to be in poor, dilapidated condition. The family home can be a traditional hogan, mobile home or single-story wood-built units.

Other families live in NHA homes that are income-based. Renter must qualify as low-income. Rent is based on income. Most, if not all, are occupied or under renovation. The NHA housing units are repaired and maintained by NHA employees.

The local boarding school does offer school housing for school employees. Employees can be teachers, administrators, and non-certified personnel. Repair and maintenance are conducted by school employees.

Those homes that are not under NHA control or within the local school boundary are mobile homes and older home structures that are 1-2 bedroom. These homes are repaired and maintained by the owner. Given the lack of jobs in the region, the homeowners often are regarded as low-income and struggle with basic repairs and maintenance. Over time, those homes become dilapidated but remain occupied by families. Dennehotso Chapter has a population of 746 according to 2010 census bureau.

4. Please explain whether the home construction projects will qualify for any federally funded housing programs, including but not limited to the National Housing Trust Fund, Indian Housing Block Grant programs, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program.

The home construction projects would most likely qualify for federally funded housing programs however federal housing funds are sought by the Navajo Nation's Tribally Designated Housing Entity (TDHE). The Navajo Housing Authority is the TDHE for the Navajo Nation. As such, this particular housing project would be decided by the Navajo Housing Authority and most likely would not be completed as the Navajo Housing Authority has housing projects that cover the entire Navajo Nation, a boundary that rivals the State of West Virginia. Any project would take years to generate, construct and complete. Dennehosto Chapter does not favor this path.



3bd / 2 bath  
 4

PURCHASER <b>Dennehotsa Chapter #5</b>		PHONE <b>928-658-3301</b>	DATE <b>November 10, 2022</b>
ADDRESS <b>Dennehotsa Chapter House, AZ</b>		Sales Person: <b>Patrick</b>	
DELIVERY ADDRESS <b>Dennehotsa, AZ</b>		APPROXIMATE FLOOR SIZE: L = 76 W = 16	
MAKE & MODEL <b>K1676A</b>		YEAR <b>2023</b>	BD. ROOVIN <b>3</b>
SERIAL NUMBER <b>TBD</b>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		S.N. NUMBER
LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
CEILING	38	10.5	Cellulose
EXTERIOR	19	5.5	Fiberglass
FLOORS	21	4.5	Fiberglass
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE INSULATION FACTORS ARE STANDARD ON RIGHT CHOICE HOMES ONLY.			BASE PRICE OF UNIT <b>\$105,609.00</b>
RETAILER INSTALLED OPTIONS			FACTORY OPTIONS <b>\$2,000.00</b>
Homes Direct will deliver, block, level and set home.			DOCUMENTATION FEE
Customer is responsible for connecting electric, gas, water and sewer.			RESERVATION - TAX EXEMPT <b>\$0.00</b>
Refer to attached addendums for all other conditions of this transaction.			TITLE FEES
Electrical and gas connections require a licensed plumber and electrician at buyers cost.			INSURANCE
Wheels, hitch(s), axles, and tire are the property of Homes Direct and are to be returned on delivery.			MISCELLANEOUS FEES
Loan must be closed within five days of home arriving from factory. Delivery will be scheduled once Homes Direct has copies of ( ALL PERMITS REQUIRED.)			1. CASH PURCHASE PRICE <b>\$107,609.00</b>
BALANCE CARRIED TO RETAILER INSTALLED EXTRAS \$			TRADE-IN ALLOWANCE
GENERAL REMARKS: Please See Schedule A			LESS BAL. DUE on trade
			NET ALLOWANCE
			CASH DOWN PAYMENT <b>\$500.00</b>
			CASH AS AGREED with retailer
			2. LESS TOTAL CREDITS <b>\$500.00</b>
			SUB-TOTAL <b>\$107,109.00</b>
			3. Unpaid Balance of Cash Sale Price <b>\$107,109.00</b>
			CONTRACTUAL TERMS AND CONDITIONS:
			Upon receipt of \$ down on the purchase of this home, Homes Direct will order the home to be built. Once the Customer signs off on the order, the \$ deposit will become NON-REFUNDABLE.
			All contract disputes subject to agreed binding arbitration. (See Item 13 on page 2.)
			IF HOME IS BEING PUT ON A PERMANENT FOUNDATION, BUYER IS RESPONSIBLE FOR THE COST OF THE FOUNDATION AND THE COST OF THE SITE SPECIFIC PLAN REQUIRED BY THE STATE OF NEW MEXICO M.H.D. DIVISION. COPY OF BUILDING PERMIT & SITE INSPECTION MUST BE COMPLETED BEFORE HOME WILL BE ORDERED.
			ADDITIONAL COMMENTS:
			This is the cash price of the home and home only. It does not include the land, land improvements or permits. \$ due prior to ordering the home and the balance of \$ due once the house arrives on site, and is blocked. Upon phone audit.
			You and I certify that the additional terms and conditions printed on Page 2 of this contract are agreed to as part of this agreement, the same as if printed above the signatures. I am purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that my trade-in is free from all claims whatsoever, except as noted.
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON PAGE 2.			
DESCRIPTION OF TRADE-IN		YEAR	SIZE
MAKE	MODEL		BEDROOMS
TITLE NO.	SERIAL NO.		COLOR
AMOUNT OWING TO WHOM			
ANY DEBT I OWE ON THE TRADE-IN IS TO BE PAID BY <input type="checkbox"/> YOU <input type="checkbox"/> ME			
I, OR WE, ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ AND UNDERSTAND PAGE 3 OF THIS AGREEMENT.			
Homes Direct Of Farmington LLC Retailer		SIGNED X _____ PURCHASER	
By _____ Approved		SIGNED X _____ PURCHASER	

Modular  
Jones

CUSTOMER NAME Dennehotso Chapter #5

DATE

11/10/2022

ADDRESS Dennehotso, AZ

SERIES / MODEL K1676A

BASE PRICE \$ 105,609.00

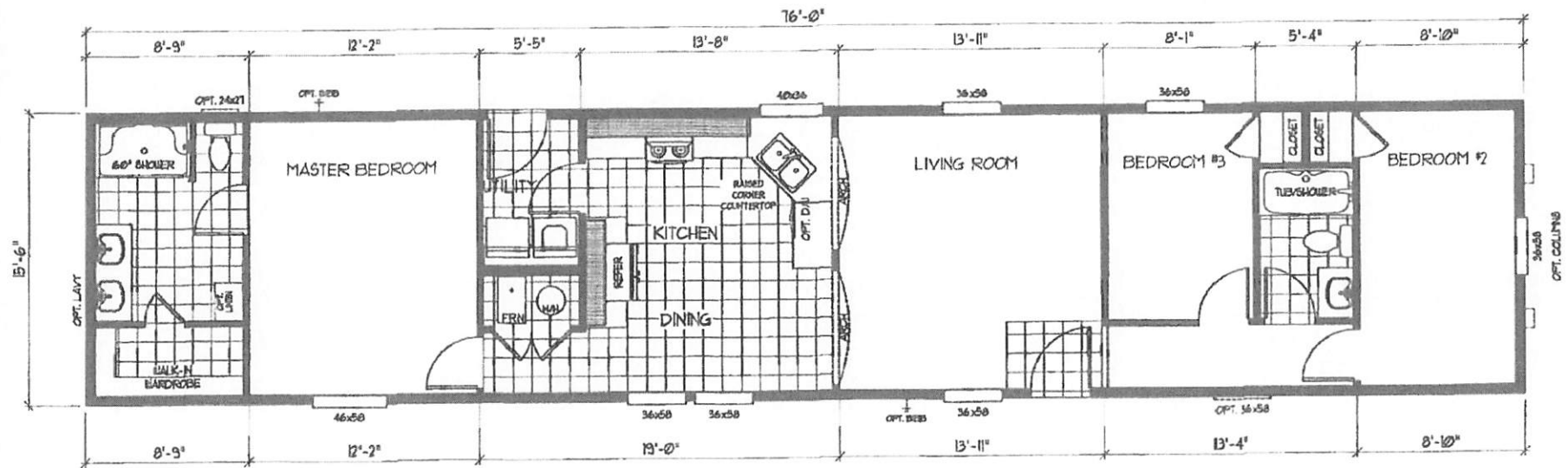
**SCHEDULE A - OPTIONS**

	OPTION	QTY	BASE	EXTENDED
Vinyl Skirting with Steps		1	\$ 2,000.00	\$ 2,000.00

OPTIONS TOTAL \$ 2,000.00

NOTES





• SHOWN WITH OPTIONAL 2x6 EXTERIOR WALLS

**Clayton**  
albuquerque

2700 Kerlan Ct. S.E. Albuquerque, NM 87102 (505) 262-0000 ph.

REVISIONS	BY	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

GENERAL NOTES

DRAWING FILE

SALES

PROJECT: <b>ALBUQUERQUE</b>	DESIGNER: <b>KARSTEN</b>	PROJECT NO.:
SQ. FT.:	DRAWING FILE INFORMATION:	
1,178	STANDARD	
DRAWN BY:	DATE CALLED:	SHEET:
	2-11-17	1A-1

2 bd / 2 bath  
 3

PURCHASER'S <b>Dennehotso Chapter #2</b>		PHONE <b>928-658-3301</b>	DATE <b>November 10, 2022</b>
ADDRESS <b>Dennehotso Chapter House, AZ</b>		Sales Person: <b>Patrick</b>	
DELIVERY ADDRESS <b>Dennehotso, AZ</b>		APPROXIMATE FLOOR SIZE	
MAKE & MODEL <b>K1688A</b>	YEAR <b>2023</b>	BD. ROOMS <b>2</b>	L = <b>68</b> W = <b>16</b>
SERIAL NUMBER <b>TBD</b>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		S.D.S. NUMBER
LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
CEILING	38	10.5	Cellulose
EXTERIOR	19	5.5	Fiberglass
FLOORS	21	4.5	Fiberglass
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE. INSULATION FACTORS ARE STANDARD ON RIGHT CHOICE HOMES ONLY.			BASE PRICE OF UNIT <b>\$100,509.00</b>
RETAILER INSTALLED OPTIONS			FACTORY OPTIONS <b>\$2,000.00</b>
Homes Direct will deliver, block, level and set home.	\$		DOCUMENTATION FEE
Customer is responsible for connecting electric, gas, water and sewer.			RESERVATION - TAX EXEMPT <b>\$0.00</b>
Refer to attached addendums for all other conditions of this transaction.			TITLE FEES
Electrical and gas connections require a licensed plumber and electrician at buyers cost.			INSURANCE
Wheels, hitch(s), axles, and tire are the property of Homes Direct and are to be returned on delivery.			MISCELLANEOUS FEES
Loan must be closed within five days of home arriving from factory. Delivery will be scheduled once Homes Direct has copies of (ALL PERMITS REQUIRED.)			1. CASH PURCHASE PRICE <b>\$102,509.00</b>
BALANCE CARRIED TO RETAILER INSTALLED EXTRAS \$			TRADE-IN ALLOWANCE
GENERAL REMARKS: Please See Schedule A			LESS BAL. DUE on above
			NET ALLOWANCE
			CASH DOWN PAYMENT <b>\$500.00</b>
			CASH AS AGREED (SEE REMARKS)
			2. LESS TOTAL CREDITS <b>\$500.00</b>
			SUB-TOTAL <b>\$102,009.00</b>
			3. Unpaid Balance of Cash Sale Price <b>\$102,009.00</b>
			CONTRACTUAL TERMS AND CONDITIONS:
			Upon receipt of \$ down on the purchase of this home, Homes Direct will order the home to be built. Once the Customer signs off on the order, the \$ deposit will become NON-REFUNDABLE.
			All contract disputes subject to agreed binding arbitration. (See item 13 on page 2.)
			IF HOME IS BEING PUT ON A PERMANENT FOUNDATION, BUYER IS RESPONSIBLE FOR THE COST OF THE FOUNDATION AND THE COST OF THE SITE SPECIFIC PLAN REQUIRED BY THE STATE OF NEW MEXICO M.H.D. DIVISION. COPY OF BUILDING PERMIT & SITE INSPECTION MUST BE COMPLETED BEFORE HOME WILL BE ORDERED.
			ADDITIONAL COMMENTS:
			This is the cash price of the home and home only. It does not include the land, land improvements or permits. \$ due prior to ordering the home and the balance of \$ due once the house arrives on site, and is blocked. Upon phone audit.
			You and I certify that the additional terms and conditions printed on Page 2 of this contract are agreed to as part of this agreement, the same as if printed above the signatures. I am purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that my trade-in is free from all claims whatsoever, except as noted.
			NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON PAGE 2.
DESCRIPTION OF TRADE-IN	YEAR	SIZE	
MAKE	MODEL	BEDROOMS	
TITLE NO	SERIAL NO	COLOR	
AMOUNT OWING TO WHOM			
ANY DEBT I OWE ON THE TRADE-IN IS TO BE PAID BY <input type="checkbox"/> YOU <input type="checkbox"/> ME			
I, OR WE, ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ AND UNDERSTAND PAGE 1 OF THIS AGREEMENT.			
Homes Direct Of Farmington LLC		SIGNED X _____	PURCHASER
By _____		SIGNED X _____	PURCHASER
Approved _____			

CUSTOMER NAME Dennehotso Chapter #2

DATE

ADDRESS Dennehotso, AZ

11/10/2022

SERIES / MODEL K1668A

BASE PRICE \$ 100,509.00

**SCHEDULE A - OPTIONS**

Vinyl Skirting with Steps

OPTION

QTY	BASE	EXTENDED
1	\$ 2,000.00	\$ 2,000.00

OPTIONS TOTAL \$ 2,000.00

NOTES





CUSTOMER NAME Dennehotso Chapter #4

DATE

ADDRESS Dennehotso, AZ

11/10/2022

SERIES / MODEL K1668A

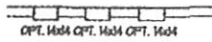
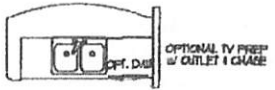
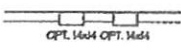
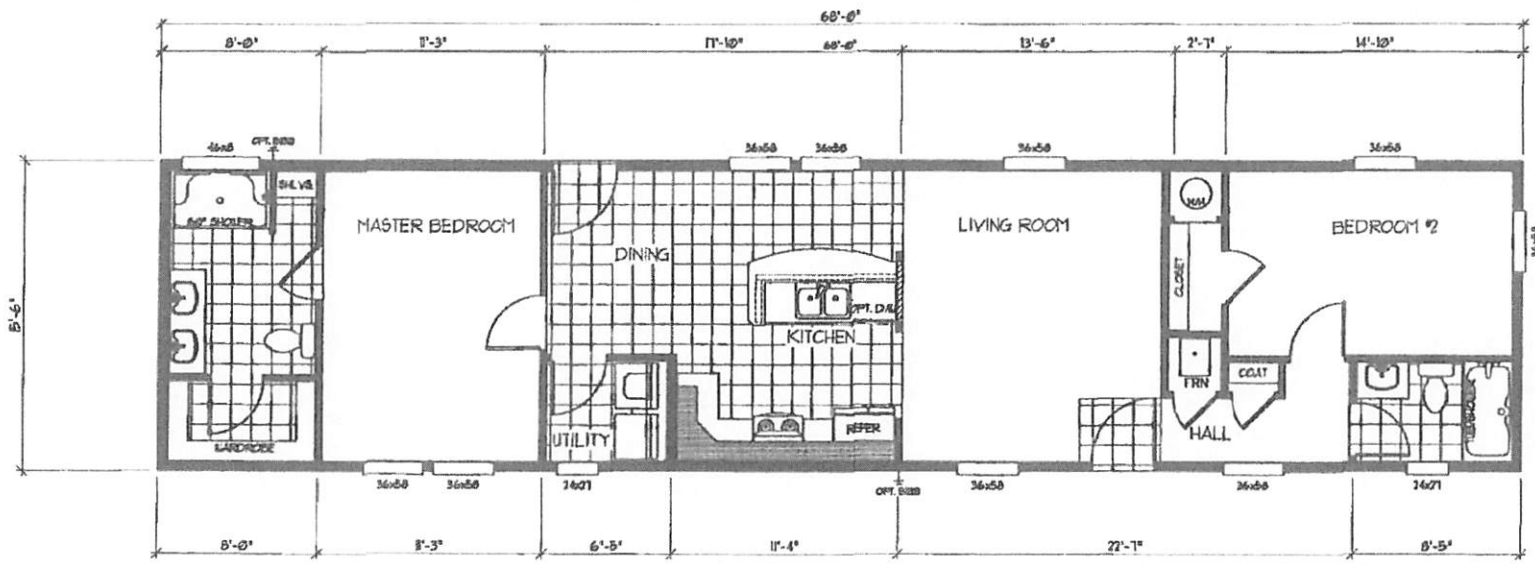
BASE PRICE \$ 100,509.00

**SCHEDULE A - OPTIONS**

OPTION	QTY	BASE	EXTENDED
Vinyl Skirting with Steps	1	\$ 2,000.00	\$ 2,000.00

OPTIONS TOTAL \$ 2,000.00

NOTES



Clayton **Karsten** albuquerque HOME

2100 Karsten Ct. S.E. Albuquerque, NM 87105 (505) 243-8888 ph

REVISIONS	BY	DATE

DATE PRINTED: 1/24/19 AM  
 PRINTED BY: Hartner, Richard  
 DRAWN BY: Hartner

GENERAL NOTES

CRACKS TELS

**SALES**

PROJECT: ALBUQUERQUE	SERIES: KARSTEN	MODEL NO: K1008A
EQ FL: 1,054	DESIGN FILE INFORMATION	STANDARD
CRACKS TELS	DATE DRAWN: 1-24-19	SHEET: 1A-1

Homes Direct Of Farmington  
 2100 Bloomfield Hwy  
 Farmington, NM 87401  
 (505) 325-6700  
 (505) 325-6001 Fax

4Bd / 2Bath

PURCHASERS <b>Dennehoto Chapter #1</b>		PHONE <b>928-658-3301</b>	DATE <b>November 10, 2022</b>
ADDRESS <b>Dennehoto Chapter House, AZ</b>		Sales Person: <b>Patrick</b>	
DELIVERY ADDRESS <b>Dennehoto, AZ</b>		APPROXIMATE FLOOR SIZE	
MAKE & MODEL <b>K2776A</b>	YEAR <b>2023</b>	BD ROOMS <b>4</b>	L = <b>76</b> W = <b>27</b>
SERIAL NUMBER <b>TBD</b>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		S.D.S. NUMBER
LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
CEILING	38	10.5	Cellulose
EXTERIOR	19	5.5	Fiberglass
FLOORS	21	4.5	Fiberglass
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE INSULATION FACTORS ARE STANDARD ON RIGHT CHOICE HOMES ONLY.			BASE PRICE OF UNIT <b>\$197,709.00</b>
RETAILER INSTALLED OPTIONS			FACTORY OPTIONS <b>\$2,000.00</b>
Homes Direct will deliver, block, level and set home.			DOCUMENTATION FEE
Customer is responsible for connecting electric, gas, water and sewer.			RESERVATION - TAX EXEMPT <b>\$0.00</b>
Refer to attached addendums for all other conditions of this transaction.			TITLE FEES
Electrical and gas connections require a licensed plumber and electrician at buyers cost.			INSURANCE
Wheels, hitch(s), axles, and tire are the property of Homes Direct and are to be returned on delivery.			MISCELLANEOUS FEES
Loan must be closed within five days of home arriving from factory. Delivery will be scheduled once Homes Direct has copies of ( ALL PERMITS REQUIRED.)			1. CASH PURCHASE PRICE <b>\$199,709.00</b>
BALANCE CARRIED TO RETAILER INSTALLED EXTRAS \$			TRADE-IN ALLOWANCE
GENERAL REMARKS: Please Set Schedule A			LESS BAL. DUE on above
			NET ALLOWANCE
			CASH DOWN PAYMENT <b>\$500.00</b>
			CASH AS AGREED (SEE REMARKS)
			2. LESS TOTAL CREDITS <b>\$500.00</b>
			SUB-TOTAL <b>\$199,209.00</b>
			3. Unpaid Balance of Cash Sale Price <b>\$199,209.00</b>
			CONTRACTUAL TERMS AND CONDITIONS:
			Upon receipt of \$ down on the purchase of this home, Homes Direct will order the home to be built. Once the Customer signs off on the order, the \$ deposit will become NON-REFUNDABLE.
			All contract disputes subject to agreed binding arbitration. (See item 13 on page 2.)
			IF HOME IS BEING PUT ON A PERMANENT FOUNDATION, BUYER IS RESPONSIBLE FOR THE COST OF THE FOUNDATION AND THE COST OF THE SITE SPECIFIC PLAN REQUIRED BY THE STATE OF NEW MEXICO M.H.D. DIVISION. COPY OF BUILDING PERMIT & SITE INSPECTION MUST BE COMPLETED BEFORE HOME WILL BE ORDERED.
			ADDITIONAL COMMENTS:
			This is the cash price of the home and home only. It does not include the land, land improvements or permits. \$ due prior to ordering the home and the balance of \$ due once the house arrives on site, and is blocked. Upon phone audit.
			You and I certify that the additional terms and conditions printed on Page 2 of this contract are agreed to as part of this agreement, the same as if printed above the signatures. I am purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that my trade-in is free from all claims whatsoever, except as noted.
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON PAGE 2.			
DESCRIPTION OF TRADE-IN	YEAR	MAKE	SIZE
	N/A		
MAKE	MODEL		BEDROOMS
TITLE NO	SERIAL NO		COLOR
AMOUNT OWING TO WHOM			
ANY DEBT I OWE ON THE TRADE-IN IS TO BE PAID BY <input type="checkbox"/> YOU <input type="checkbox"/> ME			
I, OR WE, ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ AND UNDERSTAND PAGE 1 OF THIS AGREEMENT.			
Homes Direct Of Farmington LLC		SIGNED X _____	PURCHASER
By _____		SIGNED X _____	PURCHASER
Approved _____			



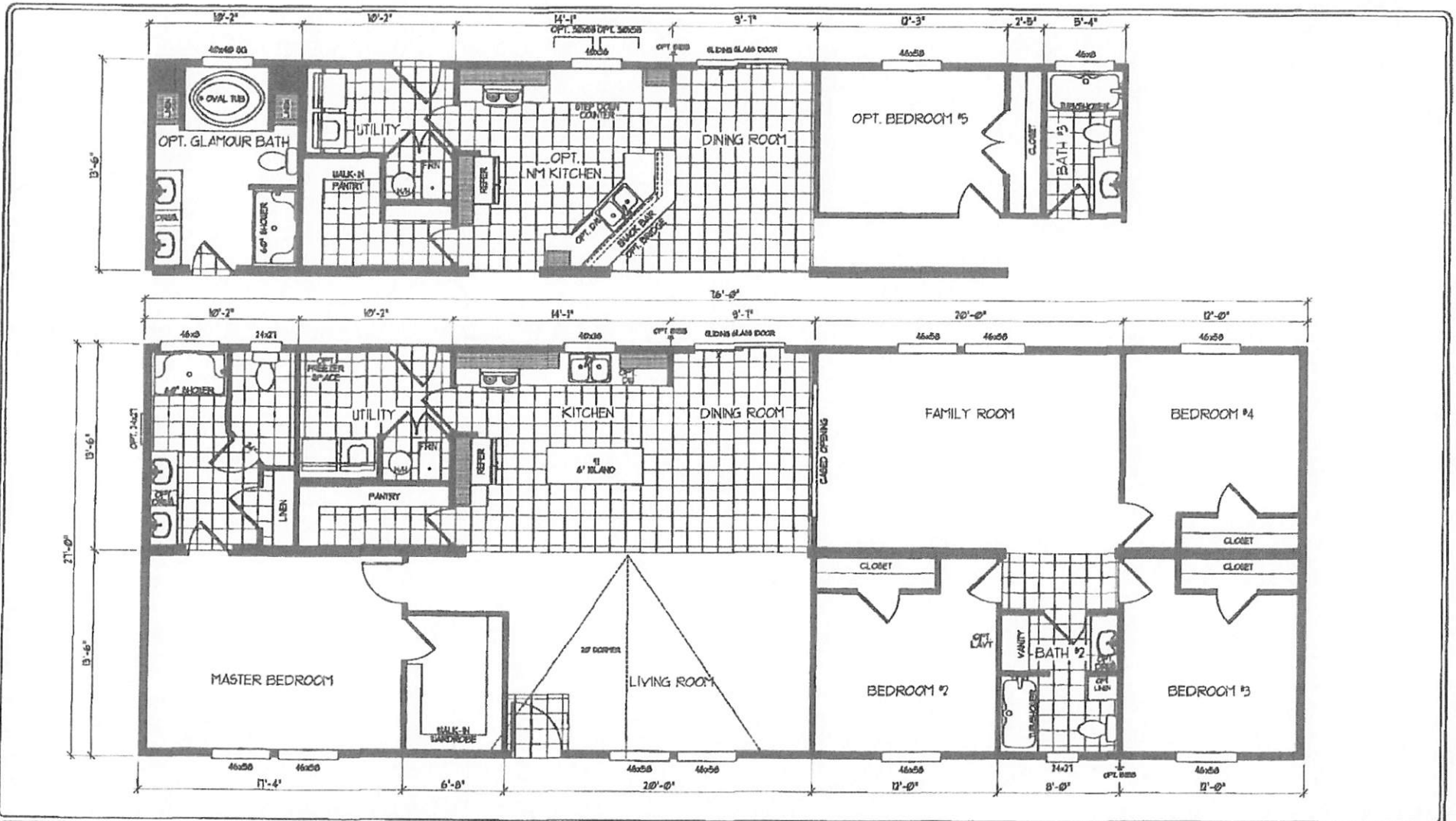
CUSTOMER NAME Dennehotso Chapter #1 DATE 11/10/2022  
ADDRESS Dennehotso, AZ  
SERIES / MODEL K2776A BASE PRICE \$ 197,709.00

**SCHEDULE A - OPTIONS**

OPTION	QTY	BASE	EXTENDED
Vinyl Skirting with Steps	1	\$ 2,000.00	\$ 2,000.00

OPTIONS TOTAL \$ 2,000.00

NOTES



**Clayton** FEATURING **Karsten**  
 albuquerque HOUSES

3100 Karsten CT. S.E. Albuquerque, N.M. 87109 (505) 342-0000 ph.

REVISIONS	BY	DATE
1. ANY CHANGES TO THIS PLAN MUST BE MADE BY THE ARCHITECT OR A LICENSED ARCHITECT.		
DATE PRINTED: 11/2/93 6:31 AM		
PRINTED BY: McLean, Richard		
SAVED BY: Mortimer		

GENERAL NOTES

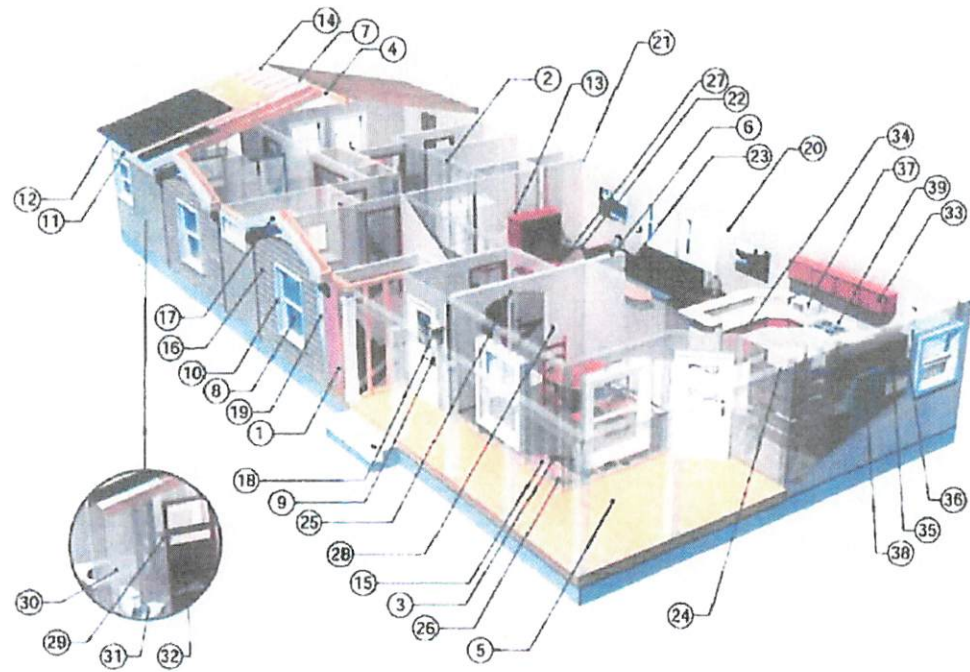
DRAMA TITLE

SALES

PROJECT: ALBUQUERQUE	SERIES: KARSTEN	MODEL NO: K2776A
SQ. FT.: 2052	DRAWING FILE INFORMATION	STANDARD
DRAWN BY:	DATE DRAWN: 3-07-19	SHEET: 1A-1

*It's All...  
About You!*  
**Karsten**  
HOMES  
Division of CMH Manufacturing

1. 2"x6" exterior walls on 16" centers
2. 2" x 4" interior walls
3. Transverse floor system, 2x8s on 15' / 2x6s on 13'6"
4. Engineered Roof Truss
5. Composite porch decking standard on recessed entries and porches
6. Vaulted or high flat ceilings throughout
7. 3:12 , 4:12, 5:12 & 6:12 Roof pitches
8. Vinyl dual glazed low-E windows
9. 6 panel 36" Vinyl in-swing exterior door with deadbolt (optional glass inserts available)
10. 4" Window trim on all exterior windows
11. 7/16" (OSB) roof sheathing with 15 lb. rolled roof paper
12. Lifetime Architectural Shingle
13. 40-Gallon Rheem Water Heaters
14. Optional R-50 Blown Ceiling Insulation
15. R-22 Floor Insulation
16. Smart Panel Siding
17. 8" Fascia
18. Porch lights at all exterior doors
19. House Wrap Vapor Barrier
20. Textured and Painted Interior Walls T/O
21. ½" sheetrock walls glued and screwed to studs



22. Baseboards throughout
23. Rounded corners throughout
24. Composite Wood shelving in closets with rod included
25. 30" Interior Passage Doors or Optional 36"
26. 5# rebond carpet pad
27. Trackless Stain Resistant Carpet
28. Stud mounted electrical switches and outlets
29. Porcelain sinks
30. 1 piece 60" fiberglass tub/showers or drop-in tubs (Varies by model)
31. Porcelain Elongated Toilets

32. Solid Wood Cabinet Doors
33. Adjustable shelving in kitchen cabinet base & overheads
34. Metal drawer guides
35. 9" deep Acrylic kitchen sink
36. Ground fault interruptor (GFI) - Kitchen, baths & exteriors
37. Frigidaire Appliances
38. 18 - 26 cubic foot frost free refrigerators with optional ice maker
39. Stainless Steel, White, Black & Black Stainless available

# Homes Direct of Farmington Option Sheet

In Effect:  
9/1/2022

CUSTOMER: Homes Direct of Farmington  
 RETAILER: Homes Direct of Farmington  
 BUILD TO HUD CODE:  
 BUILD TO IRC CODE (REPCOPY STATE):

Option Description	Price	Cost
Standard Exterior Model Specific	N/C	
6" Dome	\$280	\$0.00
9" Dome	\$1,030	\$0.00
9" Cut-Thru Dome	\$280	\$0.00
9" Eaveless Dome	\$1,020	\$0.00
14" Dome	\$270	\$0.00
14" Cut-Thru Dome	\$1,050	\$0.00
20" Dome	\$1,300	\$0.00
20" Dome	\$1,400	\$0.00
Add Eaveless to Dome	\$171	\$0.00
Clearstory Dome Windows (Non Cut-Thru)	\$885	\$0.00
2" Recessed Entryway	\$200	\$0.00
2 x 4 Braid Out (Per Window)	\$250	\$0.00
True Eaveless	\$200	\$0.00
Dark Standard Dome	\$270	\$0.00
10" Eaves (Lin. Ft.)	\$10	\$0.00
Add Porch Decking (Does Not Include Stitches) (Per Sq. Ft.)	\$40.00	\$0.00
Carport/Truss Landmark Architectural Shingles	N/C	
Metall Roof 12" (Lin. Ft.)	\$80	\$0.00
Metall Roof 27" (Lin. Ft.)	\$111	\$0.00
Metall Roof 30" (Lin. Ft.)	\$116	\$0.00
Metall Roof 40" (Lin. Ft.) - (R/Cs Only) Shig Loose Center Section	\$147	\$0.00
(Factory Will Not Install a Metall Roof on a Hardwood Roof, Can Only Substooze)		
Ice Shield 9" Layer from Exterior of Eave (per Foot)	\$1.00	\$0.00
Ice Shield Full Roof (Per Sq. Ft.)	\$1.30	\$0.00
Sliding Options		
SmartPanel with Trim	N/C	
Marble Plastic Cement Lap Siding (per meter ft) w/OSS Wrap	\$72	\$0.00
Smart Panel Lap Siding (per meter ft) w/OSS Wrap	\$67	\$0.00
7/16" OSS Vinyl Under Siding (per meter ft)	\$30	\$0.00
Watercoat 4 Rows Lap (Per Ft.)	\$19	\$0.00
Board & Bolt Accent (Per Ft.) (Starts at 3/4" Stippled Height)	\$22	\$0.00
High Cement Lap Watercoat W/ Board & Bolt Accent Above (Per Ft.)	\$48.00	\$0.00
Interior Paint with White Baseboard and Door Trim 2.35"	N/C	
Cased & Trimmed Windows	N/C	
5" Baseboard Throughout (per sq ft. of entire home)	\$2.28	\$0.00
Install Interior Walls (Per Ft.)	\$13.00	\$0.00
Window Sill (Per Window)	\$28	\$0.00
Paint & Cove Package (Per Sq. Ft.)	\$0.44	\$0.00
(Cove & Baseboard Below, White, 4 1/2" Cove to Baseboard Living Area, 2 1/2" Cove in Non-Served Area (Based on Class & Featur))		
Gas Fireplace	\$2,300	\$0.00
Wood Burning Fireplace (Not Available on Cobble Top)	\$1,600	\$0.00
Wood Burning Fireplace with Entertainment Shelves	\$1,950	\$0.00
Raised Hearth	\$385	\$0.00
Raised Hearth with Tile Bench (Model Specific)	\$545	\$0.00
Shelving	\$323	\$0.00
Tray Ceiling with 4 Recessed LED Can Lights	\$1,256	\$0.00
Beds & Bridges (Per Ft.)	\$38	\$0.00
Art Niches (No Gas Light Included)	\$180	\$0.00
Arched Opening	\$170	\$0.00
Overhead Coat Closet or Pantry	\$430	\$0.00
Board Shelving in Wardrobe	\$115	\$0.00
Extra Closet Rod & Shelf	\$49	\$0.00
Countertops		
Kitchen Ceramic Tile Backsplash Range	\$165	\$0.00
Kitchen Ceramic Tile Backsplash 2 Rows (4"x12" Tile)	\$645	\$0.00
Kitchen Ceramic Tile Backsplash 4 Rows (4"x12" Tile)	\$1,095	\$0.00
Primary Beam Ceramic Tile Backsplash 1 Row (4"x12" Tile)	\$244	\$0.00
Guest Beam Ceramic Tile Backsplash 1 Row (4"x12" Tile)	\$235	\$0.00
Solid Surface Countertops (Per Linear Foot)	\$143	\$0.00
Cabinetry		
Plastic Frame Coffee Bean or Flat Panel Chestnut Standard T/O	N/C	
City Scope Cabinets Over Range & Refrigerator	N/C	
12 1/2" Cabinet Crown Molding in Kitchen	\$85	\$0.00
Shelf Above Washer/Dryer	N/C	
Base Cab Height 36" T/O Home	N/C	
30" Tall Overhead Cabinets	\$215	\$0.00
Optional New Merlot Kitchen (Model Specific)	\$1,230	\$0.00
White or Fog Gray Shaker Cabinets T/O	\$630	\$0.00
White or Fog Gray Shaker Kitchen Only	\$1,245	\$0.00
Raised Panel Knotty Alder T/O Home	\$900	\$0.00
Raised Panel Knotty Alder in Kitchen Only	\$285	\$0.00
Raised Panel Knotty Alder in Bedroom Only (Each Bath)		
Kitchen Island (Change Kitchen Island From Granite)	(\$981 - \$1443)	
4" Overhead Cabinet (Per Door)	\$55	\$0.00
Glass Cab Doors (Each) (1 1/2" Wide CM Cabs Only, Corner Cabs N/A)	\$50	\$0.00
Add Base Cabinet Per Ft.	\$169	\$0.00
Add Overhead Cabinet Per Ft.	\$121	\$0.00
Bath Drawers (Each)	\$182	\$0.00
Bank of Drawers in 30" I/O Base Cab (18" or 24" Wide)	\$270	\$0.00
Rack Cabinet Shelf	\$14	\$0.00
Optional Pantry or Linen Cabinet 18" x 36"	\$410	\$0.00
Hidden Pantry (Model Specific)	\$1,050	\$0.00
Map Shelf (Does Not Include Cabinet)	\$560	\$0.00
2-Door Utility Overhead Cabinet with Rod	\$225	\$0.00
Overhead Cabinet Above Toilet	\$185	\$0.00
Structural		
306 Roof Load 27" (Lin. Ft.)	\$17	\$0.00
306 Roof Load 30" (Lin. Ft.)	\$20	\$0.00
306 Roof Load 40" (Lin. Ft.)	\$28	\$0.00
306 Roof Load 40" (Lin. Ft.)	\$14	\$0.00
306 Roof Load 27" (Lin. Ft.)	\$25	\$0.00
306 Roof Load 30" (Lin. Ft.)	\$28	\$0.00
306 Roof Load 40" (Lin. Ft.)	\$39	\$0.00

Option Description	Price	Cost
24 x 27 Horizontal Opening Bath Window	\$260	\$0.00
14 x 14 Window	\$116	\$0.00
36 x 12 Window	\$145	\$0.00
30 x 14 Window	\$205	\$0.00
30 x 60 Window (Extra)	\$415	\$0.00
36 x 60 Window in Place of Standard 36 x 60	\$295	\$0.00
36 x 60 Window (Extra)	\$745	\$0.00
40 x 18 Arch Top Window	\$335	\$0.00
40 x 36 Kitchen Window (Extra)	\$505	\$0.00
40 x 14 Window	\$191	\$0.00
50 x 20 Clear Glass Transom Window	\$191	\$0.00
48 x 60 Window (Extra)	\$265	\$0.00
48 x 60 Window in Place of Standard 36 x 60	\$450	\$0.00
48 x 60 Window (Extra)	\$925	\$0.00
38 x 60 Window (Extra)	\$502	\$0.00
48 x 6 Gun Slat Bath Window	\$191	\$0.00
60 x 60 Window in Place of Standard 36 x 60	\$445	\$0.00
60 x 60 Window (Extra)	\$635	\$0.00
78 x 36 Arched Top Window I/O Kitchen Window & Select Cabinets	\$1,035	\$0.00
Recess Window Chrome (Per Meter)	\$94	\$0.00
Dark Window	\$27	\$0.00
Slide Light Window Block	\$510	\$0.00
72 x 10 Transom Window	\$245	\$0.00
72 x 18 Arch Top Window	\$265	\$0.00
21 30 x 60 Windows I/O 40 x 36 Kitchen Window (Where Applicable)	\$660	\$0.00
100 AMP Service Gas Home	N/C	
200 AMP Air Electric	N/C	
200 AMP Service Gas Home (INC INC)	\$175	\$0.00
Booster 3 Pin Thermostat	N/C	
488 Part installed in Kitchen	N/C	
USB I/O 1 outlet	\$63	\$0.00
LED Lighting T/O	N/C	
AC Disconnect (N/A/C 220 Connection)	\$191	\$0.00
Add 1" Extra Conduit to Power Panel (IRC Only)	\$85	\$0.00
CO Detector (2 INC INC)	\$105	\$0.00
Prevent Backflow/Backsiphon Circuit	\$175	\$0.00
1-Box with Switch	\$80	\$0.00
9" Recessed LED Light w/Dimmer (Each)	\$109	\$0.00
3-Way Switch per Light	\$105	\$0.00
Router Switch T/O	\$191	\$0.00
TV Prep (Includes 2 Cables, 2 Outlets and Bracket)	\$245	\$0.00
Entertainment Prep	\$110	\$0.00
Wires & Preps For Fan	\$190	\$0.00
Washer Ceiling Fan with Light - Brushed Metal	\$220	\$0.00
Washer Ceiling Fan with Light - Matte Black	\$220	\$0.00
Washer Ceiling Light w/Black	\$110	\$0.00
Extra Exterior Coach Light	\$170	\$0.00
Extra Interior GFI Outlet (INC 2)	\$90	\$0.00
Extra Interior Electric Outlet	\$115	\$0.00
Extra Interior GFI Outlet	\$115	\$0.00
Electrical Raceway in Overhead Cabinet Above Range Hood	\$50	\$0.00
Wire For Electric Range Leads Gas Plumbing	\$215	\$0.00
Dependent Light (Brushed Metal or Black)	\$110	\$0.00
Solar Charge to Panel Box	\$185	\$0.00
Kitchen Appliance Package Options		
Professional Appliance Package (White or Black) (Gas or Electric)	\$1,728	\$0.00
Stainless Steel Gallery Package (Gas or Electric with 30" Fridge)	\$4,233	\$0.00
Exchange for French Door Fridge in Gallery Pack (Stainless)	\$3,234	\$0.00
Black Stainless Steel Gallery Package (Gas or Electric with 30" Fridge)	\$4,218	\$0.00
Exchange for French Door Fridge in Gallery Pack (Black Stainless)	\$3,213	\$0.00
Professional Built in Appliance Pack - Stainless Steel (Gas or Electric)	\$4,018	\$0.00
Refrigerators		
1/2 CF Refrigerator (White or Black) (See location for dimensions)	\$199	\$0.00
Add Icebin to Standard 18 CF Refrigerator	\$1,235	\$0.00
21 CF 30" Countertop Depth Stainless Steel	\$2,534	\$0.00
21 CF French Door Countertop Depth Stainless Steel	\$3,115	\$0.00
26 CF 30" Refrigerator (Black or White)	\$2,515	\$0.00
26 CF 30" Refrigerator Standard Depth Stainless Steel	\$1,599	\$0.00
21 CF French Door Standard Depth Stainless Steel	\$1,75	\$0.00
Plumb For Ice Maker	\$285	\$0.00
Over Refrigerator		
Dishwasher (White or Black)	\$215	\$0.00
Dishwasher Upgrade (White or Black)	\$245	\$0.00
Dishwasher Upgrade Stainless Steel	\$1,002	\$0.00
Plumb & Wire for Dishwasher Leave Opening	\$110	\$0.00
Range		
Standard Range (White or Black) (Gas or Electric)	N/C	
Electric Range (Gas Top White or Black)	\$245	\$0.00
Gas Range Upgrade (White or Black)	\$425	\$0.00
Stainless Steel Gas Range (Black Top)	\$380	\$0.00
Stainless Steel Gas Range Cook Top Connection	\$710	\$0.00
Overhead Standard Range, Leave Plumbing	\$240	\$0.00
Overhead Standard Range, Leave Plumbing		
Overhead Standard Range Hoods		
Standard Range Hood (White or Black)	N/C	
Stainless Steel Range Hood	\$175	\$0.00
Microwave 1.8 CF (White or Black)	\$447	\$0.00
Microwave 1.7 CF Stainless Steel	\$324	\$0.00
Stainless Steel Chimney Range Hood	\$433	\$0.00
36" Glass/Stainless Range Hood	\$575	\$0.00
Stainless		
Electric Cooktop 5 Burner Stainless Steel	\$205	\$0.00
Gas Cooktop 5 Burner Stainless Steel	\$1,084	\$0.00
Electric Single Wall Oven Self Clean Stainless Steel	\$2,082	\$0.00
Electric Double Wall Oven Self Clean Stainless Steel	\$3,182	\$0.00
Microwave 2.2 CF Built-In Stainless Steel w/Ten Kit	\$1,299	\$0.00
Refrigerator Systems		
1" Deep White Acrylic Sink with Mixer Post-Drain Kitchen Faucet	\$80	\$0.00
Stainless Steel 8" Deep Sink	\$205	\$0.00
Undermount Sink Stainless Steel (Solid Surface Countertops Only)	\$485	\$0.00
Stainless Steel Farmhouse Sink (Single Bowl Only)	\$178	\$0.00
Garbage Disposal 1/2 HP (Continuous)		
Secret Drawers & Lids		
Standard Show-View Wave Surface PEY Carpet & Rebound Carpet Pad 66	N/C	
Install Carpet at Factory (INC on Extra Section Below)	\$680	\$0.00
7/16" 36 Super-Medic Carpet Pad Upgrade (Per In Sq)	\$3.75	\$0.00
Room's Way Carpet (Per In Sq)	\$16.00	\$0.00
All In One Carpet (Per In Sq)	\$19.40	\$0.00
Over Carpet & Pad (Per In Sq)	-\$7.50	\$0.00
Over Carpet (Per In Sq)	-\$7.50	\$0.00
Over Standard Liner (Per In Sq)		
Add Liner (PO Carpet (Per In Sq) (Only apply Where it Liner Be Needed)	\$8.55	\$0.00







SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s): QUOTES TBD

Phone #:

Address:

Delivery Address: QUOTES TBD

Home Info	
Make:	TRU Delight 2 Bed 2 Bath
Model:	14x60 Single Wide
Serial #:	
Stock #:	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	

Pricing	
Home Price	\$ 66,000.00
State Tax	0.00
Local Tax	0.00
Title Fee	42.71
Cash Price	
Wheels and Axles Rental	275.00
Delivery/Set/Skirting/Steps	0.00
Kitchen Appliances	0.00
Total Package Price	\$ 66,317.71
Trade Allowance	
Less Amount Owed	
Trade Equity	
Cash Down Payment	
Less All Credits	
Remaining Balance	\$ 66,317.71

Trade Info	
Make:	
Model:	
Serial #:	
Year:	
Size:	Length:                      Width:
Title #:	
Owed to:	
Amount owed will be paid by: <input type="checkbox"/> Buyer <input type="checkbox"/> Seller	

Responsibilities

Seller Responsibilities: Standard XI-2-Tie Down Set, Delivery, Installed Skirting, Steps for front and back door.

Buyer Responsibilities:

Options:

Acknowledgment

New Manufactured Homes meet federal standards for design and construction, but may not meet local codes and standards. Buyer(s) agree: (1) that the terms and conditions on pages two and three are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

Signature of Buyer: \_\_\_\_\_ Date

Signature of Buyer: \_\_\_\_\_ Date

Signature of Buyer: \_\_\_\_\_ Date      Signature of Buyer: \_\_\_\_\_ Date

Seller: \_\_\_\_\_ Date

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2. **SELLER & BUYER RESPONSIBILITIES. Delivery and installation:** If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
3. **DEPOSIT.** The Buyer may have paid a cash deposit to Seller. If Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
4. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
5. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
6. **CHANGE ORDERS.** Any changes, additions or modifications to the home, features of the home, upgrades, options, site improvements and any other aspect of this agreement shall be set forth in a written change order or a revised Sales Agreement and must be signed by the parties. Seller reserves the right to approve or disapprove, at Seller's sole discretion, any changes, additions or modifications. Buyer acknowledges and agrees that any such changes, additions or modifications may increase the purchase price and result in delays.
7. **LIMITATION OF DAMAGES.** To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** Seller is not the manufacturer of the home. **For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty.** In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. **ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
9. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

10. **ENTRY INTO PROPERTY.** Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
11. **SUPERVISION OF WORK.** Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
12. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
13. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
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SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s): QUOTES TBD

Phone #:

Address:

Delivery Address: QUOTES TBD

Home Info	
Make:	BONHAM Vision 3 Bed 2 bath
Model:	16x76 Single Wide
Serial #:	
Stock #:	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	

Pricing	
Home Price	\$ 85,000.00
State Tax	0.00
Local Tax	0.00
Title Fee	42.71
Cash Price	
Wheels and Axles Rental	330.00
Delivery/Set/Skirting/Steps	0.00
Kitchen Appliances	0.00
Total Package Price	\$ 85,372.71
Trade Allowance	
Less Amount Owed	
Trade Equity	
Cash Down Payment	
Less All Credits	
Remaining Balance	\$ 85,372.71

Trade Info	
Make:	
Model:	
Serial #:	
Year:	
Size:	Length:                      Width:
Title #:	
Owed to:	
Amount owed will be paid by: <input type="checkbox"/> Buyer <input type="checkbox"/> Seller	

Responsibilities

Seller Responsibilities: Standard XI-2-Tie Down Set, Delivery, Installed Skirting, Steps for front and back door.

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New Manufactured Homes meet federal standards for design and construction, but may not meet local codes and standards.

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Seller: \_\_\_\_\_ Date \_\_\_\_\_

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12. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
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Clear Form



SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s): QUOTES TBD

Phone #:

Address:

Delivery Address: QUOTES TBD

Home Info	
Make:	TRU PRIDE 4/2
Model:	28x68 Double Wide
Serial #:	
Stock #:	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	

Trade Info	
Make:	
Model:	
Serial #:	
Year:	
Size:	Length:                      Width:
Title #:	
Owed to:	
Amount owed will be paid by: <input type="checkbox"/> Buyer <input type="checkbox"/> Seller	

Pricing	
<b>Home Price</b> .....	<b>\$ 119,500.00</b>
State Tax .....	0.00
Local Tax .....	0.00
Title Fee .....	42.71
<b>Cash Price</b> .....	
Wheels and Axles Rental .....	550.00
Delivery/Set/Skirting/Steps .....	0.00
Kitchen Appliances .....	0.00
<b>Total Package Price</b> .....	<b>\$ 120,092.71</b>
Trade Allowance .....	
Less Amount Owed .....	
Trade Equity .....	
Cash Down Payment .....	
<b>Less All Credits</b> .....	
<b>Remaining Balance</b> .....	<b>\$ 120,082.71</b>

Responsibilities

Seller Responsibilities: Standard X1-2-Tie Down Set, Delivery, Installed Skirting, Steps for front and back door.

Buyer Responsibilities:

Options:

Acknowledgment

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3. **DEPOSIT.** The Buyer may have paid a cash deposit to Seller. If Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
4. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
5. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
6. **CHANGE ORDERS.** Any changes, additions or modifications to the home, features of the home, upgrades, options, site improvements and any other aspect of this agreement shall be set forth in a written change order or a revised Sales Agreement and must be signed by the parties. Seller reserves the right to approve or disapprove, at Seller's sole discretion, any changes, additions or modifications. Buyer acknowledges and agrees that any such changes, additions or modifications may increase the purchase price and result in delays.
7. **LIMITATION OF DAMAGES.** To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** Seller is not the manufacturer of the home. For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty. In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. **ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
9. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

Clear Form



SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s): QUOTES TBD

Phone #:

Address:

Delivery Address: QUOTES TBD

Home Info	
Make:	TRU Glory 3 Bed 2 Bath
Model:	14x76 Single Wide
Serial #:	
Stock #:	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	

Pricing	
Home Price	\$ 73,000.00
State Tax	0.00
Local Tax	0.00
Title Fee	42.71
<b>Cash Price</b>	
Wheels and Axles Rental	330.00
Delivery/Set/Skirting/Steps	0.00
Kitchen Appliances	0.00
<b>Total Package Price</b>	<b>\$ 73,372.71</b>
Trade Allowance	
Less Amount Owed	
Trade Equity	
Cash Down Payment	
<b>Less All Credits</b>	
<b>Remaining Balance</b>	<b>\$ 73,372.71</b>

Trade Info	
Make:	
Model:	
Serial #:	
Year:	
Size:	Length: _____ Width: _____
Title #:	
Owed to:	
Amount owed will be paid by: <input type="checkbox"/> Buyer <input type="checkbox"/> Seller	

Responsibilities

Seller Responsibilities: Standard XI-2-Tie Down Set. Delivery. Installed Skirting. Steps for front and back door.

Buyer Responsibilities:

Options:

Acknowledgment

New Manufactured Homes meet federal standards for design and construction, but may not meet local codes and standards.

Buyer(s) agree: (1) that the terms and conditions on pages two and three are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

Signature of Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_ Date \_\_\_\_\_ Signature of Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Seller: \_\_\_\_\_ Date \_\_\_\_\_



## ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
2. **SELLER & BUYER RESPONSIBILITIES. Delivery and installation:** If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the exact date for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated date of occupancy. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
3. **DEPOSIT.** The Buyer may have paid a cash deposit to Seller. If Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
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5. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
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7. **LIMITATION OF DAMAGES.** To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** Seller is not the manufacturer of the home. **For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty.** In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. **ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
9. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

10. **ENTRY INTO PROPERTY.** Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
11. **SUPERVISION OF WORK.** Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
12. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
13. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
14. **RULES OF CONSTRUCTION.** If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.



**NAVAJO NATION DEPARTMENT OF JUSTICE**  
**OFFICE OF THE ATTORNEY GENERAL**

DOREEN N. MCPAUL  
Attorney General

KIMBERLY A. DUTCHER  
Deputy Attorney General

**DEPARTMENT OF JUSTICE**  
**INITIAL ELIGIBILITY DETERMINATION**  
**FOR NAVAJO NATION FISCAL RECOVERY FUNDS**

RFS/HK Review #: HK0292

Date & Time Received: 12/8/2022 at 11:49

Date & Time of Response: 12/15/2022 at 3:32 PM

Entity Requesting FRF: Dennehotso Chapter

Title of Project: Modular Homes

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$933,672

**Eligibility Determination:**

- FRF eligible
- FRF ineligible
- Additional information requested

**FRF Eligibility Category:**

- (1) Public Health and Economic Impact
- (2) Premium Pay
- (3) Government Services/Lost Revenue
- (4) Water, Sewer, Broadband Infrastructure

U.S. Department of Treasury Reporting Expenditure Category: TBD

**Returned for the following reasons (Ineligibility Reasons / Paragraphs 5. E. (1) - (10) of FRF Procedures):**


- |   |  |
|---|--|
| <input type="checkbox"/> Missing Form   | <input type="checkbox"/> Expenditure Plan incomplete                     |
| <input type="checkbox"/> Supporting documentation missing   | <input type="checkbox"/> Funds will not be obligated by 12/31/2024       |
| <input type="checkbox"/> Project will not be completed by 12/31/2026  | <input type="checkbox"/> Incorrect Signatory                             |
| <input type="checkbox"/> Ineligible purpose   | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports  |  |
| <input checked="" type="checkbox"/> Additional information submitted is insufficient to make a proper determination |  |

Other Comments: \_\_\_\_\_

**We need more information to determine if the proposed housing assistance is an eligible use. To assist us, please provide answers to the following questions in as much detail as possible and include any other relevant information, including any applications or other attachments:**

- 1. What is the criteria to be approved for a new home/how were/will the 8 recipients be selected? Please be specific, including any family size and income limitations, as well as any other specific needs of the intended recipients.**
- 2. Please describe in more detail the homes to be built, including square footage, number of bedrooms, etc., and how the size of home selected for each recipient will be determined (based on family size, etc.)**
- 3. Please describe how the estimated size and cost per home compares to homes in the area these homes will be located.**
- 4. Please explain whether the home construction projects would qualify for any federally funded housing programs, including but not limited to the National Housing Trust Fund, Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program.**

Name of DOJ Reviewer: Navalyn R. Platero

Signature of DOJ Reviewer: 

If you wish to provide the additional information requested please resubmit all the required forms updated to include the additional information. Full resubmission will expedite the Initial Eligibility Determination process. Therefore, please include a new RFS form indicating resubmission, revised Appendix A, budget form 1, and other supporting documents. **Please email your resubmission to arpa@nndoj.org.** Please be aware that under Resolution BFS-31-21 a Project can only be reviewed twice, therefore it is critical that you include all the requested additional information for your second submission.