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H.542

Introduced by Representatives Botzow of Pownal, Baker of West Rutland,
Davis of Washington, Fisher of Lincoln, Head of South
Burlington, McDonald of Berlin, Milkey of Brattleboro, Moran
of Wardsboro, Ram of Burlington, Savage of Swanton, Sharpe
of Bristol, South of St. Johnsbury, Stevens of Waterbury and
Winters of Williamstown

Referred to Committee on

Date:

Subject: Mobile homes

Statement of purpose: This bill proposes to clarify the rights and obligations
regarding the transfer of ownership of a mobile home, and to establish a
definition and requirements for mobile home rent-to-own transactions.

An act relating to transfers of mobile homes and rent-to-own transactions

It is hereby enacted by the General Assembly of the State of Vermont:

~~Sec. 1. 9 V.S.A. § 2602 is amended to read:~~

~~§ 2602. SALE OR TRANSFER; PRICE DISCLOSURE; UNIFORM~~

~~MOBILE HOME UNIFORM BILL OF SALE~~

~~* * *~~

1 ~~(b)(1) No mobile home may be sold or its ownership otherwise transferred~~
2 unless a completed mobile home uniform bill of sale as described in
3 subsection (c) is ~~completed~~ endorsed by the clerk of the town in which the
4 mobile home is located and furnished by the seller or transferor to the buyer or
5 transferee. ~~The mobile home uniform bill of sale must be filed with the town~~
6 ~~clerk of the town in which the mobile home is to be located. Prior to resale, a~~
7 ~~mobile home uniform bill of sale must be endorsed by the town clerk of the~~
8 ~~town in which the mobile home is located and a copy sent to the town clerk~~
9 ~~where the mobile home will be located.~~

10 (2) If a mobile home is sold or transferred separately from the real
11 property on which it is located, the seller or transferor shall provide a copy of
12 the mobile home uniform bill of sale by certified mail, return receipt requested,
13 to the record owner of the real property on which the mobile home is located.

14 (3) A clerk shall not endorse a mobile home uniform bill of sale unless:

15 (A) all property taxes due and payable as of the most recent
16 assessment or installment thereof on the mobile home, but not the real property
17 on which the mobile home is located if separately owned, have been paid in
18 full; and

19 (B) if a mobile home is sold or transferred separately from the real
20 property on which it is located, the seller or transferor has provided a copy of

1 ~~the mobile home uniform bill of sale to the owner of the real property on which~~
2 the mobile home is located.

3 (4) The buyer or transferee shall file the bill of sale with the clerk of the
4 town in which the mobile home will be located within 10 days of receipt from
5 the seller or transferor. If the mobile home will be relocated to real property
6 that is not owned by the buyer or transferee, the buyer or transferee shall
7 provide a copy of the mobile home uniform bill of sale to the record owner of
8 the real property on which the mobile home will be located.

9 (5) A clerk shall not accept for filing a mobile home uniform bill of sale
10 that is not endorsed as required by this subsection.

11 (6) The requirements of this subsection shall apply to a mobile home
12 that is physically relocated by its owner to another town.

13 (7) This subsection shall not apply to:

14 (A) the valid transfer of a mobile home by deed when financed as
15 residential real estate pursuant to this chapter;

16 (B) the valid transfer of a mobile home by a mobile home uniform
17 bill of sale pursuant to the abandonment process set forth in 10 V.S.A. § 6249;

18 (C) the physical relocation of a mobile home that is held as inventory
19 by a manufacturer, distributor, or dealer, is stored or displayed on a sales lot,
20 and is not connected to utilities.

1 ~~(c) No mobile home shall be moved over the highways of this state unless~~
2 ~~the operator of the vehicle hauling such mobile home has in his or her~~
3 ~~possession a copy of the mobile home uniform bill of sale endorsed pursuant to~~
4 ~~32 V.S.A. § 5079 by the town clerk of the town in which the mobile home was~~
5 ~~last listed and by the clerk of the town in which the mobile home was last~~
6 ~~located. The mobile home uniform bill of sale shall contain the make, model,~~
7 ~~serial, size, year manufactured and location of each mobile home. It shall give~~
8 ~~the name and address of the owner of the property and whether the property is~~
9 ~~subject to a security interest and shall be substantially in the following form:~~

10 ~~VERMONT MOBILE HOME UNIFORM BILL OF SALE~~

11 ~~KNOW ALL PEOPLE BY THESE PRESENTS THAT~~

12 ~~....., Seller(s), of County of~~
13 ~~..... and State of, in~~
14 ~~consideration of Dollars (\$) paid by~~

15 ~~....., Buyer(s), of~~
16 ~~County of and State of~~

17 ~~the receipt and sufficiency whereof is hereby acknowledged, do hereby grant,~~
18 ~~sell, transfer and deliver unto said Buyer(s) the following goods and chattels,~~
19 ~~namely:~~

1 ~~Mobile Home Make: Model: Year:~~

2 ~~..... Serial Number: Size:~~

3 ~~Color: presently located~~

4 ~~at in the Town of~~

5 ~~Mobile Home will remain at above location.~~

6 ~~Mobile Home will be located at in Town of~~

7 ~~.....~~

8 ~~TO HAVE AND TO HOLD all and singular the goods and chattels to the said~~
9 ~~Buyer(s) and Buyer(s) executors, administrators, and~~
10 ~~assigns, to Buyer(s) own use and behoof forever. And the Seller(s) hereby~~
11 ~~covenant(s) with the said Buyer(s) that Seller(s) is/are the lawful owner(s) of~~
12 ~~said goods and chattels, that they are free from all encumbrances, that Seller(s)~~
13 ~~has/have good right to sell the same as aforesaid, and that Seller(s) will warrant~~
14 ~~and defend the same against the lawful claims and demands of all persons.~~

15 ~~IN WITNESS WHEREOF, the Seller(s) here to set(s) his/her/their~~
16 ~~hand(s), this day of A.D. 20~~

17 ~~.....~~

18 ~~Witness Seller~~

19 ~~.....~~

20 ~~Witness Seller~~

1 ~~NOTICE: Title 32 V.S.A. § 5079 requires that this Mobile Home Uniform Bill~~
2 ~~of Sale be signed by Sellers, Town Clerk of the Town where the Mobile Home~~
3 ~~is located prior to sale, and filed by Buyer with the Town Clerk of the Town~~
4 ~~where the Mobile Home will be located after the sale.~~

5 **SECURITY INTEREST**

6 This property is subject to the following security interest or interests of
7 record:

8 Secured Party Date Discharged Town Record Number

9 ~~TO BE COMPLETED BY TOWN CLERK WHERE MOBILE HOME IS~~
10 ~~PRESENTLY LOCATED.~~

11 I hereby acknowledge that:

12 1. ~~Notation of above transfer has been made on the margin of the~~
13 ~~retained copy of the Mobile Home Uniform Bill of Sale whereby Seller(s)~~
14 ~~herein acquired title.~~

15 2. ~~Copy of this bill of sale has been forwarded to Town Clerk of Town~~
16 ~~where above Mobile Home will be located.~~

17 3. ~~Notation of security interest has been made.~~

18 DATED: ATTEST: TOWN CLERK

19 (c)(1) A mobile home uniform bill of sale shall contain the following
20 information regarding each mobile home being transferred:

21 (A) the name and address of each seller or transferor;

1 ~~(B) the name and address of each buyer or transferee;~~

2 (C) the make, model, serial number, size, and year manufactured;

3 (D) the current address or location of the mobile home;

4 (E) whether the mobile home will be moved following the sale or
5 transfer, and if so, the future address of the mobile home;

6 (F) the name and address of the owner of the real property on which
7 the mobile home is located;

8 (G) the name and address of the owner of the real property on which
9 the mobile home will be located following the sale or transfer;

10 (H) if the mobile home is sold separately from the real property on
11 which it is located, confirmation that the seller or transferor has provided
12 notice of the sale to the owner of the real property on which the mobile home
13 is located; and

14 (I) if the property is subject to a security interest, the name of the
15 debtor, the name of the secured party, and the effective date of the security
16 agreement under which the security interest was created.

17 (2) A mobile home uniform bill of sale shall be substantially in the
18 following form:

19 VERMONT MOBILE HOME UNIFORM BILL OF SALE

20 Seller or Transferor ("Seller"):

21 Name:.....

1 Street:.....

2 Town/State/ZIP:.....

3 County:.....

4 Mailing Address (if different):

5 Street:.....

6 Town/State/ZIP:.....

7 Buyer or Transferee ("Buyer"):

8 Name:.....

9 Street:.....

10 Town/State/ZIP:.....

11 County:.....

12 Mailing Address (if different):

13 Street:.....

14 Town/State/ZIP:.....

15 Mobile Home Being Sold or Transferred ("Mobile Home")

16 Specifications:

17 Make:

18 Model:.....

19 Year:.....

20 Serial Number:

21 Size:.....

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Color:.....

Current Location:

Street:.....

Town/State/ZIP:.....

County:.....

Owner of Real Property on which Mobile Home is Located:

Name:.....

Street:.....

Town/State/ZIP:.....

Mailing Address (if different):

Street:.....

Town/State/ZIP:.....

Seller(s)/Transferor(s) has (have) provided a copy of this bill of sale to the
owner of the real property on which mobile home is currently located.

Location of Mobile Home Following Sale

Mobile Home will remain at current location.

Mobile Home will be relocated to the following address.

Street:.....

Town/State/ZIP:.....

County:.....

~~1 Owner of Real Property on which Mobile Home will be Located:~~

~~2 Name:.....~~

~~3 Street:.....~~

~~4 Town/State/ZIP:.....~~

~~5 Mailing Address (if different):~~

~~6 Street:.....~~

~~7 Town/State/ZIP:.....~~

~~8 For good and valuable consideration, the receipt and sufficiency of which is~~

~~9 acknowledged, Seller hereby transfers to the Buyer the Mobile Home~~

~~10 identified in this Bill of Sale, and Seller covenants with Buyer that Seller is the~~

~~11 lawful owner of the Mobile Home, that it is free from all encumbrances, that~~

~~12 Seller has good right to sell the Mobile Home, and that Seller will warrant and~~

~~13 defend the same against the lawful claims and demands of all persons.~~

~~14 Seller Signature.....Date.....~~

~~15 Witness Signature.....~~

~~16 Seller Signature.....Date.....~~

~~17 Witness Signature.....~~

~~18 Buyer Signature.....Date.....~~

~~19 Witness Signature.....~~

~~20 Buyer Signature.....Date.....~~

~~21 Witness Signature~~

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Security Interest

The Mobile Home is subject to the following security interests of record:

Debtor _____ Secured Party _____ Date _____

.....

.....

NOTICE

Vermont statute requires that this Mobile Home Uniform Bill of Sale be signed by each Buyer and Seller, endorsed by the Town Clerk of the Town where the Mobile Home is located at the time of sale, and filed by Buyer with the Town Clerk of the Town where the Mobile Home will be located after the sale.

TOWN CLERK ENDORSEMENT

TO BE COMPLETED BY TOWN CLERK WHERE MOBILE HOME IS CURRENTLY LOCATED.

I hereby acknowledge that:

1. Notation of above transfer has been made on the margin of the retained copy of the Mobile Home Uniform Bill of Sale whereby Seller acquired title.

2. Notation of security interest has been made.

3. All property taxes due and payable as of the most recent assessment or installment thereof on the Mobile Home, but not the real property on which the Mobile Home is located if separately owned, have been paid in full.

1 ~~4. If the Mobile Home is sold or transferred separately from the real~~
2 ~~property on which it is located, Seller has provided a copy of the Mobile Home~~
3 ~~Uniform Bill of Sale to the Owner of the real property on which the Mobile~~
4 ~~Home is located.~~

5 ~~Town Clerk Signature:.....Date:.....~~

6 ~~(3) Within 14 days of filing, the town clerk in the town in which a~~
7 ~~mobile home uniform bill of sale is filed shall mail a copy of the recorded bill~~
8 ~~of sale to each buyer, seller, and owner of real property for whom a mailing~~
9 ~~address is provided. The cost of copying and mailing copies pursuant to this~~
10 ~~subdivision shall be charged when the bill of sale is submitted for filing, and~~
11 ~~shall be in addition to the filing fees charged by the town.~~

12 ~~(d) A mobile home shall not be moved over the highways of this state~~
13 ~~unless the operator of the vehicle hauling the mobile home has in his or her~~
14 ~~possession a copy of the mobile home uniform bill of sale endorsed pursuant to~~
15 ~~subsection (b) of this section. In addition to any penalty or remedy imposed~~
16 ~~under section 2607 of this title, a violation of this subsection shall be subject to~~
17 ~~the collection and enforcement provisions set forth in 32 V.S.A. § 5079.~~

18 ~~(e)(1) For purposes of this subsection, “an agreement to purchase a mobile~~
19 ~~home on a rent-to-own, lease-purchase, or similar basis” means any agreement,~~
20 ~~other than an agreement to purchase a mobile home, that will be financed as~~
21 ~~residential real estate, under which:~~

1 ~~(A) a buyer or lessee, however named, agrees to pay consideration in~~
2 ~~one or more installments to the owner of a mobile home, or to a third party~~
3 ~~designated by the owner of the mobile home to receive payment on behalf of~~
4 ~~the owner, for the right to use or occupy the mobile home;~~

5 ~~(B) upon full compliance with the terms of the agreement, the buyer~~
6 ~~or lessee, however named, is bound to become, or for no further or a merely~~
7 ~~nominal additional consideration, has the option of becoming, the owner of the~~
8 ~~mobile home.~~

9 ~~(2) An agreement to purchase a mobile home on a rent-to-own,~~
10 ~~lease-purchase, or similar basis shall not transfer ownership of the mobile~~
11 ~~home, or the rights, duties, and liabilities arising from ownership of the mobile~~
12 ~~home, unless and until:~~

13 ~~(A) the buyer and seller execute a written retail installment contract~~
14 ~~complying with the requirements set forth in chapter 59 of this title;~~

15 ~~(B) the seller furnishes to the buyer an executed mobile home~~
16 ~~uniform bill of sale endorsed pursuant to subsection (b) of this section; and~~

17 ~~(C) the buyer executes and records the mobile home uniform bill of~~
18 ~~sale with the town clerk of the town in which the mobile home will be located~~
19 ~~within 10 days of receipt from the seller.~~

20 ~~(3) An agreement to purchase a mobile home on a rent-to-own,~~
21 ~~lease-purchase, or similar basis that meets the requirements of subdivision (2)~~

1 ~~of this subsection shall constitute a "retail installment transaction" as defined~~
2 in subdivision 2351(4) of this title, and in addition to any other applicable law,
3 shall be subject to chapter 59 of this title and 9A V.S.A. Article 2 of the
4 Uniform Commercial Code (Sale of Goods).

5 (4) An agreement to purchase a mobile home on a rent-to-own,
6 lease-purchase, or similar basis that does not meet the requirements of
7 subdivision (2) of this subsection shall constitute a residential rental agreement
8 as defined in subdivision 4451(8) of this title, and in addition to any other
9 applicable law, shall be governed by chapter 137 of this title, and as
10 appropriate, 9A V.S.A. Article 2A of the Uniform Commercial Code (Leases)
11 and chapter 153 of Title 10.

12 (5) Notwithstanding subdivisions (2)–(4) of this subsection, a buyer or
13 seller may pursue any remedies available at law or at equity for:

14 (A) damages resulting from another party's breach of a valid
15 agreement to purchase a mobile home on a rent-to-own, lease-purchase, or
16 similar basis; and

17 (B) damages resulting from a failed transfer of ownership under
18 subdivision (2) of this subsection arising from another party's act or omission.

19 (f)(1) The sale of a mobile home under this section is a sale of goods under
20 Article 2 of the Uniform Commercial Code, as codified in Title 9A of the
21 Vermont Statutes Annotated. The provisions of this section should be

1 ~~harmonized with the provisions of the Uniform Commercial Code to the~~
2 furthest possible extent, but in the event of a direct conflict, this section shall
3 govern.

4 (2) The sale of a mobile home under this section is subject to the
5 provisions governing express and implied warranties on the sale of goods set
6 forth in Part 3 of Article 2 of Title 9A, with the following modifications:

7 (A) the warranty of title in a contract of sale under 9A V.S.A.
8 § 2-312 may be excluded or modified only by a written agreement that is
9 executed by the buyer and seller prior to sale and clearly states any deficiency
10 or limitation on the seller's title, as well as any security interest, lien, or
11 encumbrance on the mobile home that excludes or modifies the warranty of
12 title; and

13 (B) the implied warranty of merchantability under 9A V.S.A. § 2-314
14 and the implied warranty of fitness for a particular purpose under 9A V.S.A.
15 § 2-315 may not be waived if the seller has notice, as that term is defined in
16 9A V.S.A. § 1-202, that the mobile home will be used by the buyer as his or
17 her primary residence.

18 (3) In addition to any additional penalties or remedies available at law or
19 at equity, the sale of a mobile home in violation of subdivision (2)(A) or (B) of
20 this subsection shall be unenforceable against the buyer.

1 ~~Sec. 2. 32 V.S.A. § 5079 is amended to read:~~

2 § 5079. SALE OR TRANSFER OF MOBILE HOMES; COLLECTION OF
3 TAXES

4 (a) ~~Within 10 days of acquiring ownership by sale, trade, transfer, or other~~
5 ~~means, an owner of a mobile home as defined in 9 V.S.A. § 2601 or 10 V.S.A.~~
6 ~~§ 6201 shall file with the clerk of the municipality in which the mobile home is~~
7 ~~located a mobile home uniform bill of sale, containing the make, model, serial~~
8 ~~number, size, year manufactured, and location of the mobile home. It shall give~~
9 ~~the name and address of the owner of the property, and whether the property is~~
10 ~~subject to a security interest, and shall be substantially in the form prescribed~~
11 ~~in 9 V.S.A. § 2602(c). This subsection shall not apply to mobile homes held~~
12 ~~solely for sale by a manufacturer, distributor, or dealer that are stored or~~
13 ~~displayed on a sales lot and are not connected to utilities. A transfer of~~
14 ~~ownership of a mobile home shall be made pursuant to the requirements set~~
15 ~~forth in chapter 72 of Title 9.~~

16 (b) ~~An owner of a mobile home, except those held for sale by a~~
17 ~~manufacturer, distributor or dealer that are stored or displayed on a sales lot~~
18 ~~and are not connected to utilities, may not sell, trade, transfer, or move the~~
19 ~~home without a mobile home uniform bill of sale endorsed by the clerk of the~~
20 ~~municipality in which it is located. In the case of removal of a mobile home~~
21 ~~from the municipality, or of a sale, trade, or transfer that will result in the~~

1 ~~removal of the mobile home from the municipality, the clerk shall not endorse~~
2 ~~the mobile home uniform bill of sale unless all property taxes assessed with~~
3 ~~regard to the mobile home, but not the mobile home site, have been paid. The~~
4 ~~owner of the mobile home shall file a copy of the endorsed mobile home bill of~~
5 ~~sale with the clerk of the new municipality within 10 days of the date on which~~
6 ~~the mobile home is moved into the new municipality. Where ownership of an~~
7 ~~abandoned mobile home is transferred pursuant to a court order issued~~
8 ~~pursuant to 10 V.S.A. § 6249, the order shall not constitute a release of the~~
9 ~~mobile home from any lien for penalties, interest and taxes due the town to the~~
10 ~~date of the bill of sale, prorated as of that date. Where ownership of an~~
11 ~~abandoned mobile home is transferred pursuant to 10 V.S.A. § 6249 to an~~
12 ~~owner who certifies to the court that the mobile home will be disposed of, the~~
13 ~~order shall not constitute a release of the mobile home from any lien for taxes~~
14 ~~due the town and an authorization to remove the mobile home from the town~~
15 ~~for the purpose of disposal.~~

16 (c) Any person, including the owner of a mobile home or agent, who
17 removes a mobile home from the town in which it was listed without having in
18 his or her possession a mobile home uniform bill of sale endorsed by the clerk
19 of the municipality where the mobile home was located as required by
20 subsection (b) of this section shall be fined not more than \$300.00.

1 ~~(d) A mobile home removed from a town without a mobile home uniform~~
2 ~~bill of sale endorsed by the clerk of the municipality where the mobile home~~
3 ~~was located as required by subsection (b) of this section 9 V.S.A. § 2602 may~~
4 ~~be taken into possession by any sheriff, deputy sheriff, constable, or police~~
5 ~~officer, or by the treasurer or tax collector of the town in which the mobile~~
6 ~~home was last listed if known, or by the commissioner of taxes if that town is~~
7 ~~unknown. A mobile home taken into possession under this section by an~~
8 ~~officer other than the collector of taxes shall be delivered promptly to the~~
9 ~~collector of taxes of the town in which the mobile home was last listed. In~~
10 ~~taking possession, the authorized officer may proceed without judicial process~~
11 ~~only in the event that the taking of possession can be done without breach of~~
12 ~~the peace. Proceedings for collection of the taxes assessed against and due~~
13 ~~with respect to the mobile home shall then be conducted in accordance with~~
14 ~~subchapter 9 of chapter 133 of this title.~~

15 (e) Taxes assessed against a mobile home shall be considered due for
16 purposes of this section as of the date of removal of the mobile home from the
17 town in which the mobile home was last listed, and the owner shall be liable
18 for fees provided for in section 1674 of this title from the date of removal.

19 (f) The treasurer or tax collector of any town from which a mobile home is
20 removed, without an endorsed mobile home uniform bill of sale as required by
21 ~~subsection (b) of this section 9 V.S.A. § 2602(b) may notify the director of the~~

1 ~~division of property valuation and review of the removal giving a description~~
2 ~~of the mobile home by serial or other number if known. If the director is~~
3 ~~notified of the seizure of a mobile home as provided in subsection (d) of this~~
4 ~~section, he or she shall immediately notify the treasurer or tax collector of the~~
5 ~~town, if known, in which the mobile home was last listed on the grand list.~~

6 (g) Taxes lawfully assessed upon a mobile home shall attach as a lien on
7 the mobile home as provided in section 5061 of this title.

8 Sec. 3. 10 V.S.A. § 6204(d) is amended to read:

9 (d) A mobile home occupied on the basis of a lease-purchase or ~~“rent to~~
10 ~~own”~~ rent-to-own contract shall be subject to the provisions of 9 V.S.A.
11 ~~chapter 59 § 2602(e).~~

12 Sec. 4. AVAILABILITY OF MOBILE HOME UNIFORM BILL OF SALE

13 The department of housing and community affairs shall make publicly
14 available on its website a mobile home uniform bill of sale in a format
15 substantially similar to the form set forth in 9 V.S.A. § 2602(c).

16 Sec. 5. EFFECTIVE DATE

17 This act shall take effect upon passage.

Sec. 1. 9 V.S.A. § 2602 is amended to read:

§ 2602. SALE OR TRANSFER; PRICE DISCLOSURE; UNIFORM MOBILE HOME UNIFORM BILL OF SALE

** * **

(b) ~~No mobile home may be sold unless a mobile home uniform bill of sale as described in subsection (c) is completed and furnished by the seller to the buyer. The mobile home uniform bill of sale must be filed with the town clerk~~

~~of the town in which the mobile home is to be located. Prior to resale, a mobile home uniform bill of sale must be endorsed by the town clerk of the town in which the mobile home is located and a copy sent to the town clerk where the mobile home will be located.~~ Sale or transfer of all mobile homes.

(1) Prior to the sale or transfer of ownership of a mobile home, the seller or transferor shall provide a copy of a completed, unexecuted, mobile home bill of sale:

(A) to the town clerk in which the mobile home is located for his or her endorsement; and

(B) in the case of a mobile home being sold or transferred separately from the real property on which it is located, to the record owner of the real property on which the mobile home is located by certified mail, return receipt requested, at least 21 days prior to the transfer or sale.

(2) A clerk shall not endorse a mobile home uniform bill of sale unless:

(A) all property taxes due and payable on the mobile home, but not the real property on which the mobile home is located if separately owned, have been paid in full as of the most recent assessment, or if the town collects taxes in installments pursuant to 32 V.S.A. § 4872, as of the most recent installment; or

(B) in the case of removal of a mobile home from the municipality, or of a sale, trade, or transfer that will result in the removal of the mobile home from the municipality, all property taxes assessed with regard to the mobile home, but not the mobile home site, have been paid.

(3) The seller or transferor shall execute and provide the endorsed bill of sale to the buyer or transferee at the time of sale or transfer.

(4) The buyer or transferee shall execute and then file the executed bill of sale with the clerk of the town in which the mobile home will be located within 10 days of executing the bill of sale. A clerk shall not accept a mobile home uniform bill of sale for filing that is not completed, executed, and endorsed as required by this subsection. Upon filing, the clerk shall note the transfer on the mobile home uniform bill of sale whereby the seller acquired ownership of the mobile home, if available.

(5) If the mobile home will be relocated to real property that is not owned by the buyer or transferee, the buyer or transferee shall provide a copy of the mobile home uniform bill of sale to the record owner of the real property on which the mobile home will be located at least 21 days prior to the sale or transfer of the mobile home.

(6) Within 14 days of the filing of the bill of sale, the town clerk shall mail a copy of the bill of sale to each buyer, seller, and owner of real property for whom a mailing address is provided in the bill of sale pursuant to subdivision (c)(1) of this section.

(7) The requirements of this subsection shall apply to a mobile home that is physically relocated by its owner to another town.

(8) This subsection shall not apply to:

(A) the valid transfer of a mobile home by deed when financed as residential real estate pursuant to this chapter;

(B) the valid transfer of a mobile home by a mobile home uniform bill of sale issued by the court pursuant to the abandonment process set forth in 10 V.S.A. § 6249;

(C) the physical relocation of a mobile home that is held as inventory by a manufacturer, distributor, or dealer, is stored or displayed on a sales lot, and is not connected to utilities.

~~(c) No mobile home shall be moved over the highways of this state unless the operator of the vehicle hauling such mobile home has in his or her possession a copy of the mobile home uniform bill of sale endorsed pursuant to 32 V.S.A. § 5079 by the town clerk of the town in which the mobile home was last listed and by the clerk of the town in which the mobile home was last located. The mobile home uniform bill of sale shall contain the make, model, serial, size, year manufactured and location of each mobile home. It shall give the name and address of the owner of the property and whether the property is subject to a security interest and shall be substantially in the following form:~~

~~VERMONT MOBILE HOME UNIFORM BILL OF SALE KNOW ALL PEOPLE BY THESE PRESENTS THAT
Seller(s), of County of
..... and State of, in
consideration of Dollars (\$) paid by
....., Buyer(s), of
County of and State of
the receipt and sufficiency whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto said Buyer(s) the following goods and chattels, namely:~~

~~Mobile Home Make: Model: Year:
..... Serial Number: Size:
Color: presently located at in the Town
of~~

~~Mobile Home will remain at above location.~~

~~[] Mobile Home will be located at in Town of~~

~~TO HAVE AND TO HOLD all and singular the goods and chattels to the said Buyer(s) and Buyer(s) executors, administrators, and assigns, to Buyer(s) own use and behoof forever. And the Seller(s) hereby covenant(s) with the said Buyer(s) that Seller(s) is/are the lawful owner(s) of said goods and chattels, that they are free from all encumbrances, that Seller(s) has/have good right to sell the same as aforesaid, and that Seller(s) will warrant and defend the same against the lawful claims and demands of all persons.~~

~~IN WITNESS WHEREOF, the Seller(s) hereto set(s) his/her/their hand(s), this day of A.D. 20~~

~~.....
Witness Seller~~

~~.....
Witness Seller~~

~~NOTICE: Title 32 V.S.A. § 5079 requires that this Mobile Home Uniform Bill of Sale be signed by Sellers, Town Clerk of the Town where the Mobile Home is located prior to sale, and filed by Buyer with the Town Clerk of the Town where the Mobile Home will be located after the sale.~~

~~SECURITY INTEREST~~

~~This property is subject to the following security interest or interests of record:~~

~~Secured Party Date Discharged Town Record Number~~

~~TO BE COMPLETED BY TOWN CLERK WHERE MOBILE HOME IS PRESENTLY LOCATED.~~

~~I hereby acknowledge that:~~

~~1. Notation of above transfer has been made on the margin of the retained copy of the Mobile Home Uniform Bill of Sale whereby Seller(s) herein acquired title.~~

~~2. Copy of this bill of sale has been forwarded to Town Clerk of Town where above Mobile Home will be located.~~

~~3. Notation of security interest has been made.~~

~~DATED: ATTEST: TOWN CLERK~~

~~(c) Mobile home uniform bill of sale.~~

(1) A mobile home uniform bill of sale shall contain the following information regarding each mobile home being transferred:

(A) the name and address of each seller or transferor;

(B) the name and address of each buyer or transferee, and if more than one buyer or transferee, the estate under which the buyers or transferees will hold title to the mobile home;

(C) the make, model, serial number, size, and year manufactured;

(D) the current address or location of the mobile home;

(E) whether the mobile home will be moved following the sale or transfer, and if so, the future address of the mobile home;

(F) the name and address of the owner of the real property on which the mobile home is located;

(G) the name and address of the owner of the real property on which the mobile home will be located following the sale or transfer;

(H) the sale constitutes a "retail installment transaction" as defined in 9 V.S.A. § 2351(4) and is subject to 9 V.S.A. Chapter 59 (motor vehicle and mobile home retail installment sales financing);

(I) an itemized list of the mobile home's deficiencies known to the seller at the time of the sale, if the mobile home is sold "as is"; and

(J) an itemized list of known liens on the mobile home.

(2) A mobile home uniform bill of sale shall be substantially in the following form:

VERMONT MOBILE HOME UNIFORM BILL OF SALE

NOTICE

Vermont statute requires that this Mobile Home Uniform Bill of Sale be signed by each Buyer and Seller, endorsed by the Town Clerk of the Town where the Mobile Home is located at the time of sale, and filed by Buyer with the Town Clerk of the Town where the Mobile Home will be located after the sale. A financing statement evidencing a security interest in the Mobile Home must be filed with the Secretary of State.

Seller or Transferor ("Seller"):

Name:.....

Street:.....

Town/State/ZIP:.....

County:.....

Mailing Address (if different):

Street:.....

Town/State/ZIP:.....

Buyer or Transferee ("Buyer"):

Name:.....

Street:.....

Town/State/ZIP:.....

County:.....

Mailing Address (if different):

Street:.....

Town/State/ZIP:.....

If more than one Buyer, Buyers take title as:

Joint tenants (co-owners with right of survivorship).

Tenants by the entirety (joint tenancy of persons who are married).

Tenants in common (individual interests without right of survivorship).

.....

Mobile Home Being Sold or Transferred ("Mobile Home")

Specifications:

Make:

Model:.....

Year:.....

Serial Number:

Size:.....

Color:.....

Current Location:

Street:.....

Town/State/ZIP:.....

County:.....

Owner of Real Property on which Mobile Home is Located:

Name:.....

Street:.....

Town/State/ZIP:.....

Mailing Address (if different):

Street:.....

Town/State/ZIP:.....

Location of Mobile Home Following Sale

[] Mobile Home will remain at current location.

[] Mobile Home will be relocated to the following address:

Street:.....

Town/State/ZIP:.....

County:.....

Owner of Real Property on which Mobile Home will be Located:

Name:.....

Street:.....

Town/State/ZIP:.....

Mailing Address (if different):

Street:.....

Town/State/ZIP:.....

Retail Installment Transaction

This sale constitutes a "retail installment transaction" as defined in 9 V.S.A. § 2351(4) and is subject to 9 V.S.A. Chapter 59 (motor vehicle and mobile home retail installment sales financing).

KNOWN DEFICIENCIES IN "AS IS" SALES

In the case of an "as is" sale, the Seller is aware of the following deficiencies and defects of the Mobile Home:

.....
.....
.....

KNOWN LIENS

The Seller is aware of the following liens on the Mobile Home:

.....
.....
.....
For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller hereby transfers to the Buyer the Mobile Home identified in this Bill of Sale, and Seller covenants with Buyer that Seller is the lawful owner of the Mobile Home, that it is free from all encumbrances, that Seller has good right to sell the Mobile Home, and that Seller will warrant and defend the same against the lawful claims and demands of all persons.

Seller Signature.....Date.....

Witness Signature.....Date.....

Buyer Signature.....Date.....

Witness Signature.....Date.....

TOWN CLERK ENDORSEMENT

TO BE COMPLETED BY TOWN CLERK WHERE MOBILE HOME IS CURRENTLY LOCATED PRIOR TO EXECUTION BY THE BUYER AND SELLER.

I hereby acknowledge that:

[] all property taxes due and payable on the mobile home, but not the real property on which the mobile home is located if separately owned, have been paid in full as of the most recent assessment, or if the town collects taxes in installments pursuant to 32 V.S.A. § 4872, as of the most recent installment; or

[] in the case of removal of a mobile home from the municipality, or of a sale, trade, or transfer that will result in the removal of the mobile home from the municipality, all property taxes assessed with regard to the mobile home, but not the mobile home site, have been paid.

Town Clerk Signature:.....Date:.....

(d) Relocation of mobile home.

Unless excluded under subdivision (b)(8) of this section, a mobile home shall not be moved over the highways of this state unless the operator of the vehicle hauling the mobile home has in his or her possession a copy of the mobile home uniform bill of sale endorsed pursuant to subsection (b) of this section. In addition to any penalty or remedy imposed under section 2607 of this title, a violation of this subsection shall be subject to the collection and enforcement provisions set forth in 32 V.S.A. § 5079.

(e) Mobile home rent to own agreements.

(1) Definition of rent to own agreements for mobile homes.

For purposes of this subsection, “an agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis” means any agreement, other than an agreement to purchase a mobile home, that will be financed as residential real estate, under which:

(A) a buyer or lessee, however named, agrees to pay consideration in one or more installments to the owner of a mobile home, or to a third party designated by the owner of the mobile home to receive payment on behalf of the owner, for the right to use or occupy the mobile home; and

(B) upon full compliance with the terms of the agreement, the buyer or lessee, however named, is bound to become, or for no further or a merely nominal additional consideration, has the option of becoming, the owner of the mobile home.

(2) Requirements to consummate sale under rent to own agreements. An agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis shall not transfer ownership of the mobile home, or the rights, duties, and liabilities arising from ownership of the mobile home, unless and until:

(A) the buyer and seller execute a written retail installment contract complying with the requirements set forth in chapter 59 of this title; and

(B) a mobile home uniform bill of sale transferring the mobile home from the seller to the buyer is completed, endorsed, executed, and filed pursuant to subsection (b) of this section.

(3) Compliance; sale. Notwithstanding any provision of 9A V.S.A. Article 2 (uniform commercial code; sale of goods) to the contrary, an agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis that meets the requirements of subdivision (2) of this subsection shall constitute a “retail installment transaction” as defined in subdivision 2351(4) of this title, is subject to 9 V.S.A. Chapter 59, and shall not be subject to chapter 137 of this title relating to residential rental agreements.

(4) Failure to comply; lease. Notwithstanding any provision of 9A V.S.A. Article 2A (uniform commercial code; leases) to the contrary, an agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis that does not meet the requirements of subdivision (2) of this subsection shall constitute a residential rental agreement as defined in subdivision 4451(8) of this title, and shall be governed by chapter 137 of this title relating to residential rental agreements.

(f) Sale of mobile homes in non-rent to own transactions. Except for a mobile home that is financed or conveyed as real property:

(1) The sale of a mobile home under subsection (b) of this section, is a sale of goods under 9A V.S.A. Article 2 (uniform commercial code; sale of goods), except to the extent of a direct conflict with this section.

(2) The sale of a mobile home under this section is subject to the provisions governing express and implied warranties on the sale of goods set forth in 9A V.S.A. Article 2, Part 3, with the following modifications:

(A) the warranty of title in a contract of sale under 9A V.S.A. § 2-312 may be excluded or modified only by a written agreement that is executed by the buyer and seller prior to sale and clearly states any deficiency or limitation on the seller's title, as well as any security interest, lien, or encumbrance on the mobile home that excludes or modifies the warranty of title;

(B) in the case of a new mobile home, the implied warranty of merchantability under 9A V.S.A. § 2-314 and the implied warranty of fitness for a particular purpose under 9A V.S.A. § 2-315 may not be waived if the seller has notice that the mobile home will be used by the buyer as his or her primary residence; and

(C) in the case of a used mobile home, the implied warranty of merchantability under 9A V.S.A. § 2-314 and the implied warranty of fitness for a particular purpose under 9A V.S.A. § 2-315 may be waived only if the seller notifies the buyer in writing that the mobile home is being offered for sale "as is."

Sec. 2. 32 V.S.A. § 5079 is amended to read:

§ 5079. SALE OR TRANSFER OF MOBILE HOMES; COLLECTION OF TAXES

~~(a) Within 10 days of acquiring ownership by sale, trade, transfer, or other means, an owner of a mobile home as defined in 9 V.S.A. § 2601 or 10 V.S.A. § 6201 shall file with the clerk of the municipality in which the mobile home is located a mobile home uniform bill of sale, containing the make, model, serial number, size, year manufactured, and location of the mobile home. It shall give the name and address of the owner of the property, and whether the property is subject to a security interest, and shall be substantially in the form prescribed in 9 V.S.A. § 2602(e). This subsection shall not apply to mobile homes held solely for sale by a manufacturer, distributor, or dealer that are stored or displayed on a sales lot and are not connected to utilities. A transfer of ownership of a mobile home shall be made pursuant to the requirements set forth in chapter 72 of Title 9.~~

(b) Repealed.

(c) Repealed.

(d) ~~A mobile home removed from a town without a mobile home uniform bill of sale endorsed by the clerk of the municipality where the mobile home was located as required by subsection (b) of this section 9 V.S.A. § 2602 may be taken into possession by any sheriff, deputy sheriff, constable, or police officer, or by the treasurer or tax collector of the town in which the mobile home was last listed if known, or by the commissioner of taxes if that town is unknown. A mobile home taken into possession under this section by an officer other than the collector of taxes shall be delivered promptly to the collector of taxes of the town in which the mobile home was last listed in the constructive custody of the official, who shall control the use and movement of the mobile home. In taking possession, the authorized officer may proceed without judicial process only in the event that the taking of possession can be done without breach of the peace. Proceedings for collection of the taxes assessed against and due with respect to the mobile home shall then be conducted in accordance with subchapter 9 of chapter 133 of this title.~~

(e) Taxes assessed against a mobile home shall be considered due for purposes of this section as of the date of removal of the mobile home from the town in which the mobile home was last listed, and the owner shall be liable for fees provided for in section 1674 of this title from the date of removal.

(f) ~~The treasurer or tax collector of any town from which a mobile home is removed, without an endorsed mobile home uniform bill of sale as required by subsection (b) of this section 9 V.S.A. § 2602(b) may notify the director of the division of property valuation and review of the removal giving a description of the mobile home by serial or other number if known. If the director is notified of the seizure of a mobile home as provided in subsection (d) of this section, he or she shall immediately notify the treasurer or tax collector of the town, if known, in which the mobile home was last listed on the grand list.~~

(g) Taxes lawfully assessed upon a mobile home shall attach as a lien on the mobile home as provided in section 5061 of this title.

Sec. 3. 10 V.S.A. § 6204(d) is amended to read:

(d) A mobile home occupied on the basis of a lease-purchase or ~~“rent-to-own”~~ rent-to-own contract, however named, shall be subject to the provisions of 9 V.S.A. ~~chapter 59~~ § 2602(e).

Sec. 4. AVAILABILITY OF MOBILE HOME UNIFORM BILL OF SALE

The agency of commerce and community development shall make publicly available on its website:

(1) a mobile home uniform bill of sale in a format substantially similar to the form set forth in 9 V.S.A. § 2602(c); and

(2) a copy of this act.

Sec. 5. EFFECTIVE DATE

This act shall take effect on September 1, 2010.