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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       ~~(e) 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) hereto 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        Color:.....

2        Current Location:

3        Street:.....

4        Town/State/ZIP:.....

5        County:.....

6        Owner of Real Property on which Mobile Home is Located:

7        Name:.....

8        Street:.....

9        Town/State/ZIP:.....

10       Mailing Address (if different):

11       Street:.....

12       Town/State/ZIP:.....

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

15                                Location of Mobile Home Following Sale

16        Mobile Home will remain at current location.

17        Mobile Home will be relocated to the following address:

18       Street:.....

19       Town/State/ZIP:.....

20       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.....



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(c).

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.