

Warranty for New Manufactured Home

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

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This information is being collected to permit more efficient risk management of the Title I loan portfolio as well as facilitate claims processing for loan defaults. The information provides a more comprehensive basis for evaluating Title I lender underwriting practices and thereby improving risk management of the loan portfolio and also enhances management's ability to determine appropriate policy changes affecting the Title I portfolio as a whole. Responses are required in order to obtain benefits. No assurance of confidentiality is provided.

Name & Address of Manufacturer		Names of Borrowers	
Model Name & Number	Model Year	Name & Address of Dealer	
Manufacturer's Serial Number			
Length	Width	Color	Date of Delivery to Borrower

To induce the Secretary of Housing and Urban Development to insure a loan under Title I of the National Housing Act for the purchase of the new manufactured home identified above, and to induce the borrowers to purchase said manufactured home, the manufacturer of said home does hereby warrant to the borrowers, and to their heirs and assigns, that:

1. The manufactured home identified above has been constructed in compliance with the manufactured home standards prescribed by the Secretary in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et. seq., as evidenced by a label or tag affixed to the manufactured home, and is free from defects in materials and workmanship.
2. The manufacturer will take appropriate action to correct any nonconformity with the Federal manufactured home standards or any defects in materials or workmanship that become evident within one year after the date of delivery of the manufactured home, provided that the borrowers or their heirs or assigns give written notice to the manufacturer not later than one year and ten days after the date of delivery of the home. However, the manufacturer shall not be obligated to correct defects or conditions that occur as a result of abnormal use or the lack of proper maintenance of the manufactured home.
3. This warranty shall be in addition to, and not in derogation of, all other rights and privileges that the borrowers may have under any other law or instrument during the one-year warranty period and thereafter.
4. The borrowers shall not be required to execute a waiver of any warranty rights under the laws of the State where the manufactured home is situated.
5. This warranty is provided by the manufacturer at no cost to the borrowers.
6. The effective date of this warranty is the date of delivery of the manufactured home to the borrowers, regardless of when the warranty is executed by the manufacturer or furnished to the borrowers.

In testimony whereof, the manufacturer has signed and sealed this warranty this _____ day of _____, 20____.

By _____

Title _____

Notice to Borrowers: To exercise your rights under this warranty, you must notify the manufacturer of any nonconformity with the Federal manufactured home standards or any defects in materials or workmanship that become evident within one year after the date of delivery of the home. This notice must be in writing and must be provided to the manufacturer at the address indicated above not later than one year and ten days after the date of delivery of the home. This warranty gives you specific legal rights. You may also have other rights that vary from State to State.

Receipt of this warranty is acknowledged by the borrowers this _____ day of _____, 20____.

1st Borrower's Signature

X

2nd Borrower's Signature

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)