

**MANUFACTURED HOME AND MOBILEHOME:
TRANSFER DISCLOSURE STATEMENT**

THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT

_____ IN THE CITY OF _____
COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS

YEAR MAKE SERIAL #(s) HCD DECAL # or Equivalent

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (b) OF SECTION 1102 OF THE CIVIL CODE AND SECTIONS 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF _____
DATE

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREAFTER, THE SELLER), OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH SECTION 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH SECTION 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

**I.
COORDINATION WITH OTHER DISCLOSURE & INFORMATION**

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, Section 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or a local enforcement agency). Substituted Disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

- Home inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: _____

**II.
SELLER'S INFORMATION**

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether, and on what terms, to purchase the subject Home. Seller hereby authorizes any agent(s), as defined in Section 18046 of the Health and Safety Code, representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Home.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN SECTION 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller ____ is ____ is not occupying the Home.

A. The subject Home includes the items checked below which are being sold with the Home (read across)*:

- | | | |
|--|---|---|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Burglar Alarm | <input type="checkbox"/> Carbon Monoxide Devices | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Wall/Window Air Cndtng |
| <input type="checkbox"/> Evaporative Cooler(s) | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Porch Decking | <input type="checkbox"/> Porch Awning | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Private Spa | <input type="checkbox"/> Spa Locking Safety Cover |
| <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Hot Tub Locking Cover | <input type="checkbox"/> Gas/Spa Heater |
| <input type="checkbox"/> Solar/Spa Heater | <input type="checkbox"/> Gas Water Heater | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Electric Water Heater | | <input type="checkbox"/> Bottled Propane |
| <input type="checkbox"/> Carport Awning | | |
| <input type="checkbox"/> Automatic Garage Door Opnrs | <input type="checkbox"/> Attached Garage | <input type="checkbox"/> Detached Garage |
| <input type="checkbox"/> Window Secure Bars | <input type="checkbox"/> Bedroom Window Quick Release Mechanism | <input type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Earthquake Bracing System | <input type="checkbox"/> Washer/Dryer Hookups | |

Exhaust Fan(s) in _____ 220 Volt Wiring in _____
 Fireplaces(s) in _____ Gas Starter(s) _____
 Roof(s) and type(s) _____ Roof age (Approximate) _____
 Other _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the home. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? _____ Yes _____ No. If yes, then describe. (Attach additional sheets if necessary):

B. Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?

- Yes No. If yes, check appropriate space(s) below:
 Interior Walls, Ceilings, Floors, Exterior Walls, Insulation,
 Roof(s), Windows, Doors, Home Electrical Systems, Plumbing
 Porch or Deck, Porch Steps & Railings, Other Steps & Railings,
 Porch Awning, Carport Awning, Other Awnings, Skirting,
 Home Foundation or Support System, Other Structural Components (Describe:)

 _____)

If any of the above is checked, explain. (Attach additional sheets if necessary): _____

C. Are you (the Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, or chemical storage tanks on the subject home interior or exterior. Yes No
2. Room additions, structural modifications, or other alterations or repairs made without necessary

- permits. ____ Yes ____ No
3. Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes. ____ Yes ____ No
 4. Any settling from slippage, sliding or problems with leveling of the home or the foundation or support system. ____ Yes ____ No
 5. Drainage or grading problems with the home, space or lot. ____ Yes ____ No
 6. Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides. ____ Yes ____ No
 7. Any notices of abatement or citations against the home or accessory structures being sold with the home. ____ Yes ____ No
 8. Any lawsuits by or against the seller threatening to or affecting the home or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home. ____ Yes ____ No
 9. Neighborhood noise problems or other nuisances. ____ Yes ____ No
 10. Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space. ____ Yes ____ No
- If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____
- _____
- _____

- D. 1. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal’s regulations and applicable local standards.
2. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller’s knowledge as of the date signed by the Seller.

Seller _____ Date _____

Seller _____ Date _____

III.

AGENT’S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by and Agent in this transaction)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent
Representing Seller _____ By _____ Date _____

(Please Print) (Signature)

IV.

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Agent who has obtained the offer is other than the Agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME, STATES THE FOLLOWING:

Agent notes no items for disclosure.

Agent notes the following items:

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

V.

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE HOME AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THE BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent
Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

VI.

SECTION 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER DELIVERY OF THIS DISCLOSURE, IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

(Amended by Stats. 2012, Chap. 181 (SB 806, Torres), eff. 1/1/2014)