

**HOUSE BILL NO. 8**

IN THE LEGISLATURE OF THE STATE OF ALASKA

NINETEENTH LEGISLATURE - FIRST SESSION

BY REPRESENTATIVE BRICE

Introduced: 1/16/95

Referred: State Affairs, Labor and Commerce, Judiciary, Finance

**A BILL**

**FOR AN ACT ENTITLED**

1 "An Act amending laws relating to sales of new mobile homes and to new  
2 mobile home warranties to require that new mobile homes incorporate sprinkler  
3 systems for fire suppression."

4 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

5 \* **Section 1.** AS 45.30.011(a) is amended to read:

6 (a) After August 27, 1980, a new mobile home sold by a mobile home dealer  
7 to a buyer is subject to a mobile home warranty. A mobile home warranty shall be  
8 set out in a separate written document entitled "Mobile Home Warranty," which shall  
9 be delivered to the buyer by the mobile home dealer at the time a contract of sale is  
10 signed. The warranty **must** [SHALL] contain the name, address, and telephone  
11 number of the mobile home manufacturer and the mobile home dealer and **must**  
12 [SHALL] include at least the following provisions:

13 (1) the mobile home is free from any substantial defects in materials  
14 and workmanship;

1 (2) the manufacturer or dealer, or both, shall take appropriate action at  
2 the site of the mobile home to correct substantial defects in materials or workmanship  
3 **that** [WHICH] become evident within one year of the date of delivery of the mobile  
4 home to the buyer if the buyer, or a transferee of the buyer, gives written notice of the  
5 defect by registered or certified mail addressed to the business address of the  
6 manufacturer or dealer on a date **that** [WHICH] is not more than one year and **10**  
7 [TEN] days after date of delivery of the mobile home;

8 (3) the manufacturer and the dealer are jointly and severally liable to  
9 the buyer, or a transferee of the buyer, for the fulfillment of the terms of warranty, and  
10 the buyer may notify the manufacturer or the dealer, or both, in the event action is  
11 required to correct substantial defects in materials or workmanship;

12 (4) the warranty is applicable

13 (A) to the mobile home structure;

14 (B) to [,] its plumbing, heating, and electrical systems;

15 (C) to [, AND] all appliances and equipment installed or  
16 included in the mobile home unit by the manufacturer or dealer; **and**

17 (D) **in a mobile home that is first sold by a mobile home**  
18 **dealer to a buyer after the effective date of this Act, to the sprinkler**  
19 **system required by AS 45.30.080 to be installed in the mobile home;** and

20 (5) notwithstanding separate warranties applicable to appliances  
21 contained within a mobile home unit issued by the manufacturers of the appliances,  
22 primary responsibility for appropriate corrective action under the warranty rests with  
23 the manufacturer and the dealer of the mobile home unit, and written notice of defects  
24 must be initially reported to them.

25 \* **Sec. 2.** AS 45.30 is amended by adding a new section to read:

26 Sec. 45.30.080. FIRE SUPPRESSION SYSTEMS IN NEW MOBILE HOMES.

27 After the effective date of this Act, a new mobile home sold by a mobile home dealer  
28 to a buyer must incorporate or contain, for purposes of fire suppression, an automatic  
29 sprinkler system containing water or other wet chemical agents.