

ARBITRATION AGREEMENT AND MANUFACTURER'S LIMITED WARRANTY



PRIDE OF
OWNERSHIP



PEACE OF
MIND



Keep this booklet with your manufactured home. Title VI of the Housing and Community Development Act of 1974 provides you with protection against certain construction and safety hazards in your manufactured home. To help assure your protection, the manufacturer of your manufactured home needs the information which these cards, when completed and mailed, will supply. If you bought your home from a dealer, please be sure that your dealer has completed and mailed a card for you. If you acquired your home from someone who is not a dealer, you should promptly fill out and send a card to the manufacturer. It is important that you keep this booklet and give it to any person who buys the manufactured home from you.

ARBITRATION AGREEMENT & MANUFACTURER'S LIMITED WARRANTY

ARBITRATION AGREEMENT: It is agreed that any controversy, claim or dispute between or among the manufacturer, homeowner, independent dealer, finance company or any other person or entity arising from or relating to the subject Manufactured Home covered by this single limited warranty, its sale, transportation, setup, repair, installation, use, design, manufacture, financing, insurance, any other condition, the manufacturer's limited warranty, any contract or any alleged promise, representation, agreement or instrument relating to or delivered in connection with the subject Manufactured Home, or any alleged breach thereof, and any claim based on or arising from an alleged tort or claim of any kind whatsoever, including any claim relating to the validity of this arbitration provision related to the subject Manufactured Home (collectively "Claim(s)"), and if the Claim(s) cannot be resolved through direct discussions or negotiations, – and **UNLESS THE PARTIES OTHERWISE AGREE ON A DIFFERENT MEDIATION OR ARBITRATION PROCESS** – then the Claim(s) involving only a single claimant, or claimants who are related or asserting claims arising from a single transaction shall first be mediated as administered by the American Arbitration Association (the "AAA") under its Home Construction Arbitration Rules and Mediation Procedures before resorting to binding arbitration. Thereafter, any unresolved claims shall be settled by binding arbitration administered by the AAA in accordance with its Home Construction Arbitration Rules and Mediation Procedures or such other rules as may be applicable, and any judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. The arbitration of claims involving only a single claimant, or claimants who are related or asserting claims arising from a single transaction, cannot be consolidated or joined with other claims or claimants, unless otherwise agreed to in writing by the parties. The parties agree that any class action or purported class action of any Claim(s) cannot and will not be subject to this Arbitration Agreement under any circumstances; instead any purported class action of any Claim(s) may only be filed and pursued in a Court of competent jurisdiction. The parties reserve their rights to resolve the Claim(s) in an applicable small claims court for disputes or Claim(s) within the scope of the small claims court's jurisdiction. The assessment of all fees and expenses of the mediation or arbitration shall be governed by the applicable rules of the AAA, unless otherwise agreed by the parties. Moreover, each party shall bear the expense of its own counsel, experts, witnesses and other costs, including preparation and presentation of proofs, subject to re-apportionment based on applicable laws of the jurisdiction in which the Claim(s) is heard. All mediation or arbitration proceedings shall be conducted in the jurisdiction of the original retail sale of the Home or at any other place selected by agreement of all parties.

IT IS AGREED AND UNDERSTOOD THAT THE PARTIES ARE KNOWINGLY GIVING UP AND WAIVING CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, INCLUDING WAIVING OF A TRIAL BY JURY. This arbitration provision is part of the manufacturer's limited warranty for the Manufactured Home and shall be binding on and inure to the benefit of the parties' respective heirs and assigns.

A copy of the applicable Rules of the AAA is available upon request by contacting the American Arbitration Association at the following address: 335 Madison Avenue, Floor 10, New York, New York 10017-4065, or (800) 778-7879 or www.adr.org.

ARBITRATION AGREEMENT & MANUFACTURER'S LIMITED WARRANTY

Limited Warranty & Arbitration Agreement

The Manufacturer warrants to you, the Homeowner, for a period of one year, that the new manufactured home purchased by you was manufactured free from substantial defects in materials and/or workmanship. The term "substantial defects in materials and/or workmanship" means any factory-introduced failure of the structural, mechanical, electrical, plumbing, or weather-resistance systems of the home to meet the performance or specification requirements of the applicable building standards as specified on the house certification label, but excluding minor problems not caused by the manufacturing process. The warranty only applies if the home is purchased from an authorized retailer, which does not include retailers or persons that acquire the home from sources other than directly from the manufacturer.

This warranty begins on the date on which the retailer installs the home at its original installation site and continues for one year from that date. If the home is not moved from its original installation site, nor used for commercial purposes, then this constitutes the one-year "Warranty Period." The warranty only applies to substantial defects that become evident within the Warranty Period and where written notice is provided to the Manufacturer not later than 10 days following the expiration of the Warranty Period. **The only remedy for substantial defects offered under this warranty is repair or replacement of affected parts after inspection by the Manufacturer or its authorized representative.** If the identical part or component is not available, the Manufacturer will provide a similar part or component of equal or greater value. All parts or components repaired or replaced under the warranty are the exclusive property of the Manufacturer. The Manufacturer will make the final decision whether to repair or replace any part or component or system.

The Manufacturer reserves the right to make changes or improvements at any time in the design or manufacture of its manufactured home or any component thereof without incurring any obligation to others.

THIS WARRANTY DOES NOT COVER:

- problems not caused by defects in workmanship, materials and/or the design of your home;
- problems resulting from failure to comply with instructions in this Guide, including instructions for obtaining warranty service, or instructions in the Installation Manual;
- the home if it is used for anything other than private residential occupancy, including but not limited to commercial use or rental property;
- appliances and accessories installed in the manufactured home, which may be separately warranted by the appliance or accessory manufacturer;
- alterations or modifications provided by retailers, you or third parties, including appliances, accessories or options such as air conditioning installation and service, skirting and other similar items;

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- problems resulting from transportation, improper or inadequate set-up, leveling or re-leveling;
- problems resulting from an inadequate foundation, settling, shifting soil, frost upheaval, drainage or problems that relate to daily changes in temperature and humidity (i.e., the appearance of minor cracks in walls or ceiling texture, wavy exterior siding, minor gaps in trim or trim pulling away from wall or ceiling, or doors or windows becoming out of adjustment – such items are generally the result of normal settling of a home or seasonal changes and not an indication of any type of warranted item and, therefore, considered normal maintenance items);
- problems resulting from damage by you or others, including but not limited to, abuse, misuse, unauthorized repairs, negligence or accidental damage, or from theft, vandalism, natural disasters or Acts of God;
- deterioration or damage from high relative humidity, condensation, ground moisture, the use of moisture producing appliances (e.g., kerosene heaters, humidifiers, etc.) or extended moisture exposure caused by plants, building attachments or accessories, or unmitigated leaks; or the failure to maintain adequate ventilation in and/or underneath the home; or the failure to properly vent the dryer exhaust away from the home; or the failure to provide an adequate vapor barrier; or the failure to provide adequate drainage away from the home;
- deterioration or damage caused by unauthorized repairs or alteration of the home or any component parts or the imposition of loads for which the home was not designed to support or resist, including damage as the result of interior excessive weight of pianos, safes, fish tanks, and exterior attaching additions, decks, porches, carports, etc. to the home;
- deterioration from exposure to animals, rodents, insects or decay;
- normal wear and tear, which includes but is not limited to, visible scratches, tears, cuts and dents, and other similar damage to the roof, exterior siding, bottom board, floor coverings, wall coverings, countertops, ceilings, cabinets, trim, doors, windows, screens and other components occurring during or after delivery and installation;
- water distribution leaks on systems that have water pressure supplies in excess of 80 psi;
- improper or inadequate connection of utility systems to the utility supply services or between sections of multi-sectional units;
- roof leaks caused by ice or debris build-up, ice or debris dams, or water standing on the roof;
- damage or injury caused by improper electrical service grounding or connections;
- bedding, blinds, draperies, furniture, wheels, tires, axles or brakes;
- any undertaking, representation or warranty made by a retailer or other person beyond those expressly set forth in this warranty;

ARBITRATION AGREEMENT & MANUFACTURER'S LIMITED WARRANTY

- loss or damage that the Homeowner has not taken timely action to minimize or damage caused by improper preventive maintenance as specified in this Guide (e.g., caulking and maintenance of roof vents, windows, doors, sinks, tubs, shingles, fasteners, or failure to clean gutters, etc.);
- payments by Homeowner to third parties for work performed on the home unless such work is approved in advance by Manufacturer pursuant to the procedures set forth herein; and
- **INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, YOUR LOSS OF TIME OR INCONVENIENCE, LOSS OF REVENUE, COMMERCIAL LOSS, EXCESSIVE UTILITIES, BEING DISPLACED OR UNABLE TO USE YOUR HOME, MENTAL DISTRESS, TRAVEL, LODGING, OR TELEPHONE CALLS. NEITHER THE MANUFACTURER NOR OTHERS ASSUME ANY RESPONSIBILITY UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY SUCH CLAIMED DAMAGES ARE HEREBY DISCLAIMED.**

DISCLAIMER OF WARRANTIES: THIS WARRANTY IS GIVEN EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE SOLE REMEDIES PROVIDED BY THE MANUFACTURER. ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT IMPLIED BY LAW, ARE LIMITED IN DURATION TO ONE-YEAR FROM THE ORIGINAL PURCHASE DATE BY THE ORIGINAL PURCHASER AND OTHERWISE DISCLAIMED. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

If any part, subpart, clause or sentence of this warranty is determined to be in conflict with any applicable law, rule or regulations, this limited warranty and all other provisions shall be effective to the extent required thereby.

Manufacturer reserves the right to make changes at any time in prices, colors, materials, equipment, specifications and models and also to discontinue models without notice and/or obligations.

**-NOTICE-
TAPE & TEXTURE DRYWALL FINISH IS NOT WARRANTED
BY THE MANUFACTURER**

The manufacturer does not warrant that tape and texture finishes of drywall walls or ceilings will be free from cracks. The manufacturer will not make or pay for repairs to drywall or ceiling cracks, or drywall or ceiling finishing including multi-section close-ups.

DAMAGED ITEMS and NORMAL WEAR AND TEAR

DAMAGED ITEMS and NORMAL WEAR AND TEAR

Damaged items and normal wear and tear are not covered under the limited manufactured home warranty. However, we will repair the minor problems or damage described below provided that the issues are present when the home is delivered from the factory and listed on a dated and written document. We must receive this dated and written document within 30 days of the home installation date at its original setup site.

The following are some examples of damage or normal wear and tear:

- Loose molding, trim, or counter edging; wavy exterior siding.
- Cracks, dents, bows, chips, or scratches in wood, counter top laminate, linoleum, tile, drywall or other interior or exterior finish materials.
- Loose, torn, stained, stretched, or matted (worn from foot traffic) carpet.
- Scratches, chips, discoloration or other visual imperfections of fixtures, appliances, and other hardware.
- Noises including knocking and pinging associated with operation of the centralized Heating and/or Cooling System.
- Torn, damaged, or stained screens, curtains, or shower and bath enclosures
- Dried, cracked, or missing caulk.
- Alignment or adjustment of drawers, cabinet doors, and fixture covers.
- “Roof rumble” or other noises associated with homes equipped with a metal roof.
- Failures caused by lack of maintenance.
- Personal cosmetic preferences that differ from the construction standards of your home.

APPLIANCE AND OTHER PRODUCERS’ WARRANTIES

Warranties issued by other producers of appliances, accessories, heating and air conditioning equipment, and other items installed in the manufactured home, remain in effect. These other producers or their local service agents should be contacted first for warranty repairs and for routine service and maintenance. The appliance warranties are

usually shipped with the appliances. Such appliances are not covered by this warranty.

If you have problems obtaining warranty service on any factory-installed appliance, contact the Service Department of the Manufacturing Plant that built your home. They will assist you in obtaining warranty service from the appliance or accessory manufacturer.

RESPONSIBILITIES

HOMEOWNER'S RESPONSIBILITIES

As the homeowner, you are responsible for all regular cleaning and maintenance, some of which is described or referenced in this Guide. A list of maintenance items is included in Home Owner's Guide. In an emergency where the problem may be covered by the warranty and, if not corrected promptly, could cause damage to the home, its component parts or contents, the

Homeowner should immediately contact the Retailer that sold the home or contact the Manufacturer in writing to request service, or to request authorization to hire an independent contractor to correct the problem. The Homeowner also is obligated to limit or mitigate the damage that such an emergency may cause to the home, its component parts or contents.

RETAILER'S RESPONSIBILITIES

The Retailer who sold you your home is an independent business and is not an agent or representative of the Manufacturer. The Retailer's obligations depend in part on any agreements made with you pertaining to the purchase of your home which may include, delivery, grading, installation, air-conditioning, skirting, etc.

Additionally, the retailer is responsible for the following:

Pre-Delivery Inspection - The Retailer should thoroughly inspect your home upon receiving it.

Retailer Responsible Service – For any service work related to items for which your retailer or installer is responsible, your retailer will be responsible for providing service or repair.

Minor Adjustments/Repairs - As needed.

TRANSPORTER'S RESPONSIBILITIES

Transporters are responsible for delivering the home in essentially the same condition in which they received it. Make sure that any transporters with whom you contract

accept that responsibility. Always use a licensed and experienced contractor to move your home.

SET-UP CREW'S RESPONSIBILITIES

Setup and installation should only be done by qualified, experienced and/or licensed personnel who warrant installation of the home and are capable of installing the home safely and competently as described in the Installation Manual. Our limited warranty does not cover problems or damage caused by improper setup or installation.

The installation crew is responsible for installing the home properly. Contact your Retailer to determine who is responsible for

keeping the home level and adequately supported. We recommend that the home be professionally inspected after installation to assure that it has not been damaged in transit and that it has been installed properly. Check with your state or local building authorities for details about inspection services.

NOTICE: IF SKIRTING IS INSTALLED, IT MUST PROVIDE FOR PROPER VENTING UNDER THE HOME.

INSTALLATION NOTICE

THE IMPORTANCE OF INSTALLATION

Proper installation is so important that we want to re-emphasize the following: Your structural integrity of the home is dependent on the foundation of the home.

Your home should be level upon initial installation. An inadequate or out-of-level foundation may result in a number of structural problems, including:

- Doors, windows, and cabinetry that bind or do not align properly

- Buckled, sagging, or loose structures or components, including trim pieces
Water leaks and air drafts, especially at doors and windows and at marriage walls in multiple-section units

- Unless you have made specific arrangements with your Retailer, you are responsible for re-leveling your home and all issues relating to the re-leveling.
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WARRANTY CLAIM PROCEDURE

WARRANTY CLAIM PROCEDURE

If you have a problem with your home that you believe is warranty related, send a ***dated and written notice*** of the item or items to the Manufacturer. The address of the Manufacturer is shown on the data plate in your home and on the page preceding the inside back cover of this manual.

For items related to the delivery or installation of the home, dated and written notice should be provided to the Retailer or to the Installer. The Retailer, Installer and Manufacturer should be given an opportunity

to remedy any item for which any of them may have responsibility.

The dated and written notice should identify:

1. Date the Notice is written
 2. Each specific problem
 3. The location of the problem
 4. Serial number of your home
 5. Date you purchased the home
 6. Name of the Retailer that sold the home
 7. Your home address, email, and contact telephone number
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CUSTOMER SATISFACTION PROCEDURE

If you have a problem with your home, contact the Retail salesperson that sold you your home. If the problem is not resolved to your satisfaction, contact the owner of the Retailer business. Normally, this will resolve any problems that you have.

If the problem remains unresolved, send a dated and written notice to the Service Department at the Manufacturing Plant that built your home. The contact information is listed on the page preceding the inside back cover of this manual.

If you continue to have a problem, contact the Manufacturing Plant General Manager.

For additional assistance with a warranty problem, send a dated and written request to:

Champion Home Builders, Inc.
ATTN: Customer Relations
755 West Big Beaver Road
Suite 1000
Troy, Michigan 48084

NOTES



HOMES OF MERIT®



6420 W Allison Road
Chandler, AZ 85226

1425 Sunnyside Road
Weiser, ID 83672

3200 Enterprise Ave
York, NE 68467

451 Southern Ave
Strattanville, PA 16258

299 N Smith Avenue
Corona, CA 92880

308 Sheridan Drive
Topeka, IN 46571

951 Rt 12 South
Sangerfield, NY 13455

2073 Evergreen St
Dresden, TN 38225

840 Palm Ave
Lindsay, CA 93247

315 W Skyline Rd
Arkansas City, KS 67005

580 Mill Street NW
Sugarcreek, OH 44681

3401 W Corsicana St
Athens, TX 75751

499 W. Esplanade Ave
San Jacinto, CA 92583

200 Venture Lane
Benton, KY 42025

550 SW Booth Bend Rd
McMinnville, OR 97128

501 S Burseson Blvd
Burseson, TX 76028

1720 E Beamer St
Woodland, CA 95776

350 Shapkoff Industrial Park Blvd
Leesville, LA 71446

2551 Champion Drive
Claysburg, PA 16625

606 S 2nd Ave
Mansfield, TX 76063

1915 SE State Rd 100
Lake City, FL 32025

1660 Rowe Avenue
Worthington, MN 56187

101 Garden Spot Road
Ephrata, PA 17522-0428

1023 Hwy 61
Lancaster, WI 53813

1230 SW 10th St
Ocala, FL 34471

4055 US 401 S
Lillington, NC 27546

99 Horseshoe Rd
Leola, PA 17540