

(c) If a license is refused, the applicant may, within 10 days from the date a notice of refusal is mailed, request a hearing. Said hearing must be held within 30 days from the date of the request, and the Commission must render its decision within 20 days following the hearing.

(d) The Administrative Procedure Act shall apply to all hearings, judicial review, and appeals, except where specific subject matter is provided by this subtitle.

~~261.~~ Record Keeping Required; Books of Account

~~Every contractor shall keep accurate records of each improvement transaction sufficient to identify the parties to contracts, property involved, salesman, work done, and the dates of performance and payments. Copies of written contracts shall be retained among the records of the contractor. For purposes of this section, records of a home improvement transaction need not be retained for a longer period of time than three years from the date of completion.~~

~~262~~ 260. Salesman to Act as Agent of Contractor

(a) No salesman may concurrently represent more than one contractor in the solicitation or negotiation of any one home improvement contract from an owner. The use of a contract form which fails to disclose a named contractor principal, whether for the purpose of offering the contract to various contractors other than the one the salesman purported to represent in negotiation or otherwise, is prohibited. No salesman may be authorized to select a prime contractor on behalf of the owner.

(b) No salesman shall accept or pay any compensation of any kind, for or on account of a home improvement transaction, from or for any person other than the contractor whom he represents with respect to the transaction.

~~263~~ 261. Home Improvement Contracts: Requirements

(a) This section shall apply only to home improvement contracts between a prime contractor and the owner for work upon one, two, or three family dwelling places, where the aggregate contract price exceeds ~~\$200~~ \$300 and some consideration is payable by the owner prior to completion of the work; and where the contractor is licensed, or is subject to be licensed, in accordance with the provisions of this subtitle, with regard to the home improvement transaction. Contracts which fail to comply with the requirements of this section shall not be deemed to be invalid solely because of noncompliance.

(b) Every home improvement contract subject to the provisions of this section shall be evidenced by a written agreement and shall be signed by the parties thereto. The writing shall contain: (1) the name, address, and license number of the contractor, and the names and license numbers of the salesmen who solicited or negotiated the contract; (2) the approximate dates when the work will begin and be substantially completed; (3) a description of the work to be done and materials to be used; and (4) the agreed consideration for the work. The writing may also contain other matters upon which the parties lawfully agree.