

Home Solicitation Sales Act

28.

“Home solicitation sale” means a consumer credit sale of goods, other than farm equipment, or services in which the seller or a person acting for him engages in a personal solicitation of the sale at a residence of the buyer and the buyer’s agreement or offer to purchase is there given to the seller or a person acting for him. It does not include a sale made pursuant to a preexisting revolving charge account, or a sale made pursuant to prior negotiations between the parties at a business establishment at a fixed location where goods or services are offered or exhibited for sale OR A SALE INITIATED BY A BUYER.

29.

~~(a)~~ (1) *Except as provided in subsection ~~(a)~~ (5), in addition to any right otherwise to revoke an offer, the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase which complies with this subheading.*

~~(b)~~ (2) *Cancellation occurs when the buyer gives written notice of cancellation to the seller at the address stated in the agreement or offer to purchase.*

~~(c)~~ (3) *Notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.*

~~(d)~~ (4) *Notice of cancellation given by the buyer need not take a particular form and is sufficient if it indicates by any form of written expression the intention of the buyer not to be bound by the home solicitation sale.*

~~(e)~~ (5) *The buyer may not cancel a home solicitation sale if the buyer requests and the seller provides goods or services without delay because of an emergency, and*

~~(1)~~ (A) *the seller in good faith makes a substantial beginning of performance of the contract before the buyer gives notice of cancellation, and*

~~(2)~~ (B) *in the case of goods, the goods cannot be returned to the seller in substantially as good condition as when received by the buyer.*

~~(f)(1)~~ *As a condition precedent to presenting any claim to the protection provided by subsection ~~(e)~~ of this section, the seller must present a waiver of the right to cancel signed by the buyer.*

~~(2)~~ *The waiver of the right to cancel is not effective unless it is also dated by the buyer and contains the conspicuous notice in ten-point bold-face type or larger, directly above the space reserved for the notice required by Section 30 of this Article:*

WAIVER OF RIGHT TO CANCEL

THE BUYER HEREBY AGREES TO WAIVE THE RIGHT OF CANCELLATION PROVIDED BY THE HOME SOLICITATION SALES ACT. THIS WAIVER IS NOT EFFECTIVE IF THE SELLER DOES NOT PROVIDE GOODS AND/OR SERVICES BECAUSE OF AN EMERGENCY.