

COUNTY LOCAL LAWS

SERVICING WHEN REQUESTED BY A CONSUMER AND THE SUBSEQUENT REPAIR, ALTERATION, MODIFICATION OR SERVICING OF ANY ITEM WITHOUT FIRST TENDERING SAID ESTIMATE;

(B) MAKING REPAIRS, ALTERATIONS, MODIFICATIONS OR SERVICING EXCEEDING BY TWENTY-FIVE PERCENT (25%) OR MORE THE PRICE QUOTED IN A WRITTEN ESTIMATE WITHOUT PRIOR APPROVAL OF A CONSUMER;

(C) FAILURE TO REASSEMBLE OR RESTORE AN ELECTRICAL OR MECHANICAL APPARATUS, APPLIANCE, CHATTEL OR OTHER GOODS OR MERCHANDISE TO ITS TENDERED CONDITION UNLESS A SERVICE OR LABOR CHARGE IS PAID WITHOUT NOTIFICATION PRIOR TO RECEIVING THE TENDERED ITEM OF SAID SERVICE OR LABOR CHARGE;

(D) FAILING TO SUPPLY TO A CONSUMER A COPY OF A SALES OR SERVICE CONTRACT, LEASE, PROMISSORY NOTE, TRUST AGREEMENT OR OTHER EVIDENCE OF INDEBTEDNESS WHICH THAT PERSON MAY EXECUTE;

(E) MAKING OR ENFORCING UNCONSCIONABLE TERMS OR PROVISIONS OF SALES OR LEASES. IN APPLYING THIS SUBSECTION, CONSIDERATION SHALL BE GIVEN TO ANY OF THE FOLLOWING FACTORS:

(1) KNOWLEDGE BY THE MERCHANT AT THE TIME CREDIT SALES ARE CONSUMMATED THAT THERE WAS NO REASONABLE PROBABILITY OF PAYMENT IN FULL OF THE OBLIGATION BY THE CONSUMER.

(2) KNOWLEDGE BY THE MERCHANT AT THE TIME OF THE SALE OR LEASE OF THE INABILITY OF THE CONSUMER TO RECEIVE SUBSTANTIAL BENEFITS FROM THE PROPERTY OR SERVICES SOLD OR LEASED.

(3) GROSS DISPARITY BETWEEN THE PRICE OF THE PROPERTY OR SERVICES SOLD OR LEASED AND THE VALUE OF THE PROPERTY OR SERVICES MEASURED BY THE PRICE AT WHICH SIMILAR PROPERTY OR SERVICES ARE READILY OBTAINABLE IN TRANSACTIONS BY LIKE BUYERS OR LESSEES.

(4) THE FACT THAT THE MERCHANT CONTRACTED FOR OR RECEIVED SEPARATE CHARGES FOR INSURANCE WITH RESPECT TO CREDIT SALES WITH THE EFFECT OF MAKING THE SALES, CONSIDERED AS A WHOLE, UNCONSCIONABLE.