

(14) Failure to comply with any order, demand or requirement lawfully made by the Commission under and within the authority of this subtitle[.];

(15) The demand for or the receipt of any payments prior to the signing of a home-improvement contract.

(b) Violation of any of the prohibitions of this section (1) shall subject any violator to whom the licensing provisions of this subtitle apply to the administrative sanctions of § [259] 258 of this subtitle; and (2) shall subject any violator, whether or not required to be licensed by this subtitle, TO THE PROVISIONS OF SECTION 259 AND to criminal prosecution as prescribed in § 268 of this subtitle.

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(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 \$200.00]; or 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; (4) the agreed consideration for the work; (5) the number of monthly payments and the amount of each monthly payment stated as a sum in dollars which shall include all finance charges; [and] (6) A LIMITATION OF ANY DOWN-PAYMENT DEPOSIT AT THE TIME OF EXECUTION OF THE CONTRACT TO NOT MORE THAN 33 PERCENT OF THE CONTRACT PRICE; (7) a description of any collateral security taken or to be taken for the owner's obligation under the contract; AND (8) A NOTICE IN BOLDFACE TYPE THAT THE CUSTOMER MAY CONTACT THE HOME IMPROVEMENT COMMISSION CONCERNING QUESTIONS INVOLVING HIS RIGHTS UNDER THE HOME IMPROVEMENT LAW THAT ALL HOME IMPROVEMENT CONTRACTORS AND SUBCONTRACTORS MUST BE LICENSED BY THE HOME IMPROVEMENT COMMISSION. INQUIRIES ABOUT A CONTRACTOR SHOULD BE TRANSMITTED TO THE HOME IMPROVEMENT COMMISSION, TELEPHONE: _____. The writing may also contain other matters upon which the parties lawfully agree.

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