

(1) SHALL BE REDUCED TO WRITING AND SIGNED BY THE CONSUMER;

(2) SHALL COMPLY WITH ALL OTHER APPLICABLE LAWS AND REGULATIONS;

(3) SHALL ~~BE--IN--THE--SAME---LANGUAGE~~ MATCH THE DESCRIPTION OF GOODS OR SERVICES AS THAT PRINCIPALLY USED IN TELEPHONE SOLICITATION;

(4) SHALL CONTAIN THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE SELLER, THE TOTAL PRICE OF THE CONTRACT, AND A DETAILED DESCRIPTION OF THE GOODS OR SERVICES BEING SOLD; AND

(5) SHALL CONTAIN, IN AT LEAST 12 POINT TYPE, IMMEDIATELY PRECEDING THE SIGNATURE, THE FOLLOWING STATEMENT:

"YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER"; AND

(6) MAY NOT EXCLUDE FROM ITS TERMS ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY THE MERCHANT TO THE CONSUMER IN CONNECTION WITH THE TRANSACTION.

~~14-2105-~~ 14-2104.

A MERCHANT ENGAGING IN A TELEPHONE SOLICITATION MAY NOT MAKE OR SUBMIT ANY CHARGE TO THE CONSUMER'S CREDIT ACCOUNT UNTIL AFTER THE MERCHANT RECEIVES FROM THE CONSUMER A COPY OF THE CONTRACT WHICH COMPLIES WITH THIS SUBTITLE.

~~14-2106-~~ 14-2105.

IN ADDITION TO ANY REMEDIES OTHERWISE AVAILABLE AT LAW, A VIOLATION OF THIS SUBTITLE SHALL BE AN UNFAIR AND DECEPTIVE TRADE PRACTICE UNDER TITLE 13, SUBTITLE 3, OF THE COMMERCIAL LAW ARTICLE.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 1988.

Approved May 27, 1988.

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