- (e) The time during which the homeowner may [rescind] CANCEL <u>rescind</u> the FORECLOSURE CONSULTING contract does not begin to run until the foreclosure consultant has complied with this section.
- (f) Any provision in a foreclosure consulting contract that attempts or purports to waive any of the rights specified in this title, consent to jurisdiction for litigation or choice of law in a state other than Maryland, consent to venue in a county other than the county in which the property is located, or impose any costs or filing fees greater than the fees required to file an action in a circuit court, is void.

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AND

A foreclosure consultant may not:

- (1) ENGAGE IN, ARRANGE, OFFER, PROMOTE, PROMISE, SOLICIT, PARTICIPATE IN, ASSIST WITH, OR CARRY OUT A FORECLOSURE RESCUE TRANSACTION;
- (2) Claim, demand, charge, collect, or receive any compensation until after the foreclosure consultant has fully performed each and every service the foreclosure consultant contracted to perform or represented that the foreclosure consultant would perform;
- [(2)] (3) Claim, demand, charge, collect, or receive any interest or any other compensation for any loan that the foreclosure consultant makes to the homeowner that exceeds 8% a year;
- [(3)] (4) Take any wage assignment, any lien of any type on real or personal property, or other security to secure the payment of compensation;
- [(4)] (5) Receive any consideration from any third party in connection with foreclosure consulting services provided to a homeowner unless the consideration:
 - (I) [is] IS first fully disclosed in writing to the homeowner;
 - (II) IS CLEARLY LISTED ON ANY SETTLEMENT DOCUMENTS;
- (III) IS NOT IN VIOLATION OF ANY PROVISION OF THIS SUBTITLE;