
By: Delegates Owings and O'Donnell

Introduced and read first time: January 24, 1996

Assigned to: Economic Matters

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 15, 1996

CHAPTER _____

1 AN ACT concerning

2 **Consumer Protection - Pest Control Contracts - Required Notice**

3 [TAG ftpo]FOR the purpose of requiring certain contracts that provide ~~termite or other~~ pest control
4 services to include a certain statement in a certain manner; requiring that provisions
5 in the contracts limiting coverage or liability of the service provider be printed in a
6 certain manner; providing that the failure ~~to provide a consumer with a contract~~
7 ~~that complies with~~ to comply with this Act is an unfair and deceptive trade practice
8 under the Maryland Consumer Protection Act; defining certain terms; and generally
9 relating to contracts for pest control services.

10 ~~BY adding to~~

- 11 ~~Article - Commercial Law~~
- 12 ~~Section 14-1315~~
- 13 ~~Annotated Code of Maryland~~
- 14 ~~(1990 Replacement Volume and 1995 Supplement)~~

15 ~~BY repealing and reenacting, with amendments,~~

- 16 ~~Article - Agriculture~~
- 17 ~~Section 5-208~~
- 18 ~~Annotated Code of Maryland~~
- 19 ~~(1985 Replacement Volume and 1995 Supplement)~~

20 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
21 MARYLAND, That the Laws of Maryland read as follows:

2

1 **Article—Commercial Law**

2 ~~14-1315.~~

3 ~~(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS~~
4 ~~INDICATED.~~

5 ~~(2) "CONSUMER" HAS THE MEANING STATED IN § 13-101 OF THIS~~
6 ~~ARTICLE.~~

7 ~~(3) "SERVICE PROVIDER" MEANS A PERSON ENGAGED IN THE BUSINESS~~
8 ~~OF PROVIDING TERMITE AND OTHER PEST CONTROL SERVICES.~~

9 ~~(B) A CONTRACT THAT PROVIDES TERMITE OR OTHER PEST CONTROL~~
10 ~~SERVICES TO A CONSUMER AND THAT IN ANY WAY LIMITS THE COVERAGE~~
11 ~~PROVIDED UNDER THE CONTRACT OR THE LIABILITY OF THE SERVICE PROVIDER~~
12 ~~SHALL INCLUDE, IN AT LEAST 12-POINT BOLDFACE TYPE, IN IMMEDIATE PROXIMITY~~
13 ~~TO THE SPACE RESERVED FOR THE SIGNATURE OF THE CONSUMER, THE~~
14 ~~FOLLOWING STATEMENT:~~

15 ~~"NOTICE~~

16 ~~THIS CONTRACT CONTAINS PROVISIONS THAT LIMIT THE COVERAGE~~
17 ~~PROVIDED UNDER THE CONTRACT OR THE LIABILITY OF THE SERVICE PROVIDER.~~
18 ~~YOU SHOULD CAREFULLY READ THE ENTIRE CONTRACT BEFORE SIGNING IT."~~

19 ~~(C) IN ADDITION TO THE NOTICE REQUIRED BY SUBSECTION (B) OF THIS~~
20 ~~SECTION, EACH PROVISION IN THE CONTRACT THAT LIMITS THE COVERAGE~~
21 ~~PROVIDED UNDER THE CONTRACT OR THE LIABILITY OF THE SERVICE PROVIDER~~
22 ~~SHALL BE PRINTED IN AT LEAST 10-POINT BOLDFACE TYPE.~~

23 ~~(D) THE FAILURE OF A SERVICE PROVIDER TO PROVIDE A CONSUMER WITH~~
24 ~~A CONTRACT THAT COMPLIES WITH THIS SECTION IS AN UNFAIR AND DECEPTIVE~~
25 ~~TRADE PRACTICE UNDER TITLE 13 OF THIS ARTICLE.~~

26 **Article - Agriculture**

27 5-208.

28 (a) When a pesticide is applied, or at the time a customer enters into a contract
29 with a licensee for pest control, a licensee shall provide a customer with the following
30 written information:

31 (1) Name of licensee;

32 (2) Maryland pesticide business license number;

33 (3) Telephone number of licensee;

34 (4) Common name of pesticide or active ingredient applied;

35 (5) Pertinent safety information, as determined by the Department,
36 including health risks for humans and animals, about pesticide in the end-use dilution
37 applied;

3

1 (6) Maryland Poison Center telephone number; and

2 (7) Any other information required by the Department.

3 (B) (1) (I) IN THIS SUBSECTION THE FOLLOWING WORDS HAVE THE
4 MEANINGS INDICATED.

5 (II) "CONSUMER" HAS THE MEANING STATED IN § 13-101 OF THE
6 COMMERCIAL LAW ARTICLE.

7 (III) "CONTRACT" DOES NOT INCLUDE:

8 1. AN INVOICE, RECEIPT, OR CERTIFICATE THAT ONLY
9 PROVIDES FOR A ONE-TIME APPLICATION, IF THE ONLY LIMITATION ON LIABILITY
10 OR COVERAGE CONTAINED IN THE INVOICE, RECEIPT, OR CERTIFICATE IS A LIMIT
11 ON THE NUMBER OF DAYS THAT A TREATMENT IS EFFECTIVE; OR

12 2. AN AGREEMENT TO APPLY A PESTICIDE ONLY TO A LAWN
13 OR TO EXTERIOR LANDSCAPE PLANTS.

14 (2) A CONTRACT WITH A CONSUMER FOR THE APPLICATION OF
15 PESTICIDES THAT IN ANY WAY LIMITS THE COVERAGE PROVIDED UNDER THE
16 CONTRACT OR THE LIABILITY OF THE PEST CONTROL APPLICATOR, SHALL
17 INCLUDE, IN AT LEAST 12-POINT BOLDFACE TYPE, IN IMMEDIATE PROXIMITY TO
18 THE SPACE RESERVED FOR THE SIGNATURE OF THE CONSUMER, THE FOLLOWING
19 STATEMENT:

20 "NOTICE

21 THIS CONTRACT CONTAINS PROVISIONS THAT LIMIT THE COVERAGE PROVIDED
22 UNDER THE CONTRACT OR THE LIABILITY OF THE PEST CONTROL APPLICATOR.
23 YOU SHOULD CAREFULLY READ THE CONTRACT."

24 (3) IN ADDITION TO THE NOTICE REQUIRED BY PARAGRAPH (2) OF THIS
25 SUBSECTION, EACH PROVISION IN THE CONTRACT THAT LIMITS THE COVERAGE
26 PROVIDED UNDER THE CONTRACT SHALL BE PRINTED IN AT LEAST 10-POINT
27 BOLDFACE TYPE.

28 (4) THE FAILURE OF A SERVICE PROVIDER TO COMPLY WITH THIS
29 SUBSECTION IS AN UNFAIR OR DECEPTIVE TRADE PRACTICE UNDER TITLE 13 OF
30 THE COMMERCIAL LAW ARTICLE.

31 [(b)] (C) Upon the customer's request, the licensee shall provide the customer
32 with advance notice of a pesticide application.

33 [(c)] (D) (1) A licensee or public agency permittee applying a pesticide to a
34 lawn or to exterior landscape plants shall post at the time of application a sign.

35 (2) The sign shall remain 48 hours following the pesticide application, after
36 which time the customer is responsible for the removal of the sign.

37 (3) (i) A person may not remove, alter, or deface the sign or agree or
38 conspire with another to remove, alter, or deface the sign within 48 hours of its posting.

4

1 (ii) The customer or licensee may not be held liable for any penalty for
2 sign removal under this subtitle if the sign is removed by another person or cause over
3 which the customer or licensee has no control.

4 (4) The sign shall:

5 (i) Be clearly visible either from the principal place of access to the
6 property; or

7 (ii) Be clearly visible on the portion of the property where the
8 pesticide is applied.

9 (5) The sign shall contain a uniform statement approved by the Department.

10 [(d)] (E) Before applying an experimental use pesticide, the holder of the
11 required experimental use permit from the U. S. Environmental Protection Agency shall
12 provide the Department with the following information:

13 (1) Name of cooperator;

14 (2) Location of planned application or treatment;

15 (3) Name of active ingredient of pesticide;

16 (4) Purpose of application or use;

17 (5) Total acreage being affected by application;

18 (6) Toxicological profile of pesticide; and

19 (7) Any other information required by the Department.

20 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
21 October 1, 1996.