

Article - Commercial Law

§14–301.

(a) In this subtitle the following words have the meanings indicated.

(b) “Business day” means any calendar day except Sunday or the following business holidays: New Year’s Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, and Christmas Day.

(c) “Consumer goods” and “consumer services” mean:

(1) Goods or services purchased, leased, or rented primarily for personal, family, or household purposes; and

(2) Courses of instruction or training regardless of the purpose for which they are taken.

(d) (1) “Door-to-door sale” means a sale, lease, or rental of consumer goods or consumer services under single or multiple contracts with a purchase price of \$25 or more, in which:

(i) The seller or his representative personally solicits the sale, including a solicitation in response to or following an invitation by the buyer; and

(ii) The buyer’s agreement or offer to purchase is made at a place other than the place of business of the seller.

(2) “Door-to-door sale” does not include a transaction:

(i) Made pursuant to prior negotiations in the course of a visit by the buyer to a retail business establishment which has a fixed permanent location where the consumer goods are exhibited or the consumer services are offered for sale on a continuing basis;

(ii) In which the consumer may rescind under the provisions of the federal Consumer Credit Protection Act or any regulation adopted under the Act;

(iii) In which the buyer has initiated the contact and the goods or services are needed to meet a bona fide immediate personal emergency of the buyer, and the buyer furnishes the seller with a separate dated and signed personal statement in the buyer’s handwriting which describes the situation that requires immediate remedy and expressly acknowledges and waives the right to cancel the sale within three business days, and the seller in good faith makes a substantial beginning of the performance of the contract;

(iv) Conducted and consummated entirely by mail or telephone, without any other contact between the buyer and the seller or its representative before

delivery of the consumer goods or performance of the consumer services;

(v) In which the buyer has initiated the contact and specifically requests the seller to visit his home to repair or perform maintenance on the buyer's personal property, except that, if, in the course of the visit, the seller sells the buyer the right to receive any additional consumer services or consumer goods, other than replacement parts necessarily used to perform the maintenance or to make the repairs, the sale of the additional consumer goods or consumer services is not within this exclusion; or

(vi) Which pertains to the sale or rental of real property, to the sale of insurance, or to the sale of securities or commodities by a broker-dealer registered with the Securities and Exchange Commission or with the Division of Securities of this State.

(e) "Person" includes an individual, corporation, business trust, statutory trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal or commercial entity.

(f) "Place of business" means the main or permanent branch office or local address of a seller.

(g) "Purchase price" means the total price paid or to be paid for the consumer goods or consumer services, including all interest and service charges.

(h) "Sale" means a door-to-door sale.

(i) "Seller" means a person engaged in the door-to-door sale of consumer goods or consumer services.