

---

**By: Senators Young, Trotter, Conway, and Teitelbaum**

Introduced and read first time: January 30, 1997

Assigned to: Finance

---

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 21, 1997

---

CHAPTER \_\_\_\_

1 AN ACT concerning

2 **Consumer Protection - Deferred Payments - Disclosure of Conditions**

3 FOR the purpose of making it an unfair and deceptive trade practice for a person to sell  
4 any goods or services under a deferred payment contract without disclosing certain  
5 information in the sales contract; making it an unfair and deceptive trade practice  
6 for a person to advertise a sale of goods or services that would allow a buyer to  
7 purchase the goods or services under a deferred payment contract without  
8 disclosing certain information in the advertisement; providing certain requirements  
9 for the form of the disclosures required under this Act; defining certain terms; and  
10 generally relating to the disclosure of certain conditions of a deferred payment plan  
11 to protect a consumer of goods or services.

12 BY repealing and reenacting, with amendments,  
13 Article - Commercial Law  
14 Section 13-301  
15 Annotated Code of Maryland  
16 (1990 Replacement Volume and 1996 Supplement)

17 BY adding to  
18 Article - Commercial Law  
19 Section 14-1315  
20 Annotated Code of Maryland  
21 (1990 Replacement Volume and 1996 Supplement)

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

2

1                   **Article - Commercial Law**

2 13-301.

3                   Unfair or deceptive trade practices include any:

4                   (1) False, falsely disparaging, or misleading oral or written statement, visual  
5 description, or other representation of any kind which has the capacity, tendency, or  
6 effect of deceiving or misleading consumers;

7                   (2) Representation that:

8                   (i) Consumer goods, consumer realty, or consumer services have a  
9 sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity  
10 which they do not have;

11                   (ii) A merchant has a sponsorship, approval, status, affiliation, or  
12 connection which he does not have;

13                   (iii) Deteriorated, altered, reconditioned, reclaimed, or secondhand  
14 consumer goods are original or new; or

15                   (iv) Consumer goods, consumer realty, or consumer services are of a  
16 particular standard, quality, grade, style, or model which they are not;

17                   (3) Failure to state a material fact if the failure deceives or tends to deceive;

18                   (4) Disparagement of the goods, realty, services, or business of another by a  
19 false or misleading representation of a material fact;

20                   (5) Advertisement or offer of consumer goods, consumer realty, or  
21 consumer services:

22                   (i) Without intent to sell, lease, or rent them as advertised or offered;  
23 or

24                   (ii) With intent not to supply reasonably expected public demand,  
25 unless the advertisement or offer discloses a limitation of quantity or other qualifying  
26 condition;

27                   (6) False or misleading representation of fact which concerns:

28                   (i) The reason for or the existence or amount of a price reduction; or

29                   (ii) A price in comparison to a price of a competitor or to one's own  
30 price at a past or future time;

31                   (7) Knowingly false statement that a service, replacement, or repair is  
32 needed;

33                   (8) False statement which concerns the reason for offering or supplying  
34 consumer goods, consumer realty, or consumer services at sale or discount prices;

3

1 (9) Deception, fraud, false pretense, false premise, misrepresentation, or  
2 knowing concealment, suppression, or omission of any material fact with the intent that a  
3 consumer rely on the same in connection with:

4 (i) The promotion or sale of any consumer goods, consumer realty, or  
5 consumer service; or

6 (ii) A contract or other agreement for the evaluation, perfection,  
7 marketing, brokering or promotion of an invention; or

8 (iii) The subsequent performance of a merchant with respect to an  
9 agreement of sale, lease, or rental;

10 (10) Solicitations of sales or services over the telephone without first clearly,  
11 affirmatively, and expressly stating:

12 (i) The solicitor's name and the trade name of a person represented  
13 by the solicitor;

14 (ii) The purpose of telephone conversation; and

15 (iii) The kind of merchandise, real property, intangibles, or service  
16 solicited;

17 (11) Use of any plan or scheme in soliciting sales or services over the  
18 telephone that misrepresents the solicitor's true status or mission;

19 (12) Use of a contract related to a consumer transaction which contains a  
20 confessed judgment clause that waives the consumer's right to assert a legal defense to an  
21 action;

22 (13) Use by a seller, who is in the business of selling consumer realty, of a  
23 contract related to the sale of single family residential consumer realty, including  
24 condominiums and town houses, that contains a clause limiting or precluding the buyer's  
25 right to obtain consequential damages as a result of the seller's breach or cancellation of  
26 the contract;

27 (14) Violation of a provision of:

28 (i) This title;

29 (ii) An order of the Attorney General or agreement of a party relating  
30 to unit pricing under Title 14, Subtitle 1 of this article;

31 (iii) Title 14, Subtitle 2 of this article, the Maryland Consumer Debt  
32 Collection Act;

33 (iv) Title 14, Subtitle 3 of this article, the Maryland Door-to-Door  
34 Sales Act;

35 (v) Title 14, Subtitle 9 of this article, Kosher Products;

36 (vi) Title 14, Subtitle 10 of this article, Automotive Repair Facilities;

37 (vii) Section 14-1302 of this article;

4

1 (viii) Title 14, Subtitle 11 of this article, Maryland Layaway Sales Act;

2 (ix) Section 22-415 of the Transportation Article;

3 (x) Title 14, Subtitle 20 of this article;

4 (xi) Title 14, Subtitle 15 of this article, the Automotive Warranty  
5 Enforcement Act;

6 (xii) Title 14, Subtitle 21 of this article;

7 (xiii) Section 18-107 of the Transportation Article;

8 (xiv) Title 14, Subtitle 22 of this article, the Maryland Telephone  
9 Solicitations Act;

10 (xv) Title 14, Subtitle 23 of this article, the Automotive Crash Parts  
11 Act;

12 (xvi) Title 10, Subtitle 6 of the Real Property Article;

13 (xvii) Title 10, Subtitle 8 of the Real Property Article;

14 (xviii) Title 14, Subtitle 25 of this article, the Hearing Aid Sales Act;[ or]

15 (xix) Title 14, Subtitle 26 of this article, the Maryland Door-to-Door  
16 Solicitations Act; or

17 (XX) SECTION 14-1315 OF THIS ARTICLE; OR

18 (15) Any act or omission that relates to a residential building and that is  
19 chargeable as a misdemeanor under or otherwise violates a provision of the Energy  
20 Conservation Building Standards Act, Article 78, § 54-I of the Code.

21 14-1315.

22 (A)(1) IN THIS SECTION; THE FOLLOWING WORDS HAVE THE MEANINGS  
23 INDICATED.

24 (2) ADVERTISE MEANS TO ENCOURAGE AN INDIVIDUAL, DIRECTLY OR  
25 INDIRECTLY, BY MEANS OF A WRITTEN COMMERCIAL MESSAGE TO ENTER INTO AN  
26 OBLIGATION, CONTRACT FOR A SERVICE, OR ACQUIRE TITLE OR INTEREST IN A  
27 GOOD.

28 (3) "DEFERRED PAYMENT" MEANS A PAYMENT MADE IN WHOLE OR  
29 PARTIAL SATISFACTION OF A CONTRACT FOR THE SALE OF GOODS OR SERVICES  
30 AFTER THE TIME OF THE SALE.

31 (B) (1) WHENEVER A PERSON SELLS GOODS OR SERVICES AND ALLOWS  
32 THE BUYER TO PAY FOR THE GOODS OR SERVICES IN ONE OR MORE DEFERRED  
33 PAYMENTS, THE SELLER SHALL DISCLOSE IN THE SALES CONTRACT:

34 (I) ANY PENALTIES THAT MAY BE INVOLVED IN THE CONTRACT;

35 (II) THE SCHEDULE FOR THE REPAYMENT OF PRINCIPAL AND  
36 INTEREST;

5

1 (III) THE RATE OR RATES AT WHICH INTEREST WILL ACCRUE;

2 (IV) WHETHER INTEREST WILL BE COMPOUNDED; AND

3 (V) IF THE INTEREST WILL BE COMPOUNDED, AT WHAT  
4 INTERVALS THE INTEREST WILL COMPOUND.

5 (2) WHENEVER A PERSON ADVERTISES A SALE OF GOODS OR SERVICES  
6 THAT WOULD ALLOW A BUYER TO PAY FOR THE GOODS OR SERVICES IN ONE OR  
7 MORE DEFERRED PAYMENTS, THE SELLER SHALL DISCLOSE IN THE  
8 ADVERTISEMENT:

9 (I) ANY PENALTIES THAT MAY BE INVOLVED IN THE CONTRACT;

10 (II) THE SCHEDULE FOR THE REPAYMENT OF PRINCIPAL AND  
11 INTEREST;

12 (III) THE RATE OR RATES AT WHICH INTEREST WILL ACCRUE;

13 (IV) WHETHER INTEREST WILL BE COMPOUNDED; AND

14 (V) IF THE INTEREST WILL BE COMPOUNDED, AT WHAT  
15 INTERVALS THE INTEREST WILL COMPOUND.

16 (C) ANY DISCLOSURE UNDER SUBSECTION (B) ~~OR (C)~~ OF THIS SECTION SHALL  
17 BE IN CLEAR LANGUAGE AND IN STANDARD TYPEFACE, FONT, AND SIZE.

18 (D) A VIOLATION OF THIS SECTION IS AN UNFAIR AND DECEPTIVE TRADE  
19 PRACTICE UNDER TITLE 13 OF THIS ARTICLE.

20 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
21 October 1, 1997.