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By: **Delegate Parrott**  
Introduced and read first time: February 21, 2001  
Assigned to: Rules and Executive Nominations

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A BILL ENTITLED

1 AN ACT concerning

2 **Door-to-Door Sale - Altered Definition**

3 FOR the purpose of excluding certain transactions, with a certain exception, from the  
4 definition of "door-to-door sale" as it relates to the regulation of certain  
5 commercial practices; and generally relating to certain transactions that do not  
6 constitute a door-to-door sale.

7 BY repealing and reenacting, without amendments,  
8 Article - Commercial Law  
9 Section 14-301(a)  
10 Annotated Code of Maryland  
11 (2000 Replacement Volume and 2000 Supplement)

12 BY repealing and reenacting, with amendments,  
13 Article - Commercial Law  
14 Section 14-301(d)  
15 Annotated Code of Maryland  
16 (2000 Replacement Volume and 2000 Supplement)

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

19 **Article - Commercial Law**

20 14-301.

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

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

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

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

3 (2) "Door-to-door sale" does not include a transaction:

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

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

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

17 (iv) Conducted and consummated entirely by mail or telephone,  
18 without any other contact between the buyer and the seller or its representative  
19 before delivery of the consumer goods or performance of the consumer services;

20 (v) In which the buyer has initiated the contact, OR HAS  
21 RESPONDED TO AN OFFER, and specifically requests the seller to visit his home to  
22 REPLACE, repair or perform maintenance on the buyer's personal property OR REAL  
23 PROPERTY, except that, if, in the course of the visit, the seller sells the buyer the right  
24 to receive any additional consumer services or consumer goods, other than  
25 replacement parts necessarily used to INSTALL THE REPLACEMENT, perform the  
26 maintenance, or [to] make the repairs, the sale of the additional consumer goods or  
27 consumer services is not within this exclusion; or

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

32 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
33 October 1, 2001.