

## Maryland Door-to-Door Sales Act

Many home improvement contracts are covered by the Maryland Door-to-Door Sales Act (Title 14, Subtitle 3, Commercial Law Article, Annotated Code of Maryland). The Act covers sales of goods or services in which the seller or a representative of the seller personally solicits the sale, including in response to an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the seller's place of business. The Act requires the seller to provide to the buyer a copy of the contract in the same language as that principally used in the oral sales presentation, which shows the date of the transaction, and contains the name and address of the seller.

### What are my rights under the Door-to-Door Sales Act?

The Door-to-Door Sales Act gives consumers certain rights, including the right to cancel the contract without any penalty or obligation, by sending a notice of cancellation to the seller by midnight of the third business day following the sale. If you cancel the contract, the seller must return your deposit within 10 business days following receipt of the cancellation. The contract must contain a statement that is in immediate proximity to the space reserved in the contract for the signature of the buyer which, in boldface type of a minimum size of 10 points, is in substantially the following form: **“You, the buyer, may cancel this transaction at any time prior to midnight of the 3<sup>rd</sup> business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.”**

### Notice of Cancellation

Each home improvement contract that is covered by the Door-to-Door Sales Act is required to contain a Notice of Cancellation attached to the contract. This notice informs the buyer of the right to cancel the contract and explains where to send the notice to cancel the contract and the date by which the Notice of Cancellation must be received in order to cancel the transaction. If the contract does not contain a Notice of Cancellation then the buyer may cancel the contract by notifying the seller in any manner and by any means of the intention to cancel the sale.

### When is a home improvement job not covered?

The Door-to-Door Sales Act does not cover a home improvement project made:

- pursuant to prior negotiations at a retail business with a fixed permanent location where consumer goods are exhibited or consumer services are offered for sale on a continuing basis; or
- In which the buyer has initiated contact and the goods or services are needed to meet a bona fide personal emergency of the buyer and the buyer gives the seller a separate dated and signed personal statement in the buyer's handwriting that describes the situation that requires immediate remedy and

expressly acknowledges and waives the right to cancel the sale, and the seller in good faith makes a substantial beginning of the performance of the contract.

## Enforcement

The Door-to-Door Sales Act is enforced by the Attorney General's Consumer Protection Division. For more information or to file a complaint, please visit [www.oag.state.md.us](http://www.oag.state.md.us). Residents of Howard and Montgomery Counties can also report violations to the County Office of Consumer Protection.

Howard County: <http://consumer.howardcountymd.gov> or

Montgomery County: [www.montgomerycountymd.gov/consumer](http://www.montgomerycountymd.gov/consumer)

### SAMPLE NOTICE OF CANCELLATION

(Enter Date of Transaction)

\_\_\_\_\_ Date

**You may cancel this transaction, without any penalty or obligation, within three business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially the same condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under this contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to:**

\_\_\_\_\_ at \_\_\_\_\_  
(name of seller) (address of seller's place of business)

not late then midnight of \_\_\_\_\_.  
(date)

**I hereby cancel this transaction**

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Buyer's signature)