17:166-100

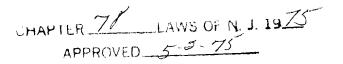
LEGISLATIVE HISTORY CHECKLIST

NJSA <u>17:16C-100</u>			
Laws of 1975 Chapter	78		
Bill No. A1459			
Sponsor(s) Codey & 10 Others			
Date Introduced April 1, 1974		_	
Committee: Assembly Commerce,	Industry &	Professions	
Senate Labor, Indus	stry & Prof	essions	
Amended during passage	¥&5	No	
Date of passage: Assembly <u>Ma</u>	y 9, 1974		
Senate April 2	21, 1975		
Date of approval <u>May</u> 2, 1975			
Following statements are attach	ed if ava	ilable:	
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Sponsor statement	Yes	xixox.	2
Sponsor statement Committee Statement: Assembly	Yes		NDC
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Committee Statement: Assembly	Yes Xueosx	Nacional International Interna	VGOOV
Committee Statement: Assembly Senate	Yes ¥xæcsax ¥xæcs≲x	Xixox No No	
Committee Statement: Assembly Senate Fiscal Note	Yes ¥asasa ¥asasx xayaasax	Mator No No	
Committee Statement: Assembly Senate Fiscal Note Veto message	Yes Xaaax Xaax Xxaax Xxaax Xxaax Xxaax	Hio No No No	V O V V O V
Committee Statement: Assembly Senate Fiscal Note Veto message Message on signing	Yes Xaaax Xaax Xxaax Xxaax Xxaax Xxaax	Hio No No No	

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DEPOSIORY CUPY To Not Remove From Library

10/4/76 JUN 1977



ASSEMBLY, No. 1459

STATE OF NEW JERSEY

INTRODUCED APRIL 1, 1974

By Assemblymen CODEY, HAWKINS, PATERO, OWENS, BROWN, NERI, CALI, ADUBATO, RUANE, DOYLE and NEWMAN

Referred to Committee on Commerce, Industry and Professions

AN ACT to amend the "Door-to-Door Home Repair Sales Act of 1968," approved July 30, 1968 (P. L. 1968, c. 224).

1 BE IT ENACTED by the Senate and General Assembly of the State 2 of New Jersey:

1 1. Section 6 of P. L. 1968, c. 224 (C. 17:16C-100) is amended to 2 read as follows:

6. (a) At the time of executing every home repair contract subject to the provisions of section 5 of this act, the home repair contractor shall deliver to the owner two copies of a receipt which clearly and conspicuously sets forth:

7 (1) The home repair contractor's name and place of business;

8 (2) A description of the goods and services sold; and

9 (3) The amount of money paid by the owner or the cash value 10 of any goods delivered to the home repair contractor at the time 11 the home repair contract was entered into.

(b) The receipt required to be delivered to the owner shall also
clearly and conspicuously bear, in at least 10-point bold type, the
following statement:

"NOTICE TO OWNER: YOU MAY RESCIND THIS 15 SALE PROVIDED THAT YOU NOTIFY THE HOME RE-16 PAIR CONTRACTOR OF YOUR INTENT TO DO SO BY 17 CERTIFIED MAIL, RETURN RECEIPT REQUESTED, 18 POSTMARKED NOT LATER THAN 5 P.M. OF THE 19 THIRD BUSINESS DAY FOLLOWING THE SALE. 20FAILURE TO EXERCISE THIS OPTION, HOWEVER, 21 WILL NOT INTERFERE WITH ANY OTHER REMEDIES 22AGAINST THE HOME REPAIR CONTRACTOR YOU 23MAY POSSESS. IF YOU WISH, YOU MAY USE THIS 24

A1459 (1974)

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PAGE AS NOTIFICATION BY WRITING 'I HEREBY
RESCIND' AND ADDING YOUR NAME AND ADDRESS.
A DUPLICATE OF THIS RECEIPT IS PROVIDED BY
THE HOME REPAIR CONTRACTOR FOR YOUR
RECORDS."

9

30 (c) No receipt required to be delivered by the owner shall con31 tain, or be accompanied by any document which contains, provi32 sions by which the owner waives his rights under this act.

(d) A home repair contractor who in the ordinary course of
business regularly uses a language other than English in any
advertising or other solicitation of owners, or in any printed forms
for use by owners, or in any face-to-face negotiations with owners
shall deliver the two copies of the receipt to an owner whose
principal language is such other language one in English and one
in the other language.

40 (e) The receipt required to be delivered to the owner, other than
41 the notice provision required under subsection (b) of this section,
42 shall be in a type-size less than 10 points high and in type other
43 than bold.

1 2. This act shall take effect 45 days after its enactment.

...

STATEMENT

This amendment is an attempt to close a loop-hole in the Door-to-Door Home Repair Sales Act of 1968 through which certain unscrupulous persons present the entire receipt in 10-point bold type, thus negating the act's intended emphasis on the recission provision. This act would require the language of the receipt to be in a size and type visually distinguishable from the important Notice of Recission Provision.