



Ohio Revised Code

Section 1317.22 Contract for sales over \$500 or special order merchandise require a writing.

Effective: November 6, 1992

Legislation: House Bill 693 - 119th General Assembly

(A) If a contract for sale at retail is a layaway arrangement involving the sale of merchandise or specific goods at a price above five hundred dollars, the layaway arrangement shall be evidenced by a written contract between the buyer and the seller and shall not be subject to division (A)(1) of section 1317.21 of the Revised Code. The seller shall provide a copy of the written contract to the buyer at the time the buyer pays the initial deposit, down payment, or part payment to the seller for the merchandise or specific goods which are the subject of the layaway arrangement. The written contract shall include all of the following:

- (1) A description of the merchandise or specific goods which are the subject of the layaway arrangement including, when available, the model, model year, manufacturer, and color;
- (2) The layaway price of the merchandise or specific goods;
- (3) If applicable, the amount the seller agrees to apply toward payment of the layaway price for items the seller agrees to take from the buyer in exchange for the merchandise or specific goods which are the subject of the layaway arrangement;
- (4) A schedule stating when deposits, down payments, or part payments are due to the seller in order for the buyer to be considered in compliance with the layaway arrangement;
- (5) Except as limited by divisions (A)(6) and (8) of this section, the conditions under which any deposits, down payments, or part payments are refundable;
- (6) A guarantee that if the buyer breaches the layaway arrangement, he is entitled to purchase other merchandise or specific goods from the seller equal in price to the total amount the buyer paid to the seller as of the date of the breach in deposits, down payments, or part payments for the merchandise or specific goods which are the subject of the breached layaway arrangement and that if no



merchandise or specific goods are available which the buyer desires to purchase, the seller shall refund to the buyer the amount paid by the buyer in deposits, down payments, and part payments for the merchandise or specific goods according to the terms of the contract, provided that the contract shall not contain any term which permits the seller to retain more than fifty per cent of the total amount of deposits, down payments, or part payments made by the buyer;

(7) Any reasonable charges the seller may add to the layaway price, such as delivery or storage charges, and the conditions under which the charges are assessed to the buyer;

(8) A provision that if the buyer cancels the contract by giving written notice of cancellation to the seller within five days after entering into the layaway arrangement, the seller shall refund the total amount paid by the buyer in deposits, down payments, and part payments for the merchandise or specific goods which are the subject of the layaway arrangement;

(9) A provision that the buyer may cancel the contract by giving written notice of cancellation to the seller at any time. Upon receipt of this notice, the seller shall consider the layaway arrangement terminated and shall provide a refund to the buyer in accordance with the contract, this section, and section 1317.23 of the Revised Code.

(B) If a contract for sale at retail is a layaway arrangement required to be evidenced by a written contract under division (A) of this section and if that layaway arrangement is not evidenced by a written contract that complies with this section, the layaway arrangement is governed by section 1317.21 of the Revised Code.