



Ohio Revised Code

Section 1345.23 Written agreement or offer to purchase.

Effective: April 6, 2017

Legislation: Senate Bill 227 - 131st General Assembly

(A) Every home solicitation sale shall be evidenced by a written agreement or offer to purchase in the same language as that principally used in the oral sales presentation and shall contain the name and address of the seller. The seller shall present the writing to the buyer and obtain the buyer's signature to it. The writing shall state the date on which the buyer actually signs. The seller shall leave with the buyer a copy of the writing which has been signed by the seller and complies with division (B) of this section.

(B) In connection with every home solicitation sale:

(1) The following statement shall appear clearly and conspicuously on the copy of the contract left with the buyer in bold-face type of the minimum size of ten points, in substantially the following form and in immediate proximity to the space reserved in the contract for the signature of the buyer: "You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right."

(2) A completed form, in duplicate, captioned "notice of cancellation", shall be attached to the contract signed by the buyer and be easily detachable, and shall contain in ten-point, bold-face type, the following information and statements in the same language as that used in the contract:

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 ten 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 as good 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 twenty days of the date 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 the contract.

To cancel this transaction, mail, with return receipt requested, or deliver, in person or manually, a signed and dated copy of this cancellation notice or any other written notice of cancellation, or send notice by facsimile transmission or electronic mail, to _____ (Name of seller), at _____ (address, electronic mail address, or facsimile number of seller's place of business) not later than midnight of _____ (Date)

I hereby cancel this transaction.

Date

(Buyer's signature)



(3) Before furnishing copies of the notice of cancellation to the buyer, the seller shall complete both copies by entering the name of the seller, the address, electronic mail address, or facsimile number of the seller's place of business, the date of the transaction which is the date the buyer signed the contract and the date, not earlier than the third business day following the date of the transaction, by which the buyer may give notice of cancellation.

(4) A home solicitation sales contract which contains the notice of buyer's right to cancel and notice of cancellation in the form and language provided in the federal trade commission's trade regulation rule providing a cooling-off period for door-to-door sales shall be deemed to comply with the requirements of divisions (B)(1), (2), and (3) of this section with respect to the form and language of such notices so long as the federal trade commission language provides at least equal information to the consumer concerning the consumer's right to cancel as is required by divisions (B)(1), (2), and (3) of this section.

(C) Until the seller has complied with divisions (A) and (B) of this section the buyer may cancel the home solicitation sale by delivering to the seller by certified mail, return receipt requested, personal or manual delivery, facsimile transmission, or electronic mail, written notice to the seller of the buyer's intention to cancel. The three-day period prescribed by section 1345.22 of the Revised Code begins to run from the time the seller complies with divisions (A) and (B) of this section.

(D) In connection with any home solicitation sale, no seller shall:

(1) Include in any home solicitation sales contract, any confession of judgment or any waiver of any rights to which the buyer is entitled under this section, including specifically the buyer's right to cancel the sale in accordance with this section.

(2) Fail to inform each buyer orally, at the time of signing the contract for the goods or services, of the buyer's right to cancel.

(3) Misrepresent in any manner the buyer's right to cancel.



(4) Fail or refuse to honor any valid notice of cancellation by a buyer and within ten business days after receipt of such notice to:

(a) Refund all payments made under the contract or sale;

(b) Return any goods or property traded in, in substantially as good condition as when received by the seller;

(c) Cancel and return any note, negotiable instrument, or other evidence of indebtedness executed by the buyer in connection with the contract or sale and take any action necessary or appropriate to reflect the termination of any security interest or lien created under the sale or offer to purchase.

(5) Negotiate, transfer, sell, or assign any note or other evidence of indebtedness to a finance company or other third party prior to midnight of the fifth business day following the day the contract for the goods or services was signed.

(6) Fail to notify the buyer, within ten business days of receipt of the buyer's notice of cancellation, whether the seller intends to repossess or abandon any shipped or delivered goods.