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AN ACT PROVIDING CONSUMER PROTECTIONS TO PURCHASERS OF OUTDOOR WOOD-BURNING FURNACES.				

NUMBER OF HITS: 25 ▶

General Assembly

Substitute Bill No. 779

***January Session,
2009***

* _____SB00779ENV___050609_____*

AN ACT PROVIDING CONSUMER PROTECTIONS TO PURCHASERS OF OUTDOOR ◀ WOOD ▶-BURNING ◀ FURNACES ▶.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2009*) (a) As used in this section:

- (1) "Business day" means any day except a Sunday or a legal holiday.
 - (2) "Buyer" means a person who enters into, or receives the benefit of, a contract for an outdoor
◀ wood ▶-burning ◀ furnace ▶.
 - (3) "Outdoor ◀ wood ▶-burning ◀ furnace ▶" means an accessory structure or appliance designed to be located outside living space ordinarily used for human habitation, and designed to transfer or provide heat, via liquid or other means, through the burning of wood to heat (A) spaces other than where such structure or appliance is located, (B) any other structure or appliance on the premises, or (C) domestic, swimming pool, hot tub or jacuzzi water. "Outdoor ◀ wood ▶-burning ◀ furnace ▶" does not include a fire pit, ◀ wood ▶-fired barbecue or chiminea.
 - (4) "Seller" means a person who sells outdoor ◀ wood ▶-burning ◀ furnaces ▶.
- (b) Every contract for an outdoor ◀ wood ▶-burning ◀ furnace ▶ shall provide that such contract may be cancelled not later than three business days after the date of receipt by the buyer of a copy of the contract, by written notice delivered by certified or registered United States mail to the seller or the seller's agent, at an address which shall be specified in the contract. Cancellation shall be without liability on the part of the buyer, except for the fair market value of services actually received by the buyer, and the buyer shall be entitled to a refund of the entire consideration paid for the contract, if any, less the fair market value of the services already actually received by the buyer. Such right of cancellation shall not be affected by the terms of the contract and may not be waived or otherwise surrendered.
- (c) A copy of the contract shall be delivered to the buyer at the time the contract is signed. All contracts shall be in writing and signed by the buyer, shall designate the date on which the buyer actually signs the contract, shall identify the address of the location at which the buyer

entered into the contract and shall contain a statement of the buyer's rights which complies with this subsection. The statement shall: (1) Appear in the contract under the conspicuous caption: "BUYER'S RIGHT TO CANCEL", and (2) read as follows:

"If you wish to cancel this contract, you may cancel by mailing a written notice by certified or registered mail to the address specified below. The notice must say that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to: (Insert name and mailing address for cancellation notice)."

(d) At the time the contract is signed, the seller shall provide an informational sheet to the buyer, developed by the Commissioner of Consumer Protection, in consultation with the Commissioner of Environmental Protection, on outdoor ◀ **wood** ▶-burning ◀ **furnaces** ▶. The seller shall obtain the buyer's acknowledgement of receipt, including date of receipt, of such informational sheet on a form prescribed by the Commissioner of Consumer Protection. The seller shall keep such signed acknowledgement for a period of two years from the date a contract for an outdoor ◀ **wood** ▶-burning ◀ **furnace** ▶ is signed and shall make such signed acknowledgement available for ◀ **inspection** ▶ by a representative of the Department of Consumer Protection upon request.

(e) If a seller materially violates the provisions of this section, the buyer of an outdoor ◀ **wood** ▶-burning ◀ **furnace** ▶ shall have the right to cancel the contract and a right of action against the seller for recovery of three times the amount actually paid to the seller under the contract. In addition to any judgment awarded to the buyer, the court may allow reasonable attorney's fees.

(f) A violation of this section shall be deemed an unfair or deceptive trade practice under [subsection \(a\) of section 42-110b](#).

(g) Any person who violates any provision of this section shall be deemed to have committed an infraction and shall be fined not more than ninety dollars. Each day a violation occurs shall be a separate violation.

(h) The provisions of this section shall be enforced by the Commissioner of Consumer Protection.

(i) Nothing in this section shall be construed to affect any power or authority of the Commissioner of Environmental Protection to enforce any statute or regulation that may be applicable to ◀ **wood** ▶-burning ◀ **furnaces** ▶ or to the emissions from such ◀ **furnaces** ▶.

Statement of Legislative Commissioners:

In the second line of section (d) "to the buyer" was added for clarity. Section 2 and 3 designations were removed and subsection designations and references were changed accordingly for clarity.

This act shall take effect as follows and shall amend the following sections:

Section 1	<i>October 1, 2009</i>	New section
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GL *Joint Favorable Subst.*

JUD *Joint Favorable*

ENV *Joint Favorable*

This is an unofficial version of the legislative text. Some format and non-substantive changes have been made to the text to facilitate linking to statutes.