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Home Solicitation Sales

What Is A Home Solicitation Sale?

A home solicitation sale is a sale of consumer goods or services in which the seller personally solicits the sale at your home, and you agree to buy at your home or somewhere other than the seller's place of business. It includes telephone calls from the seller and may include instances when the seller is responding to your invitation to come to your home.

What Are Consumer Goods Or Services?

Consumer goods or services are those purchased, leased or rented, for personal, family or household purposes. In other words, most anything you buy. It also includes courses, instruction or training. Consumer goods or services do not include land, securities, commodities, insurance, automobile-related goods or services or property sold at auction.

What Is Not A Home Solicitation Sale?

A home solicitation sale does not include transactions:

a) Made entirely by phone or mail and initiated by you, the buyer;

b) Made after earlier negotiations at the seller's place of business;

c) Initiated by you, the buyer, where the seller has a fixed place of business in the state, such as a store;

d) When you contact the seller to buy goods or services that you need to meet an immediate personal emergency, and you give up the right to cancel; or

e) When you ask the seller to visit your home to repair or maintain your personal property. However, if the seller sells you anything other than replacement items, it may be a covered transaction; or

f) You are given the right of rescission by the Consumer Credit Protection Act.

Does The Amount Of The Home Solicitation Sale Affect My Rights?

Yes. The total purchase price must be $25 or more for you to be protected by Ohio's Home Solicitation Sales Act.

What is Ohio's Home Solicitation Sales Act?

This law gives you the right to cancel the sale within 3 business days. Only Sundays and holidays are not business days. If the seller violates this Act, you have the right to sue the seller and either cancel the sale or recover 3 times the amount of actual damages or $200, whichever is greater. In addition, if you successfully sue the seller, you may also be reimbursed for reasonable attorney's fees, court costs, and up to $5,000 in non-economic damages. If you decide to accept a cure offer from the supplier after you have filed a claim against them, you are entitled up to $2,500 in

reasonable attorney's fees, the court costs for filing the claim, and whatever monetary remedy the supplier offers.

What Paperwork Should I Receive When I Purchase Something Through A Home Solicitation Sale?

Every home solicitation sale must include a written agreement stating the name and address of the seller and must be dated and signed by the buyer and seller, with a copy given to you. Also, the agreement must contain a statement telling you that you may cancel the sale before midnight of the 3rd business day after the date of the sale. A detachable completed notice of cancellation in the same language, plus a copy, must be attached to the contract.

The notice tells you your rights, obligations and duties in case you cancel the sale. The notice must contain the date by which you can cancel the sale and not be responsible for the contract. If the seller does not include this notice, the 3-day period does not begin to run, and you can still cancel the sale after the 3-day period is over. In addition to the written notice, the seller must verbally inform you of your right to cancel.

If I Decide To Cancel The Contract, What Should I Do?

You must sign and deliver the written notice of cancellation to the seller at the address stated in the agreement, within 3 business days from the date on the contract. If you mail the notice of cancellation, the cancellation of the sale goes into effect on the postmark date. Be sure to get a receipt called "proof of mailing" from the Post Office.

If you hand-deliver the notice to the seller or the seller's address, the sale is canceled on the day you deliver it. Simply telling the seller you want to cancel does not cancel the contract. You must put your notice of cancellation in writing.

After Cancellation, if I Made A Down Payment Or A Trade-In, Can I Get My Money Or My Goods Back?

Yes. The seller must return all down payments and goods received within 10 business days. The seller cannot charge you a cancellation fee, must give you a full refund and must return any goods or property that you traded in. If your goods are not returned, you may choose to accept cash value that is equal to the trade-in allowance stated in the agreement.

If I Have Canceled The Contract, What Do I Do With The Seller's Goods?

Within 10 business days of your notice of cancellation, the seller must let you know whether they intend to pick up or abandon any goods delivered to you. If the seller demands that you return the goods, you must make them available at your home so the seller can claim them. If the seller does not pick them up within 20 days of your notice of cancellation, the goods then belong to you. If the agreement required the seller to provide services, the seller should not begin while you can cancel. If the seller does provide services and you rightfully cancel, you do not have to pay for those services.

What Happens If I Do Not Follow The Requirements Of Cancellation?

If you do not properly follow the requirements in the notice of cancellation you received, the contract has not been cancelled, and you must still pay the seller. You may have other rights under the law which may release you from the contract. If you have any questions, you should see an attorney.

What Should I Be Careful Of When A Home Solicitor Contacts Me?

a) Do not expect to get something for nothing.
b) Do not discuss your personal finances.
c) Do not draw cash out of a bank at the suggestion of a stranger.
d) Make sure there is a written purchase agreement and that you get a copy of it.
e) Make sure that you receive the 3-day notice of cancellation form.
f) For home improvements, get at least three estimates.
g) Contact your local Better Business Bureau or search the Ohio Attorney General's consumer complaints for any filed against this solicitor.
h) Ask the seller for references.
i) Do not give your credit card number to telephone solicitors when you did not call them.
j) Do not allow yourself to be pressured into purchasing an item or service.

What About Hearing Aids?

There is a special law for hearing aids. Regardless of where they were purchased, hearing aids bought from doctors, audiologists, and hearing aid dealers and fitters, may be returned for any reason within 30 days of original delivery, if returned undamaged and with proof of purchase. The 30-day period does not include any time that the seller has possession of the hearing aid after the original delivery, such as for time spent making adjustments or repairs.

If returned within 30 days, sellers must refund, within 15 days of the return, the full purchase price minus an amount to cover the actual expenses in connection with the hearing aid. Sellers are required to notify you of these provisions and give you a legal form explaining your rights and the amount that will be deducted for expenses incurred.

Pro Seniors helps older Ohioans solve legal and long-term care problems and fight Medicare fraud. Our Legal Helpline provides free legal information and advice for Ohio residents aged 60 and older.
This fact sheet provides general information, not legal advice. The law is complex and changes frequently. Before you apply this information to a particular situation, call Pro Seniors' free Legal Helpline or consult an attorney in elder law.

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