

DOOR-TO-DOOR SALES: KNOW YOUR CONSUMER RIGHTS!

CPT Nicholas Larson, Legal Assistance Attorney

Published 5 April 2012

A young couple walked into my office last week with a single-page service contract for home repairs. A salesperson knocked on the door of their home in Spring Lake and asked if their roof sustained damage during a recent thunderstorm in the area. The couple hadn't noticed a leak or any missing shingles but the salesperson told them he already visited three dozen homes in the area and discovered most roofs have some degree of water damage. The salesperson offered to arrange an inspection for water damage at a later date. The couple obliged and signed the service contract.

Sound familiar? This door-to-door sales pitch happens several hundred times a year in the Fort Bragg community. This is not to say every door-to-door salesperson is an unsavory character hoping to make a quick buck. However, the North Carolina Attorney General's Office regularly tracks door-to-door sales transactions and recently noted several fraudulent door-to-door sales companies and charitable organizations in the area. This article will provide some helpful tips for your next encounter with a door-to-door salesperson.

First, if you answer the door to find a salesperson standing on the doorstep, ask for their identification. Ensure the identification provided is authentic and, if possible, ask for a State I.D. such as a Driver's License. Do not allow the salesperson into your home until you verify their identity and have someone else present.

Second, do not sign a contract or give the salesperson cash or credit card information until you call the Consumer Protection Division at the North Carolina Attorney General's Office (1-877-5-NOSCAM) and determine if the sales pitch is a fraud.

Third, ask questions and carefully read any documents before you sign a contract. Always take the time to read the contract and any other documents provided to make sure you're fully aware of what you're signing. Do not be pressured to sign before you are comfortable with and understand the terms of the contract.

Look at the signature line of the contract. There should be a statement near the signature line that reads in substantially the following form: "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 form for an explanation of this right." You should also see a separate document titled "Notice of Cancellation." These disclosures are required under the Consumer Protection Act and the North Carolina Retail Installment Sales Act. A sales company's failure to provide these disclosures to you, the consumer, may evidence unfair and deceptive trade practices and you should not sign their contract.

If you sign a door-to-door contract and you then change your mind, in North Carolina and most other states, you have an absolute right to cancel most door-to-door contracts within three (3) business days, even if you signed the contract or tendered cash or a check for the item. To

cancel, you must notify the business *in writing* of your intent to cancel the contract. Sundays and holidays are not considered business days. Send the cancellation notice to the address listed on the contract by registered mail, first class. If you have a smart phone, take a picture of yourself mailing the letter and note the time stamp. Like anything in the Army, keep 10 copies of the cancellation notice, contract and ancillary documents so you can later prove delivery of the notice.

Armed with this useful information, you should feel more prepared for your next encounter with a door-to-door solicitor. If you already signed a door-to-door contract or would like more information about door-to-door solicitation, please don't hesitate to contact the XVIII Airborne Corps Legal Assistance Office.