

## **RULES & REGULATIONS RELATING TO THE HOME SERVICES BUSINESS**

BY VIRTUE OF THE AUTHORITY VESTED IN ME UNDER THE PROVISIONS OF THE NASSAU COUNTY ADMINISTRATIVE CODE, TITLE D-16 §21-25.7, I, AS COMMISSIONER OF THE NASSAU COUNTY DEPARTMENT OF CONSUMER AFFAIRS, HEREBY PROMULGATE THE FOLLOWING REGULATIONS RELATING TO PERSON ENGAGED IN THE HOME SERVICES BUSINESS.

### **REGULATIONS**

#### **1. Home Service Contracts.**

(a) Every home service contract shall be evidenced in writing signed by all parties to the contract.

(b) All addendums to the contract must also be in writing signed by all parties.

(c) Any memorandum, agreement or contract furnished by a contractor to a customer shall carry said contractor's name, office address, telephone number and Nassau County license number legibly printed or stamped thereon. In addition, there shall appear on such form the name of the salesman, if such exists, legibly printed thereon.

(d) Contract provisions and addendums to the contract must specify the work to be performed, the materials to be supplied to the customer, including brand names, colors, dimensions, model numbers or any other identifying information, and the final price for the labor and materials.

#### **2. Use of License Number and Company Name.**

(a) All display advertising and promotional literature shall contain the licensee's license number as printed on the license.

(b) All display advertising and promotional literature shall contain the licensee's full company name as printed on the license.

© No contractor shall permit his/her license and/or license number to be used by another.

#### **3. Commercial Practices.**

(a) Representations and illustrations of products or services offered to the public shall be accurately represented in all advertisements or descriptive material.

(b) Materials to be furnished shall be accurately described.

(c) Installation Charge. If installation is to be extra, the advertisement shall make such fact known.

(d) Delivery Charges. If there is to be a delivery charge, advertisements or representations shall make such fact known.

(e) Warranty or Guarantee. Where reference is made to a warranty or guarantee, such warranty or guarantee shall be clearly disclosed including the subject of the warranty or guarantee and the terms and requirements, if any.

(f) Price Reductions. All references to a price reduction or savings must be based on the usual and customary selling price of the item in the regular course of business. Such statements or representations shall not be based upon fictitious prices or infrequently used prices.

(g) Pricing. Where a price is quoted which does not include cost for labor, parts or accessories necessary for the proper functioning or appearance of a product or service, then said extra cost shall be prominently noted in conjunction with the price quoted. (e.g. "necessary accessories at extra cost.")

4. **Lost or Misplaced Licenses.**

Any contractor who should misplace or lose his/her Home Service Business license shall immediately file an affidavit of such loss with the Office of Consumer Affairs.

5. **Age Qualification.**

In order to obtain a Home Service Business License from the Nassau County Office of Consumer Affairs, the applicant must be eighteen (18) years of age.

6. **Cooling off Period.**

(a) Pursuant to and in accordance with Section 21-25.9(13) you, the contractor, must furnish the buyer with a fully completed receipt or copy of any contract pertaining to such sale at the time of its execution, which is in the same language, e.g. Spanish, as that principally used in the oral sales presentation and which shows the date of the transaction and contains the name and address of seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used and in **BOLD FACE** type of a minimum size of ten (10) points, a statement 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."

(b) You must furnish each buyer, at the time he signs the contract or otherwise agrees to buy services from the seller, a completed form in triplicate, captioned "NOTICE OF CANCELLATION", which shall be attached to the contract or receipt and easily detachable, and which shall contain in ten (10) point **BOLD FACE** type the following information and statements in the same language, e.g. Spanish, as that used in the contract. That the buyer has read this "NOTICE OF CANCELLATION" must be acknowledged by his/her signature thereon. One (1) copy to be retained by contractor.

(c) In no such event shall contractor begin work or deliver goods prior to three days from the signing of this agreement unless the buyer furnishes the contractor with a separate dated and signed personal statement describing a situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel within three (3) business days.

7. **Completion Date.**

Every home service contract shall provide for a completion date on which date all labor, services and materials to be furnished and performed is to be completed and in no event shall such work be completed any later than thirty (30) days after said contract completion date.

8. **Notice of Cancellation.**

Section 21-25.11 supersedes any language modifying or changing this provision which may appear in any agreement between the contractor and buyer.

**SAMPLE FORMAT**

I have read and received this Notice.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date of Transaction

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**NOTICE OF CANCELLATION**

**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 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.**

**TO CANCEL THIS TRANSACTION, MAIL CERTIFIED, RETURN RECEIPT REQUESTED, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO (Name of Seller), AT (Address of Seller's place of business) NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.  
(DATE)**

**I HEREBY CANCEL THIS TRANSACTION**

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(Buyer's Signature)

## **RULES**

**Rule 10:** All home service contracts shall contain the printed, legible name of the representative of the licensed home service contractor below the signature of such representative.

**Rule 11:** A copy of the Nassau County Home Service Business License must be available for presentation at all job sites and a copy must be in each vehicle at all times.

**Rule 12:** All contractors must supply to the homeowner at the time of contracting a copy of the insurance policy information showing insurance coverage during the contract period in the name of the contractor and the insurance company name, address and telephone number.

**Rule 13:** All contractors shall submit proof of insurance to the Office of Consumer Affairs for the second year of the license and containing the license number and expiration date of the license on the form or on an attached cover letter.

**Rule 14:** All contractors must disclose to the homeowner on their contracts whether or not they use subcontractors. They must supply the names and license numbers of their subcontractors to the homeowner at the time of contracting.