

NOTICE

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CHAPTER 725
Home Solicitation Sales and Peddling

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CROSS REFERENCES

Power to regulate – see ORC 715.61 et seq.
Charitable solicitations – see ORC 1716

725.01 DEFINITIONS.

As used in this chapter:

- (a) "Home solicitation sales" means a sale of goods or services by cash or credit in which the seller, his representative or a person acting for him, solicits and consummates a sale of goods or services at the home or residence of the buyer. Home solicitation sales include those solicitations and sales made as a result of unsolicited contacts at the home or residence and also those sales made at the home as the result of appointments solicited by the seller by telephone but does not include sales solicited by the buyer in person, by telephone or mail.
- (b) "Goods" includes all personal property and also includes chattels, fixtures and goods which at the time of sale or subsequently are so affixed to realty as to become part thereof whether or not separable therefrom.
- (c) "Services" means work, labor and services of any kind performed in conjunction with a sale, but not including services for which the prices charged are required by law to be established and regulated by the Federal Government, the State, the City or the County nor applicable to any public utility.

(Ord. 2263-71. Passed 5-11-71.)

725.02 APPLICATION.

Every home solicitation sale made in the City for which the total contracted price is twenty-five dollars (\$25.00) or over for all sales made to the residents of a household during a calendar day of twenty-four hours shall be subject to the provisions of this Chapter. (Ord. 2263-71. Passed 5-11-71.)

725.03 CANCELLATION PROVISIONS.

(a) In addition to any right otherwise to revoke an offer or cancel a contract, the buyer or seller in a home solicitation sale may revoke an offer or promise to purchase, cancel a contract, or rescind a consummated sale and purchase until midnight of the third calendar day after the day on which the buyer signs an agreement or offer to purchase, signs a contract to purchase, consummates a sale and purchase or receives possession of the goods, unless the seller is not open for business any of the three days, in which case an additional day shall be allowed.

(b) Cancellation occurs when the buyer gives written notice of cancellation to the seller at the address stated in the agreement, contract or offer to purchase. Notice of cancellation given by the buyer need not take any particular form and is sufficient if it indicates by any form of written expression the intention of the buyer not to be bound by the home solicitation sale.

(c) Notification by mail shall be considered given at the time mailed, notification by telegram shall be considered given at the time filed for transmission; and notification by other writing shall be considered given at the time delivered to the creditor's designated place of business.

(d) The buyer may not cancel a home solicitation sale if the seller in good faith makes a substantial performance of "services" before the buyer gives notice of cancellation, and in the case of "goods", that the goods cannot be returned to the seller in substantially as good condition as when received by the buyer.

(e) If goods are to be returned to the seller, the buyer shall tender delivery thereof at the location where the seller made delivery to the buyer. If the seller or creditor does not take possession of the property within ten days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it, provided the buyer has afforded to the seller reasonable time and access to take possession.

(f) The right to cancel granted herein may not be waived by the parties either by express or implied agreement. Except as provided in subsection (d) hereof, receipt of goods or services shall not be construed as affecting the right to cancel in any way. (Ord. 2263-71. Passed 5-11-71.)

725.04 SOLICITATION STATEMENT.

In a home solicitation sale, unless the goods or services are provided as set forth in Section 725.03(d), the seller must present to the buyer and obtain his signature to a written agreement or offer to purchase, which designates as the date of the transaction the date on which the buyer actually signs, and contains a statement of the buyer's rights which complies with the provisions of this chapter. This statement must appear in, on or be attached to the agreement or offer to purchase under the conspicuous caption: "Buyer's Right to Cancel". The statement shall read substantially as follows:

“If this agreement or contract was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing or delivering a written notice to the seller. This notice must say that you do not want the goods or service and must be mailed, telegraphed or delivered before midnight on the third business day after you sign this agreement. This notice must be mailed, telegraphed or delivered to: (insert name and mailing address of seller). If you cancel, this transaction is automatically void, and you are entitled to receive a refund of any partial or total payment, trade-in or other consideration. You must tender to the seller, the goods, at the place where you received them, or any part thereof, delivered to you in this transaction”. (Ord. 2263-71. Passed 5-11-71.)

725.05 SELLER'S RETURN AFTER CANCELLATION.

Except as provided in this section, within ten days after a buyer has canceled a home solicitation sale provided herein, the seller must tender at the location where the contract was signed, the contract or agreement, deposit, partial or total payment, trade-in or any consideration whatsoever made in addition to the payment and any note or other evidence of indebtedness. (Ord. 2263-71. Passed 5-11-71.)

725.06 EFFECT OF CANCELLATION.

When a buyer exercises his right to cancel as provided in this chapter, he is not liable for any finance or other charges and any security interest shall become void upon such a cancellation. (Ord. 2263-71. Passed 5-11-71.)

725.99 PENALTY.

(a) Whoever violates any provision of this chapter for which no penalty is otherwise provided shall be fined not more than three hundred dollars (\$300.00) or imprisoned not more than ninety days or both. (Ord. 2263-71. Passed 5-11-71.) (Ord. 4228-14. Passed 5-13-14.)