

Prime Time Heating and Cooling

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Effective 06/01/2015

To Our Valued Customers,

Thank you for choosing Prime Time Heating and Cooling for the installation of your new HVAC unit. Please review and sign acknowledging you have been provided with a copy of the right to cancel as attached by the federal and state governments.

Customer Signature: _____ Date: _____

Email Address: _____

A copy of this form will be emailed for your records. Thank you for your cooperation.

Prime Time Heating and Cooling LLC

Federal Law:

Protections for In-Home Purchases: The Cooling-Off Rule

Related Items

- Shopping Online
- Comparing Products Online

If you buy something at a store and later change your mind, you may not be able to return the merchandise. But if you buy an item in your home or at a location that is not the seller's permanent place of business, you may have the option. The Federal Trade Commission's (FTC's) Cooling-Off Rule gives you three days to cancel purchases of \$25 or more. Under the Cooling-Off Rule, your right to cancel for a full refund extends until midnight of the third business day after the sale.

The Cooling-Off Rule applies to sales at the buyer's home, workplace or dormitory, or at facilities rented by the seller on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants. The Cooling-Off Rule applies even when you invite the salesperson to make a presentation in your home.

Under the Cooling-Off Rule, the salesperson must tell you about your cancellation rights at the time of sale. The salesperson also must give you two copies of a cancellation form (one to keep and one to send) and a copy of your contract or receipt. The contract or receipt should be dated, show the name and address of the seller, and explain your right to cancel. The contract or receipt must be in the same language that's used in the sales presentation.

Some Exceptions

Some types of sales cannot be canceled even if they do occur in locations normally covered by the Rule. The Cooling-Off Rule does not cover sales that:

- are under \$25;
- are for goods or services not primarily intended for personal, family or household purposes. (The Rule applies to courses of instruction or training.);
- are made entirely by mail or telephone;
- are the result of prior negotiations at the seller's permanent business location where the goods are sold regularly;
- are needed to meet an emergency
- are made as part of your request for the seller to do repairs or maintenance on your personal property (purchases made beyond the maintenance or repair request are covered).

Also exempt from the Cooling-Off Rule are sales that involve:

- real estate, insurance, or securities;
- automobiles, vans, trucks, or other motor vehicles sold at temporary locations, provided the seller has at least one permanent place of business;

- arts or crafts sold at fairs or locations such as shopping malls, civic centers, and schools.

How to Cancel

To cancel a sale, sign and date one copy of the cancellation form. Mail it to the address given for cancellation, making sure the envelope is post-marked before midnight of the third business day after the contract date. (Saturday is considered a business day; Sundays and federal holidays are not.) Because proof of the mailing date and proof of receipt are important, consider sending the cancellation form by certified mail so you can get a return receipt. Or, consider hand delivering the cancellation notice before midnight of the third business day. Keep the other copy of the cancellation form for your records.

If the seller did not give cancellation forms, you can write your own cancellation letter. It must be post-marked within three business days of the sale.

You do not have to give a reason for canceling your purchase. You have a right to change your mind.

If You Cancel

If you cancel your purchase, the seller has 10 days to:

- Cancel and return any promissory note or other negotiable instrument you signed;
- refund all your money and tell you whether any product you still have will be picked up; and
- return any trade-in.

Within 20 days, the seller must either pick up the items left with you, or reimburse you for mailing expenses, if you agree to send back the items.

If you received any goods from the seller, you must make them available to the seller in as good condition as when you received them. If you do not make the items available to the seller - or if you agree to return the items but fail to - you remain obligated under the contract.

Problems

You may file a complaint with the FTC related to the Cooling Off Rule or other consumer matters online or by calling 1-877-FTC-HELP. The Rule's complete name and citation are: Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations; 16 CFR Part 429.

You also may wish to contact a consumer protection office in your city, county, or state. Some state laws give you even more rights than the FTC's Cooling-Off Rule, and some local consumer offices can help you resolve your complaint.

In addition, if you paid for your purchase with a credit card and a billing dispute arises about the purchase (for example, if the merchandise shipped was not what you ordered), you can notify the credit card company that you want to dispute the purchase. Under the Fair Credit Billing Act, the credit card company must acknowledge your dispute in writing and conduct a reasonable investigation of your problem. You may withhold payment of the amount in

dispute, until the dispute is resolved. (You are still required to pay any part of your bill that is not in dispute.) To protect your rights under the Fair Credit Billing Act, you must send a written notice about the problem to the credit card company at the address for billing disputes specified on your billing statement within 60 days after the first bill containing the disputed amount is mailed to you.

If the 60-day period has expired or if your dispute concerns the quality of the merchandise purchased, you may have other rights under the Act. If you have questions about the Fair Credit Billing Act, see the FTC's brochure, Fair Credit Billing, or order a free copy by writing to: Consumer Response Center, Federal Trade Commission, Washington, DC 20580.

This article was previously available as The Cooling-Off Rule: When and How to Cancel a Sale.

State Law:

You are protected by Michigan's HSSA when:

- The solicitation for the sale was initiated by the seller, through a personal, written, or telephone contact;
- The solicitation was received at your home (this includes mail or telephone calls, but not newspaper ads);
- Your agreement to purchase (contract) was given to the salesperson at your home, AND
- The goods or services purchased are worth more than \$25.

The Federal Trade Commission has a similar provision: FTC Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations, 16 CFR 429.

Three Day Cancellation Rule 2 - The Gift Promotion Act

Under Michigan's Gift Promotion Act consumers also have three business days to cancel a contract if they have a change of heart when:

- The seller offers anything worth \$25.00 or more in exchange for attending a sales presentation; and
- The buyer purchases goods, services, or memberships whose value equals or exceeds \$500.00.

Three Day Cancellation Rule 3 - Home Equity Loans (Not for Construction)

Under the Federal Truth in Lending Act, consumers also have a three-day right to change their mind after they enter into:

- A loan for personal, household or family purposes; AND
- A lien or security interest is placed on the consumer's principal dwelling to secure payment.

If both of these conditions apply and the loan will not be used to purchase or construct a home, then the contract you entered is probably covered by the Federal Truth in Lending Act. This Act is complex and it is recommended that you consult your own lawyer to discuss

your particular circumstances and how to provide notice of cancellation.

One Day Cancellation Rule - Home Construction Loans

Under Michigan's Home Improvement Finance Act, you may have ONE day - until 5:00 p.m. of the next business day after signing the contract, to be precise - if:

- The contract is for home improvement; and
- The consumer agrees to make payments over time to the contractor.

This Act is also complex and consulting your own lawyer to discuss your particular circumstances is suggested.

WHAT TO DO IF YOUR TRANSACTION IS COVERED BY A CANCELLATION RULE

1. Read your contract thoroughly. Merchants are required to provide written notice in the contract that you have a right to cancel and explain what you must do in order to provide notice of your decision to cancel. If this information is not provided, then the length of time to cancel may be extended.

2. Exercise your right to cancel in the manner required under the law that applies.

a. Under the HSSA or Gift Promotion Act:

- Mail or deliver written notice of your election to cancel within 3 business days from the date that you signed the contract, to the address provided by the seller.
- The seller must return any payment made by the buyer within ten days after cancellation. In a sale that is covered by the HSSA, the seller has twenty days after cancellation to demand return of any goods already delivered. If the seller fails to make a timely demand for the return of goods, they become the property of the buyer, without obligation.

b. Under the Home Improvement Finance Act:

- Send written notice of your election to cancel by certified mail by no later than 5:00 on the next business day after signing the contract, to the address provided by the merchant.

3. If the contract does not tell you of your right to cancel.

- Send certified and regular mail to the seller giving notice that you wish to cancel (be sure to put your return address on the envelope and retain a copy of the notice and proof of mailing.)

HOW TO CONTACT THE ATTORNEY GENERAL'S CONSUMER PROTECTION DIVISION

Consumers may contact the Attorney General's Consumer Protection Division

at: Consumer Protection Division P.O. Box 30213 Lansing,
MI 48909 517-373-1140 Fax: 517-241-3771 Toll free: 877-765-
8388 www.michigan.gov/ag (online complaint form)