

preparation of the body; other professional services; and a statement of all anticipated cash advances and expenditures.

Subd. 2. REQUIRING RETAIL PRICE OF CASKET TO BE DISPLAYED. Every funeral director or operator who offers a casket for sale shall display the retail price of the casket in a conspicuous place on the casket.

Subd. 3. AUTHORIZING CREMATION OR CALCINATION WITHOUT A CASKET. A person operating a crematory or calcinatory shall not require that human remains be placed in a casket before cremation or calcination or that human remains be cremated or calcinated in a casket or refuse to accept human remains for cremation or calcination for the reason that human remains are not in a casket. This subdivision does not prohibit the requiring of a container or disposal unit to protect the physical health or safety of any individual. The listing of costs statement required in subdivision 1 shall include the following statement for which a charge is made in conspicuously legible print: Minnesota law does not require that remains be placed in a casket before or at the time of cremation.

Subd. 4. PENALTY. Any violation of subdivisions 1 to 3 shall constitute unprofessional conduct within the meaning of section 149.05, subdivision 1, clause (5).

Approved May 21, 1973.

CHAPTER 443—S.F.No.118

[Coded]

An act relating to commerce; home solicitation sales; permitting buyers and lessees of personal property or services to cancel agreements under certain circumstances; and prescribing penalties.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. [325.933] HOME SOLICITATION SALES; DEFINITIONS. Subdivision 1. As used in sections 1 to 6, the terms defined in this section have the meanings given them.

Subd. 2. "Home solicitation sale" means a sale of goods or services, by a seller who regularly engages in transactions of the same kind, purchased primarily for personal, family or household purposes, and not for agricultural purposes, with a purchase price

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of more than \$25, in which the seller or a person acting for him personally solicits the sale, and when the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller, except as otherwise provided in this subdivision. It does not include:

(a) a sale made pursuant to prior negotiations in the course of a visit by the buyer to a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis; or

(b) a sale in which the buyer has initiated the contact and the goods or services are needed to meet a bona fide immediate personal emergency of the buyer and the buyer furnishes the seller with a separate dated and signed statement not furnished by the seller describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale. This exclusion shall only apply where (i) the seller in good faith makes a substantial beginning of performance of the contract before the buyer gives notice of cancellation, and, (ii) in the case of goods, the goods cannot be returned to the seller in substantially as good condition as when received by the buyer; or

(c) a sale in which the buyer has initiated the contact and specifically requested the seller to visit his home for the purpose of repairing or performing maintenance upon the buyer's property. If in the course of such a visit, the seller sells the buyer the right to receive additional services or goods other than replacement parts necessarily used in performing the maintenance or in making the repairs, the sale of those additional goods or services would not fall within this exclusion; or

(d) a sale in which the buyer has initiated the contact either by oral, telephone, or written request (other than on a form provided by the seller), and requested the seller to visit his home for the purpose of negotiating the purchase of the specific good or service requested. This exclusion shall only apply where the buyer furnishes the seller with a separate dated and signed statement in the buyer's handwriting expressly acknowledging and waiving his right to cancel the sale; or

(e) a sale of insurance, securities, or real property; or a sale by public auction.

Subd. 3. "Sale" includes a lease or rental.

Subd. 4. "Seller" includes a lessor or anyone offering goods for rent, or an assignee of the seller.

Subd. 5. "Buyer" includes a lessee or anyone who gives a consideration for the privilege of using goods or services.

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Subd. 6. "Business day" means any day other than a Saturday, Sunday, or holiday as defined in Minnesota Statutes, Section 645.44.

Sec. 2. [325.934] **BUYER'S RIGHT TO CANCEL.**
Subdivision 1. In addition to any other rights the buyer may have, the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the home solicitation sale occurs. Cancellation is evidenced by the buyer giving written notice of cancellation to the seller at the address stated in the agreement or offer to purchase. Notice of cancellation, if given by mail, is effective upon deposit in a mailbox, properly addressed to the seller and postage prepaid. Notice of cancellation need not take a 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.

Sec. 3. [325.935] **WRITING REQUIRED; NOTICE OF RIGHT TO CANCEL; NOTICE OF CANCELLATION.**
Subdivision 1. In a home solicitation sale, at the time the sale occurs, the seller shall:

(a) inform the buyer orally of his right to cancel;

(b) furnish the buyer with a fully completed receipt or copy of a contract pertaining to the sale which shows the date of the transaction, contains the name and address of the 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 points, a statement in substantially the following form:

"You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached notice of cancellation form for an explanation of this right."; and

(c) furnish each buyer a fully completed form in duplicate, captioned, "NOTICE OF CANCELLATION," which shall be attached to the contract or receipt and easily detachable, and which shall contain in bold face type of a minimum size of ten points the following information and statements:

"NOTICE OF CANCELLATION
[enter type of goods or services purchased]
.....
(goods or services)
[enter date of transaction]
.....
(date)

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If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering 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]. If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

.....
(Date)
.....
(Buyer's signature)

Subd. 2. In lieu of the notice of cancellation required by subdivision 1, the seller may provide a notice which conforms to applicable federal law or regulation so long as it provides the information required by subdivision 1. Until the seller has complied with this section the buyer may cancel the home solicitation sale by notifying the seller in any manner and by any means of his intention to cancel.

Sec. 4. [325.936] RETURN OF PAYMENTS OR GOODS. Subdivision 1. Within ten days after a home solicitation sale has been cancelled or an offer to purchase revoked, the seller must tender to the buyer any payments made by the buyer and any note or other evidence of indebtedness. If the down payment includes goods traded in, the goods must also be tendered by the seller in as good condition as when received by the seller. If the seller fails to tender said goods, the buyer may, if he so elects, recover from the seller an amount equal to the trade-in allowance stated in the agreement.

Subd. 2. Until the seller has complied with the obligations imposed by this section, the buyer may retain possession of the goods delivered to him by the seller.

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Subd. 3. Except as provided in subdivision 2, within a reasonable time after a home solicitation sale has been cancelled or an offer to purchase has been revoked, the buyer upon demand must tender to the seller any goods delivered by the seller pursuant to the sale. The buyer is not obligated to tender at any place other than his residence.

Subd. 4. If the seller fails to demand possession of goods within 20 days after cancellation or revocation, the goods become the property of the buyer without obligation to pay for them.

Subd. 5. The buyer has the duty to take reasonable care of the goods in his possession before cancellation or revocation and during the time provided in subdivision 4 for the seller to demand possession, during which time the goods are otherwise at the seller's risk.

Subd. 6. If the seller has performed any services pursuant to a home solicitation sale prior to its cancellation, the seller is entitled to no compensation.

Sec. 5. [325.937] **PENALTIES FOR VIOLATION.** Any person who is found to have violated sections 1 to 4 shall be subject to the penalties provided in Minnesota Statutes, Section 325.907.

Sec. 6. [325.938] **DAMAGES.** Any person injured by a violation of sections 1 to 4 may recover damages, together with costs and disbursements, including reasonable attorneys fees, and receive other equitable relief as determined by the court.

Approved May 21, 1973.

CHAPTER 444—S.F.No.137

An act relating to intoxicating liquor; minimum resale prices; repealing Minnesota Statutes 1971, Sections 340.97 to 340.982.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. **INTOXICATING LIQUOR; MINIMUM RESALE PRICES; REPEAL.** Minnesota Statutes 1971, Sections 340.97, 340.971, 340.972, 340.973, 340.974, 340.975, 340.976, 340.977, 340.978, 340.98, 340.981, 340.9815, and 340.982, are repealed.

Approved May 21, 1973.

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