325F.91 PROHIBITED PRACTICES.

Subdivision 1. **Prohibited rental agreement provisions.** A rental-purchase agreement may not contain a provision:

(1) requiring a confession of judgment;

(2) authorizing a lessor or an agent of the lessor to commit a breach of the peace in the repossession of property;

(3) waiving a defense, counterclaim, or right the lessee may have against the lessor or an agent of the lessor;

(4) requiring the payment of a late charge unless a lease payment is delinquent for more than two business days for a weekly lease or three business days for a monthly lease, and the charge or fee shall not be in an amount more than the greater of five percent of the delinquent lease payment or $3;

(5) requiring a separate payment in addition to lease payments in order to acquire ownership of the property, other than by exercising an early purchase option pursuant to section 325F.93; and

(6) authorizing a lessor to charge a penalty for early termination of a rental-purchase agreement.

Subd. 2. [Repealed, 1995 c 202 art 3 s 22]

Subd. 3. **Delivery charges; security deposits; collection fees.** A lessor may not charge a delivery charge that is greater than $15 for five items or less or $30 for more than five items. A lessor may not charge a security deposit. A lessor may contract for and receive a charge for picking up payments from the lessee if the lessor is required or requested to visit the lessee's dwelling to pick up a payment. In a consumer rental-purchase agreement with payment or renewal dates which are more frequent than monthly, this charge shall not be assessed more than three times in any three-month period. In consumer rental-purchase agreements with payments or renewal options which are at least monthly, this charge shall not be assessed more than three times in any six-month period. A charge assessed pursuant to this subdivision shall not exceed $7. This charge is in lieu of a late charge assessed for the applicable payment period.

History: *1990 c 527 s 8*