

# State of South Dakota

NINETY-FOURTH SESSION  
LEGISLATIVE ASSEMBLY, 2019

400B0378

## SENATE BILL NO. 20

Introduced by: The Committee on Judiciary at the request of the Office of the Attorney General

1 FOR AN ACT ENTITLED, An Act to update certain provisions regarding consumer protection.

2 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

3 Section 1. That subdivision (2) of § 37-24-1 be amended to read:

4 (2) "Business day," any calendar day except Sunday, or the following holidays: New  
5 Year's Day, ~~Washington's Birthday~~, Martin Luther King Day, Presidents' Day,  
6 Memorial Day, Independence Day, Labor Day, ~~Pioneers' Day~~ Native American Day,  
7 Veterans' Day, Thanksgiving Day, and Christmas Day;

8 Section 2. That § 37-24-5.4 be amended to read:

9 37-24-5.4. It is a deceptive act or practice, within the meaning of § 37-24-6, for any seller,  
10 in connection with any door to door sale, to:

11 (1) Fail to furnish each buyer, at the time ~~he~~ the buyer signs the door to door sales  
12 contract or otherwise agrees to buy goods or services from the seller, a completed  
13 form in duplicate, captioned "NOTICE OF CANCELLATION," which shall be  
14 attached to the contract or receipt and easily detachable, and which shall contain in  
15 ten point bold face type the following information:



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NOTICE OF CANCELLATION

(enter date of transaction)

(Date)

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 TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOU 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 INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE

1 CONTRACT.

2 TO CANCEL THIS TRANSACTION, MAIL, OR DELIVER A SIGNED AND  
3 DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER  
4 WRITTEN NOTICE, OR SEND ~~A TELEGRAM~~ AN ELECTRONIC NOTICE, TO  
5 (Name of seller) AT (address of seller's place of business) NOT LATER THAN  
6 MIDNIGHT OF

7 \_\_\_\_\_

8 (Date)

9 I HEREBY CANCEL THIS TRANSACTION.

10 \_\_\_\_\_

11 (Date)

12 \_\_\_\_\_

13 (Buyer's signature)

14 (2) Fail, before furnishing copies of the "~~Notice of Cancellation~~" notice of cancellation  
15 to the buyer, to complete both copies by entering the name of the seller, the address  
16 of the seller's place of business, the date of the transaction, and the date, not earlier  
17 than the third business day following the date of transaction, by which the buyer may  
18 give notice of cancellation.