



Choose wisely by doing your homework and knowing the laws and common scams that take place after a disaster!

What the Law Says

A "home solicitation transaction" takes place whenever a consumer purchases goods or services for more than \$25 payable in cash or installments at a place other than the seller's place of business. The place other than the seller's place of business may be the consumer's home, but it may also be a place that the merchant has rented on a temporary basis, such as a hotel room or convention center.

Under Texas law [Texas Business & Commerce Code Ann., Sec. 601.001 et seq.], the door-to-door seller must advise you orally and in writing that you have a right to cancel the sale within three days. He or she must also give you a contract or receipt stating the date of the sale, the name and address of the merchant, and a statement of your right to cancel the contract which includes the address where you send your cancellation notice. The contract or receipt and the notice of your right to cancel must be in the same language as that principally used in the sales presentation. For example, if the buyer and the salesperson spoke in Spanish during the sale, the contract must be in Spanish.

Canceling a Door-to-Door Sale

If the salesperson provided you with the right forms, to cancel the sale you may simply sign the one titled "notice of cancellation," date it, and mail it back to the seller. To obtain a full refund, you must do this before midnight of the third business day after the sale. Keep a copy of the form.

If the salesperson did not provide a cancellation form, you may still cancel your contract. Because the seller violated the law by not providing the form, you have extra time. But remember, you must cancel in writing. Be sure to keep a copy of the contract and your letter notifying the seller of the cancellation. Of course, the sooner you do this, the better.

After you cancel, the seller has ten business days to refund your money, return any note you may have signed concerning the sale, and return any trade-in items. The seller of the goods must notify you within ten days whether he or she intends to retrieve the goods or abandon them. He or she may not require you to mail or ship the goods back.

If the seller fails to notify you of his or her intention to repossess the goods within twenty days after cancellation, you may not be forced to return the goods at a later date. You are not obligated to return goods to the seller until you have recovered either your money or your agreement to pay money. The seller must restore your property to its original condition if any "improvements" were made to it and you want it restored.

Be Alert for Scams and Rip-offs

Some door-to-door salespeople are selling real products and services, but quite a few are pushing scams. The most important thing to remember is that, when a person comes to your door selling something, you don't know who the person is or where you would be able to find him if the deal goes wrong.

Always ask for a physical address and for references, and then take time to check the information. Businesses in Texas are required to register with the Secretary of State. You can check with the SOS for a physical address or the name of the registered agent of a business. You can also check with the Better Business Bureau.

If you buy from, or contract with, a reputable local business, you can always take the product back or dispute the work done. If you buy from a fly-by-night seller, chances are you'll never see him or her again. Don't put yourself in this position.

Don't be pushed into signing a contract or giving your money to a salesperson unless you're sure you want the product. Take time to think about it. You should always do some comparison shopping. Remember, any time you get a "once in a lifetime" or "today only" offer, you should be suspicious.

Right to cancel:

You have three days to cancel a contract for goods or services sold to you in your home, regardless of whether you have received the goods or services. Keep your receipt or contract and a copy of your cancellation notice. You may need them if you seek legal help. You should mail your notice by certified mail to prove you complied with the law.

Resist high-pressure sales tactics and pressure to "buy now." Shady door-to-door sales are common in the aftermath of disaster precisely because so many people are desperate to repair leaky roofs and clear up dangerous debris. Slow down, take precautions, and don't fall prey to a door-to-door scam.

10 Things to consider when choosing/using a contractor.

1. Take your time, temporary repairs can be done if needed allowing you time to research.
2. First impressions are the most important. Is the salesperson presentable, polite, knowledgeable and prepared?
3. Review ALL documentation before you sign anything no matter what they say it is. Remember that you have 3 days to cancel if something doesn't look right. Make sure the Terms and Conditions protect YOU and not just the Contractor.
4. Check the Company's website, customer reviews, testimonials and actually call their references. The Better Business Bureau website is a very helpful tool for this.
5. Offering to cover your deductible is illegal and if the salesperson breaks the law before they even start the repairs, you can bet they will cut corners the rest of the way to make up for it.
6. Check with neighbors, friends, family etc. to see who they used recently or in the past.
7. Do NOT issue a down payment until the materials have been delivered to your home and issue progress/final payments until the work has been completed.
8. Ask to be included on all email correspondence pertaining to your claim and check in with the insurance company periodically.
9. Check closely over all work completed, if something doesn't look right, say something. Ask as many questions as you like and do your own research if necessary.
10. Be sure to obtain the Manufacturer's warranty info, an additional warranty is always available if you desire. The contractor should also issue at least a 1 year Craftsmanship warranty which should be included at no extra charge and clearly noted on the contract.

No matter if it's a local contractor or one from out of town, please consider all of the above.

For further info visit www.texasattorneygeneral.com/consumer-protection

Be careful and make the right choice!