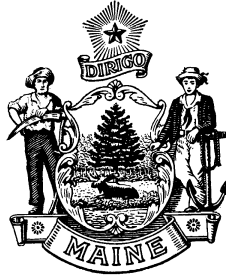


G. STEVEN ROWE
Attorney General



2007 - 2008

LEGAL GUIDE TO DOOR-TO-DOOR CRIMINALS

Door-to-Door Sales Contracts

Transient Sellers

Home Repair Sellers

**How Police and District Attorneys Can Protect Citizens
From Crimes Committed by Door-to-Door Sellers**

Prepared by the

**Office of Attorney General
Consumer Protection Division
6 State House Station
Augusta, Maine 04333-0006**

INTRODUCTION

As you know, door-to-door home repair fraud is rampant in the State of Maine. This Legal Guide describes the three Maine door-to-door **criminal** laws that currently exist to protect Maine homeowners. These three laws are:

1. **The Consumer Solicitation Sales Act** (32 M.R.S.A. §§4661-4670), which requires that a door-to-door seller of home repair services must use a specific written contract and wait three (3) days before even **beginning** the job. This is important because if you find them working within three (3) days of the solicitation then you have “caught” them in the act of violating this law. Violation is a Class E crime. If the violation is intentional, it is a Class D crime.

2. **The Transient Sales Act** (32 M.R.S.A. §§14701-14716), which requires transient sellers of home repair services to register with the State if they do not have a permanent place of business in Maine (which is defined as either a 12-month lease or ownership of the business building). You should ask the address of their Maine “permanent place of business”. If they do not have one, demand to see proof of their State registration as a Transient Seller. Failure to be registered can be a Class E crime. If intentional, a violation is a Class D crime. (Call Licensing Division at the Maine Department of Professional and Financial Regulation (624-8603) to confirm that the seller is registered.)

3. Most recently, we have enacted the **Door-to-Door Seller of Home Repair Services Act** (32 M.R.S.A. §§14501-14512). This new law builds on the two laws above and requires any **door-to-door seller of home repair services** to be registered with the State and to carry a State issued registration card if he is soliciting in a municipality in which he does not have a permanent place of business (a 12-month lease or ownership). As you can imagine, this law is relative easy to enforce. If you find a driveway paver who is going door-to-door ask them: (a) do you have a permanent place of business in this municipality; (b) if not, show me your State registration card. Violation is a Class E crime. If the violation is intentional, it is a Class D crime. (Call Licensing Division at the Maine Department of Professional and Financial Regulation (624-8603) to confirm that the seller is registered.)

The following chapters discuss these bills in much greater detail. In order to obtain up-to-date copies of these statutes, go to the State of Maine web page, www.maine.gov/legis/. The typical door-to-door seller of home repair services (which includes not just driveway paving but tree-trimming, chimney repairs, etc.) could violate all three of these laws in the course of their standard business operation.

I am also attaching in **Appendix A** a hypothetical fact pattern and a six count District Court criminal complaint based on that fact pattern.

We are attempting to maintain in this office a file listing reports of the many different door-to-door sellers operating in the State. If you have any questions concerning a particular door-to-door seller, please do not hesitate to contact me at 626-8842. We will tell you what we know about that particular seller.

Thank you.

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DOOR-TO-DOOR SALES CONTRACTS

The Consumer Solicitation Sales Act (Cash Sales) **32 M.R.S.A. §§4661-4670 (Criminal Violation)**

1. INTRODUCTION: THE THREE-DAY WAITING PERIOD

The purpose of the three-day waiting period required by the Consumer Solicitation Sales Act (cash or check sales) is to provide consumers with a chance to reconsider decisions to buy certain goods or services that may have been sold "door-to-door" under high-pressure conditions. Like the Transient Sales Act (see pages 5 to 8), these laws have particular application to driveway pavers. Violations can be Class D or E crimes.

Basically, the Consumer Solicitation Sales Act (cash or check sales) require sellers to use written contracts that inform consumers of their three-day right to void the contract. Further, any permanent addition to a house (e.g., driveway paving, a rebuilt chimney, new siding) cannot even be started by the door-to-door seller until the three-day cooling-off period has elapsed, and the contract must specifically tell this to the homeowner.

2. WHAT SALES ARE COVERED

A sale is a CONSUMER SOLICITATION SALE if:

- A. the sale¹ involves "merchandise" -- objects, wares, goods, commodities, intangibles or services;
- B. the goods or services cost more than \$25;
- C. the sale occurs anywhere other than at the seller's place of business; and
- D. the initial contact was made by the seller, in person or by phone, not the consumer (32 M.R.S.A. §4662).

¹"Sale" includes any sales, transfer, exchange or barter, offer for sale or attempt to sell any merchandise for cash or credit.

3. **WHAT ARE DOOR-TO-DOOR SELLERS REQUIRED TO DO**

If the sale is a "consumer solicitation sale", the seller must:

- A. Provide a written contract with:
 - (1) The seller's name and address,
 - (2) the date,
 - (3) the terms of the sale or offer,
 - (4) the consumer's three-day right to cancel,
 - (5) the signatures of seller and consumer,
 - (6) if the contract involves a permanent addition to the consumer's home (e.g., a driveway paving job or rebuilt chimney), a statement that the work cannot even be started until the consumer's right to cancel has expired;
- B. provide the consumer with a completed copy of the contract signed by both parties:
- C. if home repair or improvement-type work is being provided, wait the required three business days before commencing work;
- D. if the consumer exercises his right to cancel, the seller must:
 - (1) if a permanent addition to the home is involved (e.g., driveway paving) not start work and return any money. If the work has already begun the homeowner can sue civilly for any damages to his home.
 - (2) pick up any goods from the consumer within 20 days of cancellation (or else the consumer is free to keep them), and
 - (3) return the consumer's money within 15 days of cancellation.

4. CONSUMER RIGHTS AND OBLIGATIONS

A. The consumer may cancel the agreement by midnight of the third business day (only Sundays and legal holidays are not business days) following the day on which the sale is made. All that is required is placing the written notice of cancellation in the mail before the three days. It is best (but not necessary) to send the notice by registered mail. The consumer should keep a copy.

B. The consumer must void the sale IN WRITING. No special words are needed. Anything that in effect says, "I don't want it; give me my money back" is enough.

C. Once the consumer has canceled, he or she must hold any goods for twenty (20) days for the seller to come and get them. THE CONSUMER DOES NOT HAVE TO TAKE THEM ANYWHERE OR MAIL THEM. If the seller does not come and get the goods within twenty (20) days, the CONSUMER MAY TREAT THEM AS A GIFT and is still entitled to his or her money back.

D. If the seller started or completed a permanent addition to the home (such as driveway paving) before the three-day right to cancel expired, the consumer may still cancel and is under no obligation to pay for the work already done.

5. CRIMINAL VIOLATION BY DOOR-TO-DOOR SELLERS

A. A seller's violation of the Consumer Solicitation Sales Act is a Class E crime (32 M.R.S.A. §§4664-A, 4666). If the State pleads and proves that the violation was intentional, then the seller has committed a Class D crime. Violations are also civil violations of the Unfair Trade Practices Act.

B. Solicitations made at the home of a purchaser and which constitute a consumer credit transaction are exempt from this law (32 M.R.S.A. §4668), and should be enforced under the equivalent provisions found at 9 M.R.S.A. §§3-501-3-507 (criminal penalty, fine of up to \$2,500 or up to six months in jail or both). This credit law will rarely come into play with driveway pavers as their sales are almost always cash sales.

C. Only the owner or co-owner of the door-to-door business can commit the crime, not simply a member of the crew.

6. WHAT LAW ENFORCEMENT OFFICIALS CAN DO

If you encounter a door-to-door seller in your community, do the following:

- A. Find out who is the owner (owners) of the business and who are the employees (get everyone's name, address and birthday and all vehicle identifications).²
- B. Find out what he is selling and the location at which the sale is made; remember the seller must initiate the sales discussion or it probably does not meet the definition of a door-to-door solicitation (32 M.R.S.A. §4662).
- C. Find out if a written contract is being used.
- D. Determine if the contract conforms with the law. We never have found a door-to-door driveway paver that has in its written contract the required statement that work cannot begin until the three-day cancellation period has elapsed.
- E. If there is no contract or if it does not conform with the law (e.g., both parties have not signed; the seller's name and address are not present; the three-day waiting period is not properly described, etc.), the seller can be charged with a Class D or E crime.
- F. If the seller is putting in a permanent addition to the household (e.g., a new driveway-paving job) and he did not wait three days, then he can be charged. Thus, no warrant is needed if you find him working on the driveway before the three-day waiting period has finished running.
- H. Any complaints of this nature should also be reported to the Attorney General's Office at 626-8842 for our records.

Make sure we receive the seller's name and address and identification of employees and vehicles. Also, any photos of the pavers would be very helpful, as they sometimes "exchange" names.

^{2/} It is sometimes difficult to tell who is the "owner" of a door-to-door driveway paving crew. Interview the members of the crew as to whose business it is.

SELLERS WITHOUT A PERMANENT PLACE OF BUSINESS

The Transient Sales Act **32 M.R.S.A. §§14701-14716 (Criminal Violation)**

1. INTRODUCTION

The Transient Sales Act has particular application to those sellers who travel into and throughout the State selling services and goods such as driveway paving jobs or magazine subscriptions, and who then seem to "disappear" by the time problems develop. Violations can be Class D or E crimes.

Transient sellers, by statutory definition, have no permanent place of business in the State. They are difficult to locate when complaints against them are received. The Maine Class D criminal law is designed to protect consumers against financial loss in dealing with such sellers. The law requires that transient sellers be registered by the State Department of Professional and Financial Regulation and post a substantial bond or cash, and carry with them at all times a State identification card.

2. WHO IS A TRANSIENT SELLER

A transient seller is a person (including a corporation) who:

A. owns or is a partner in a business which sells³ any objects, wares, goods, promises, commodities, intangibles, services or other things of value (EXCLUDING food and enrollment at vocational and technical schools located outside of Maine and that are registered with the Department of Educational and Cultural Services);

B. sells face-to-face or by telephone;

C. sells to consumers and businesses (except those businesses which will, in turn, resell the product); and

D. does not have a permanent place of business in Maine: a building which is either owned or rented with at least a 12-month written lease.

³"Selling" includes any sale, transfer, exchange or barter, offer to sell, promise to sell, attempt to sell or advertisement to sell for cash or credit.

3. WHO IS NOT A TRANSIENT SELLER

A person is NOT a Transient Seller if:

- A. he or she sells the above-mentioned items at public fairs, expositions or bazaars;
- B. he or she is a member of a public service organization selling on its behalf;
- C. he or she sells exclusively by mail contact; or
- D. he or she is only an employee of a transient seller.

4. WHAT ARE TRANSIENT SELLERS REQUIRED TO DO

A. Transient sellers must REGISTER with the State Department of Professional and Financial Regulation in Augusta and obtain a registration (32 M.R.S.A. §14702). A substantial bond or cash must be posted before a registration is granted (32 M.R.S.A. §14708).

B. Transient sellers and their employees must carry at all times when engaging in sales a Transient Sellers registration and must present the registration for inspection upon request of any person (32 M.R.S.A. §14703 (2)). Failure to do so is a civil violation that can result in a fine of up to \$200. Violators can be issued a civil penalty summons.

C. Every time a Transient Seller makes a sale, he must provide the customer with a written receipt which discloses his State registration number and discloses his name and permanent place of business (32 M.R.S.A. §14704 (2)).

D. Any advertisement placed by a Transient Seller must disclose the Transient Seller's registration number in the following way:

State Department of Professional and Financial Regulation
Transient Seller's Registration Number: (fill in number)

The advertisement shall also disclose the Transient Seller's permanent business address (32 M.R.S.A. §14704 (1)).

E. Transient Sellers must comply with any relevant municipal ordinances as well as the State law.

5. CRIMINAL VIOLATIONS BY TRANSIENT SELLERS

A. Transient Sellers who sell without a registration issued pursuant to this statute have committed a Class E crime. If the State pleads and proves that the violation was intentional, then the seller has committed a Class D crime. (32 M.R.S.A. §§14702, 14703’).

B. In addition, any violation of the Transient Sales Act violates the Unfair Trade Practices Act, administered by the Attorney General. The Unfair Trade Practices Act is enforced through civil remedies.

6. WHAT LAW ENFORCEMENT OFFICIALS CAN DO

If you encounter a person selling merchandise in your town and you suspect he might be a Transient Seller, do the following:

- A. find out what he is selling;
- B. find out who he is selling to;
- C. find out who he works for or is he self-employed; obtain company name, addresses and the personal background of the seller;
- D. find out if the business has a permanent place of business in Maine (he must own it or have a 12-month written lease; the seller's home can qualify as a place of business);
- E. if the company (or if he is self-employed, if he himself) has no permanent place of business in Maine, find out if he is licensed with the Department of Professional and Financial Regulation. Call the Licensing and Enforcement Division at 624-8603 and ask if either the company or the seller or both are licensed as a Transient Seller;
- F. find out if he is properly disclosing in his written receipt or contract his State identification number and permanent place of business;
- G. find out if his advertisements properly disclose his State identification number and his permanent place of business;
- H. if the company is licensed (or if a self-employed seller is licensed) and not

violating any local ordinance or the Consumer Solicitation Sales Act (see previous pages 1-4), the salesperson may continue to sell;

I. if the company is not licensed by the State, the company has committed a Class D or E crime and a summons can be issued;

J. if the company is unlicensed or if the salesman does not have his registration then the owner or the seller or both can be arrested with a warrant or summonsed and charged with a Class D crime (32 M.R.S.A. §4688). (Remember: you cannot arrest if the crime is not committed in your presence, but you can issue a summons or obtain a warrant);

K. if you charge or warn a salesperson, please call the Consumer Protection Division of the Attorney General's Office (626-8800) or the Attorney General's Investigative Division at (626-8520) so that there is a record of the seller's name and address.

**DOOR-TO-DOOR TRANSIENT SELLERS OF
HOME REPAIR CONTRACTS**

**The Door-To-Door Home Repair Transient Sellers Act
(32 M.R.S.A. §§14501-14512 (See Appendix A, p. A-14 to A-18))**

1. INTRODUCTION: PAVERS MUST BE REGISTERED WITH THE STATE

In 1993 the Legislature passed a new law that complements both the Consumer Solicitation Sales Act and the Transient Sellers Act. It requires any seller of home repair services (which includes a long listing of almost every home repair activity ever imagined, (see 32 M.R.S.A. §14501(6)) to be registered with the State if the seller is going door-to-door in a municipality in which he does not have a permanent place of business. Said sellers must not only have a State registration number, but must use a specific contract that meets the requirements of the law. In order to find out if a paver is registered, call:

**Department of Professional & Financial Regulations
Division of Licensing & Enforcement, Transient Sales
35 State House Station, Augusta, Maine 04333-0035
Telephone: 207-624-8603**

2. WHAT SALES ARE COVERED

A sale comes under the Door-To-Door Home Repair Transient Sellers Act if:

A. The sale involves any home repair service, which is defined at 32 M.R.S.A. §14502(6) as including the following:

“Home repair services” means to fix, replace, alter, convert, modernize, improve or make an addition to real property primarily designed or used as a residence. “Home repair services” includes, but is not limited to, the construction, installation, replacement, improvement or cleaning of driveways, swimming pools, porches, kitchens, chimneys, chimney liners, garages, fences, fall-out shelters, central air conditioning, central heating, boilers, furnaces, hot water heaters, electric wiring, sewers, plumbing fixtures, storm doors,

storm windows, siding or awnings or other improvements to structures within the residence or upon the land adjacent to the residence, including tree trimming.

B. The sale occurs anywhere other than at the seller's place of business in a municipality in which the seller does not have a permanent place of business;

C. The initial contact was accomplished by means of a personal visit to the consumer, other than at the seller's place of business, without the consumer soliciting the initial contact (32 M.R.S.A. §14501 (3)).

3. **WHAT ARE TRANSIENT DOOR-TO-DOOR SELLERS OF HOME REPAIR SERVICES REQUIRED TO DO**

If the sale is a door-to-door transient seller of home repair services sale, then the seller must:

A. Provide a written contract that meets the written contract standards for:

- (1) Consumer Solicitation Sales Act (the three day right to revoke); see pages 1-4;
- (2) Transient Seller Act (but not if the seller has a permanent place of business somewhere in Maine); see pages 5-8; and
- (3) Home Construction Contracts Act, 10 M.R.S.A. §§1486-1490 which requires a detailed written contract with specific provisions for any job costing more than \$3,000.

B. Provide the consumer with a completed copy of the contract (signed by both parties);

C. Wait the required three business days before commencing work;

D. If the consumer exercises his right to cancel, the seller must return the consumer's money within 15 days of cancellation.

4. **CONSUMER RIGHTS AND OBLIGATIONS**

The consumer rights and obligations are the same as set forth in the Consumer

Solicitation Sales Act above (see pages 1-4).

5. CRIMINAL VIOLATION BY TRANSIENT DOOR-TO-DOOR HOME REPAIR SELLERS

A. A seller's violation of the door-to-door home repair transient sellers act is a Class E crime (32 M.R.S.A. §§14702, 14703). If the State pleads and proves the violation was intentional, then the seller has committed a Class D crime. Violations are also civil violations of the Unfair Trade Practices Act.

B. It should be fairly easily to establish whether the seller has violated the statute. If the seller is going door-to-door and does not have a permanent place of business in the municipality in which he is soliciting. Then the seller must be registered with the State. Call the State Licensing Division at 624-8603 and ask if the door-to-door seller is registered under the Door-To-Door Home Repair Transient Sellers Act. If not; and you can prove that he was going door-to-door and he initiated contact with the consumer, then you have a solid Class D criminal violation.

C. Even if he is registered with the state (to date only a few driveway pavers have deemed it necessary to register) then he still must be using the written contract required by this law and must be filling in his registration number on the contract, which meets the requirements of this law. See Appendix A for a hypothetical fact pattern and a model criminal complaint.

6. WHAT LAW ENFORCEMENT OFFICIALS CAN DO

If you encounter a transient door-to-door seller of home repair services in the act of working in your community, do the following:

A. Find out who is the owner (owners) of the business and who are the employees (get everyone's name, address, and birth date and all vehicle identifications).

B. Find out what is being sold and where the sale was made; remember, the seller must initiate the sales discussion or it probably does not meet the definition of a door-to-door solicitation (32 M.R.S.A. §4662).

C. Find out if the owner has a permanent place of business in the State (owns the business location or has a 12-month lease) (32 M.R.S.A. §14701(5)).

D. If the seller is soliciting in a municipality in which he *does* not have a permanent place of business, find out if the seller is registered with the State as a door-to-door home repair

transient seller (32 M.R.S.A. §14504). To do this, call the State Division of Licensing and Enforcement at 207-624-8603.

E. If you find the seller actually in the act of soliciting or in the act of doing the paving work, and he is in violation of any of our criminal door-to-door sale laws (i.e., is not registered with the State, is not using the required written contract, not waiting the full three days before beginning work, etc.), then no warrant is needed in order to make an arrest.

F. Any complaints of this nature should be reported to the Consumer Protection Division of the Attorney General's Office at (626-8842) or the Attorney General's Investigative Division at (626-8520) for our records. Make sure you obtain the seller's name and address and identification of employees and vehicles. Also, any photos of the pavers would be very helpful, as they sometimes "exchange" names.

APPENDIX A

1. Hypothetical Fact Pattern of a Door-to-Door Driveway Paver and Sample Criminal Complaints (pp. A-1 to A-2)
2. Sample Criminal Complaints (pp. A-3 to A-5)

APPENDIX A

HYPOTHETICAL FACT PATTERN OF A DOOR-TO-DOOR DRIVEWAY PAVER AND SAMPLE CRIMINAL COMPLAINTS

On April 15, 2002 **John Seller** and his crew of driveway pavers drove into South Portland. Mr. Seller resides in Biddeford but moves around the State selling his home repair services. Mr. Seller often sends an employee to the doors to do the initial solicitation.⁴

The crew arrives at consumer **Jane Doe's** house at approximately 4:30 p.m. One of Mr. Seller's employees goes to the front door and tells Ms. Doe that they just finished a job in the neighborhood and that they had a little bit of blacktop left over and could give her a real good deal.

Ms. Doe agrees to pay \$1,00.00 for the crew to blacktop her entire driveway. She also agrees that he should not wait 3 days and instead should start to work immediately.⁵ She signs a simple form contract, which has the heading:

John Seller's Paving Company
Biddeford, Maine

The contract does not have a permanent business address⁶ and there is no provision that reads the consumer has three (3) days in which to cancel this contract and that the work will not be started until this three (3) day period has passed.⁷

4/ If his crew are acting as his agents, Mr. Seller is responsible for his crews actions

5/ A consumer cannot waive her rights to the three day "cooling-off" period provided by the Consumer Solicitation Sales Act.

6/A door-to-door seller's contract must have the name and mailing address of the seller's permanent place of business (32 M.R.S.A. §4662). If the seller does not have a permanent place of business then he must be registered with the State as a "transient seller" (32 M.R.S.A. §14703) (call State Licensing Division at 624-8603 to confirm that the paver is registered).

7/ This contract clearly violates the Consumer Solicitation Sales Act. See 32 M.R.S.A. §4662.

Once Ms. Doe agreed to the job, Seller's crew immediately began work.⁸ They quickly laid on the blacktop, rolled it smooth, and cleaned up after themselves. It appeared to be a reasonably good job. Seller then approached Ms. Doe for his money. He stated to her: "I'm afraid the driveway was longer than we estimated. Therefore, I'm going to have to charge you \$2,000.00." Ms. Doe protested but she finally agreed and paid him by check.⁹

While the job was being completed,¹⁰ South Portland Police had been alerted by a neighbor. They drove up to inspect the job and were told by John Seller that he had a contract with Ms. Doe, and that she had authorized him to do the work immediately and not wait three (3) days.¹¹

This fact pattern could result in a criminal complaint with six counts.

8/Seller must wait 3 days before beginning a permanent addition to the homestead (e.g., driveway repair, new siding, chimney repair, etc.). (32 M.R.S.A. §4664-A).

9/ Seller cannot change the terms of the contract. If his inflated charge was intentional fraud, then this could be Theft by Deception (17-A M.R.S.A. § 354).

10/ If the police arrived while the job is being completed, then Seller has been caught in the midst of a three count Class D crime (Seller's contract was illegal and he did not wait three days (**Consumer Solicitation Sales Act**); he was not registered with the State as a Transient Seller (**Transient Sellers Act**) and he is not registered with the State as a door-to-door seller of home repairs (**Door-to-Door Sellers of Home Repairs Contracts Act**) (all State Licensing Division at 624-8603 to confirm that the paver is registered).

11/ The contract is illegal. Seller cannot persuade Ms. Doe to waive her right to revoke after a three day waiting period (32 M.R.S.A. §4667).

**STATE OF MAINE
CUMBERLAND, SS**

**DISTRICT COURT
LOCATION: PORTLAND
CRIMINAL ACTION
DOCKET NO. CR-07-**

**STATE OF MAINE,
Plaintiff**

v.

**JOHN SELLER,
Defendant**

)
)
) **Criminal Complaint For:**
) Count I: Violation Of Consumer Solicitation
) Sales Act, Class D, 32 M.R.S.A. §4662(2)(A)
)
) Count II: Violation of Consumer Solicitation
) Sales Act, Class D, 32 M.R.S.A. §4664-A(2)(A)
)
) Count III: Violation Of Transient Sales Act,
) 32 M.R.S.A. §14702(2)(A)
)
) Count IV: Violation of Transient Sales Act,
) 32 M.R.S.A. §14703(3)(A)
)
) Count V: Violation of Door-to-Door Transient
) Sellers of Home Repairs Act, 32 M.R.S.A.
) §14504(2)(A)
)
) Count VI: Violation of Door-to-Door Transient
) Sellers of Home Repairs Act, 32 M.R.S.A. §
) 14506(2)(A)

DOB: 05/23/55
DESCRIPTION:
ADDRESS:
STATE IDENTIFICATION NO:
PORTLAND POLICE DEPT INCIDENT NO:

The below-signed deposes and says upon information and belief:

COUNT I

On or about April 15, 2007, in the City of Portland, County of Cumberland, State of

Maine, the above named Defendant did engage in the business of Consumer Solicitation of Sales in that (1) he entered into a contract with the consumer Jane Doe for the purpose of repairing her driveway paving and (2) the initial contact with the consumer was made by the Defendant by contacting her at her home and (3) he failed to provide the consumer with a written contract which met the requirements of the Consumer Solicitation Sales Act, in violation of the Consumer Solicitation Sales Act, 32 M.R.S.A. §§4661-4671.

COUNT II

On or about April 15, 2007, in the City of Portland, County of Cumberland, State of Maine, the above named Defendant did engage in the business of Consumer Solicitation of Sales in that (1) he entered into a contract with the consumer Jane Doe for the purpose of repairing her driveway paving and (2) the initial contact with the consumer was made by the Defendant by contacting her at her home and (3) he commenced work without waiting three (3) days from the date the contract was entered into, all in violation of the Consumer Solicitation Sales Act, 32 M.R.S.A. §4661-4671.

COUNT III

On or about April 15, 2002, in the City of Portland, County of Cumberland, State of Maine, the above named Defendant did engage in the business of selling driveway repair services to consumer Jane Doe by (1) personally contacting her at her home for the purpose of carrying on such business and (2) not having any permanent place of business within this state and (3) not being registered with the Department of Professional and Financial Regulation as a Transient Seller, all in violation of the Transient Sales Act, 32 M.R.S.A. §§ 14701-14716.

COUNT IV

On or about April 15, 2007, in the City of Portland, County of Cumberland, State of Maine, the above named Defendant did engage in the business of selling driveway repair services to consumer Jane Doe by (1) personally contacting her at her home for the purpose of carrying on such business and (2) not having any permanent place of business within this state and (3) not having a valid registration in his immediate possession at all times when engaging in the sale of consumer merchandise, all in violation of the Transient Sales Act, 32 M.R.S.A. §§ 14701-14716.

COUNT V

On or about April 15, 2007, in the City of Portland, County of Cumberland, State of Maine, the above named Defendant did engage in the door-to-door sale of home repair services with the consumer Jane Doe to repair her driveway paving and (1) at the time of sale did not have a permanent place of business in the municipality in which the sale occurred, namely, South Portland and (2) was not registered with the Department of Professional and Financial Regulation as a Transient Seller of home repair services, all in violation of the Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§14501-14512.

COUNT VI

On or about April 15, 2007, in the City of Portland, County of Cumberland, State of

Maine, the above named Defendant did engage in the door-to-door sale of home repair services with the consumer Jane Doe to repair her driveway paving and (1) at the time of sale did not have a permanent place of business in the municipality in which the sale occurred, namely, South Portland and (2) failed to include in a written contract for door-to-door sales of home repair services his state door-to-door sales registration number, all in violation of 32 M.R.S.A. §§ 14501-14512.

COMPLAINANT

Sworn to before me this _____ day of _____, 2007.

Dated: _____

CLERK/COMPLAINT JUSTICE/JUDGE

Jail and Restitution