

A SALESPERSON OR OTHER AGENT OR EMPLOYEE OF A CONTRACTOR MAY NOT MAKE A CHANGE IN A HOME IMPROVEMENT CONTRACT FOR AN OWNER.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 56, § 265.

In subsection (c)(2) of this section, the reference to a salesperson who sold the home improvement is substituted for the former phrase "negotiated the contract" to use a variation of the defined term "sell a home improvement".

In subsection (c)(6) of this section, the former phrase "stated as a sum in dollars" is deleted as surplusage.

In subsection (c)(8)(ii) of this section, the reference to a "subcontractor" is added for clarity since there did not seem to be any intent to limit inquiries to questions concerning prime contractors.

Defined terms: "Commission" § 8-101

"Contractor" § 8-101

"Home improvement" § 8-101

"Home improvement contract" § 8-101

"License" § 8-101

"Owner" § 8-101

"Salesperson" § 8-101

"Sell a home improvement" § 8-101

"Subcontractor" § 8-101

8-502. CONDUCT OF SALESPERSONS.

(A) IN GENERAL.

A SALESPERSON MAY NOT:

(1) REPRESENT CONCURRENTLY MORE THAN 1 CONTRACTOR IN SELLING A HOME IMPROVEMENT;

(2) USE A HOME IMPROVEMENT CONTRACT FORM THAT DOES NOT DISCLOSE THE NAME OF THE CONTRACTOR; OR

(3) CHOOSE A CONTRACTOR FOR AN OWNER.

(B) COMPENSATION.

FOR SELLING A HOME IMPROVEMENT, A SALESPERSON SHALL:

(1) ACCEPT COMPENSATION ONLY FROM THE CONTRACTOR THAT THE SALESPERSON REPRESENTS IN THE SALE; AND

(2) PAY COMPENSATION ONLY FOR THAT CONTRACTOR.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 56, § 262.