



Sen. Ira I. Silverstein

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LRB097 02857 AEK 53486 a

1 AMENDMENT TO SENATE BILL 54

2 AMENDMENT NO. _____. Amend Senate Bill 54 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Rental-Purchase Agreement Act is amended by
5 changing Sections 1, 2, 3, 4 and 5 and by adding Sections 2.1,
6 2.2, 2.3, 2.4, 2.5, 2.6 and 4.1 as follows:

7 (815 ILCS 655/1) (from Ch. 121 1/2, par. 1801)

8 Sec. 1. Definitions. In this Act:

9 (1) "Advertisement" means a commercial message in any
10 medium that directly or indirectly promotes or assists a
11 rental-purchase agreement.

12 (2) "Cash price" means the price for which the merchant
13 would have sold the merchandise to the consumer for cash on the
14 date of the rental-purchase agreement.

15 (3) "Consumer" means an individual who leases personal
16 property under a rental-purchase agreement.

1 (4) "Merchandise" means the personal property that is the
2 subject of a rental-purchase agreement.

3 (5) "Merchant" means a person who, in the ordinary course
4 of business, regularly leases, offers to lease or arranges for
5 the leasing of merchandise under a rental-purchase agreement,
6 and includes a person who is assigned an interest in a
7 rental-purchase agreement.

8 (6) "Rental-purchase agreement" means an agreement for the
9 use of merchandise by a consumer for primarily personal, family
10 or household purposes for an initial period of 4 months or less
11 that is automatically renewable with each payment after the
12 initial period and that permits the consumer to become the
13 owner of the merchandise.

14 (7) "Cost of rental" means the difference between the total
15 of payments necessary to acquire ownership under the
16 rental-purchase agreement and the cash price of the rental
17 merchandise that is subject to the rental-purchase agreement.

18 (8) "Fee" means any payment, charge, fee, cost, or expense,
19 however denominated, other than a rental payment.

20 (9) "Appliance" means and includes any refrigerator,
21 freezer, range including any cook top or oven, microwave oven,
22 washer, dryer, dishwasher, room air conditioner, air purifier,
23 or other machine for routine household tasks.

24 (10) "Electronic set" means and includes any television,
25 radio, camera, video game system, or computer system, or any
26 type of device for the recording, storage, copying, printing,

1 transmission, display, or playback of any sound or image.

2 (11) "Merchant's cost" means the documented actual cost,
3 including actual freight charges, of the rental merchandise to
4 the merchant from a wholesaler, distributor, supplier, or
5 manufacturer and net of any discounts, rebates, and incentives
6 that are vested and calculable as to a specific item of
7 merchandise at the time the merchant accepts delivery of the
8 merchandise.

9 (12) "Total of payments" means the total amount of periodic
10 payments necessary to acquire ownership of the merchandise if
11 the consumer makes all regularly scheduled payments.

12 (13) "Periodic payment" means a payment to be made by a
13 consumer for the right of the possession and use of merchandise
14 for a specific rental period, but does not include taxes
15 imposed on such payment.

16 (14) "Mandatory arbitration clause" means a term or
17 provision contained in a rental-purchase agreement which
18 requires the consumer to submit any controversy thereafter
19 arising under the agreement to arbitration prior to the
20 commencement of any legal action to enforce the provisions of
21 the agreement and which also provides language to the effect
22 that the decision of the arbitrator or panel of arbitrators in
23 its application to the consumer shall be final and not subject
24 to court review.

25 (Source: P.A. 85-957.)

1 (815 ILCS 655/2) (from Ch. 121 1/2, par. 1802)

2 Sec. 2. Form.

3 (a) A rental-purchase agreement must be written in plain
4 English and clearly and simply in any other language used by
5 the merchant in any oral or written advertisement related to
6 the rental-purchase agreement. Numerical amounts must be
7 stated in figures.

8 (b) Disclosures required by this Act must be printed or
9 typed in each rental-purchase agreement in a size equal to at
10 least 10 point bold-faced type in a color or shade that clearly
11 contrasts with the background.

12 (c) A rental-purchase agreement may not contain a
13 provision:

14 (1) requiring a confession of judgment;

15 (2) authorizing a merchant or an agent of the merchant
16 to commit a breach of the peace in the repossession of
17 merchandise;

18 (3) waiving a defense, counterclaim or right the
19 consumer may have against the merchant or an agent of the
20 merchant;

21 (4) requiring the purchase of insurance from the
22 merchant to cover the merchandise;

23 (5) requiring the payment of a late charge or
24 reinstatement fee unless a periodic payment is delinquent
25 for 3 days and the charge or fee is in an amount not more
26 than \$5; or

1 (6) requiring a payment at the end of the scheduled
2 rental-purchase term in excess of or in addition to a
3 regular periodic payment in order to acquire ownership of
4 the merchandise. In no event shall the consumer be required
5 to pay a sum greater than the total amount to be paid to
6 acquire ownership, as disclosed in item (3) of subsection
7 (g) of this Section.

8 (d) Only one late charge or reinstatement fee may be
9 collected on a payment regardless of the period during which it
10 remains in default.

11 (e) A rental-purchase agreement must provide that:

12 (1) a charge in addition to periodic payments, if any,
13 must be reasonably related to the service performed; ~~and~~

14 (2) a consumer who fails to make a timely payment may
15 reinstate an agreement, without losing rights or options
16 previously acquired, by taking the required action before
17 the later of one week or half of the number of days in a
18 regular payment period after the due date of the payment, this period of time hereinafter referred to as the
19 "reinstatement period"; and -

20 (3) if the merchandise is returned to the merchant
21 during the applicable reinstatement period, other than
22 through judicial process, the right to reinstate the
23 agreement must be extended for a period of not less than
24 one year.

25 (f) Notice of the right to reinstate an agreement must be
26

1 disclosed in the agreement. This Act does not prevent a
2 merchant from attempting repossession of merchandise during
3 the reinstatement period, in accordance with the agreement, and
4 the consumer's right to reinstate an agreement does not expire
5 because of such a repossession. If the consumer is entitled to
6 reinstatement after repossession, then, within 15 days of the
7 repossession, the merchant must provide written notice to the
8 consumer of the consumer's right to reinstate the agreement. ~~If~~
9 ~~the merchandise is returned to the merchant during the~~
10 ~~applicable reinstatement period, other than through judicial~~
11 ~~process, the right to reinstate the agreement shall be extended~~
12 ~~for a period of not less than 30 days if the consumer has paid~~
13 ~~less than 60% of the total amount to be paid to acquire~~
14 ~~ownership of the merchandise and shall be extended for a period~~
15 ~~of not less than 60 days if the consumer has paid 60% or more of~~
16 ~~the total amount to be paid to acquire ownership of the~~
17 ~~merchandise.~~ On reinstatement, the merchant shall provide the
18 consumer with the same merchandise or substitute merchandise of
19 comparable quality and condition. If substitute merchandise is
20 provided, the merchant shall also provide the consumer with the
21 disclosures required in subsection (g) of this Section.

22 (g) A rental-purchase agreement must be contained in a
23 single document and must clearly and conspicuously disclose all
24 of the following ~~disclose~~:

- 25 (1) whether the merchandise is new or used;
26 (2) the names of the merchant and the consumer, the

1 merchant's business address and telephone number, the
2 consumer's address, the date on which the agreement is
3 executed, and a description of the merchandise sufficient
4 to identify it ~~the amount and timing of payments;~~

5 (3) the minimum period for which the consumer is
6 obligated under the rental-purchase agreement, the
7 duration of the rental-purchase agreement if all regularly
8 scheduled periodic payments are made, the amount of each
9 periodic payment, and the total amount and number of
10 periodic payments necessary to acquire ownership of the
11 merchandise if the renter makes all regularly scheduled
12 periodic payments ~~the total number of payments necessary~~
13 ~~and the total amount to be paid to acquire ownership of the~~
14 ~~merchandise;~~

15 (4) the amount and purpose of any payment, charge or
16 fee in addition to the regular periodic payments;

17 (5) whether the consumer is liable for loss or damage
18 to the merchandise, and, if so, the maximum amount for
19 which the consumer may be liable, which in the case of loss
20 shall in no event be greater than the price the consumer
21 would have paid to exercise an early purchase option
22 pursuant to this Act or the cost of repair as determined by
23 the merchant;

24 (6) that the consumer does not acquire ownership rights
25 unless the consumer has complied with the ownership terms
26 of the agreement; ~~and~~

1 (7) the cash price of the merchandise, whether the
2 merchandise is new or used;

3 (8) the cost of rental;

4 (9) a statement of the consumer's right to acquire
5 ownership by the early purchase option as provided in this
6 Act, including substantially the following statement: "The
7 attached chart shows the amount required to exercise your
8 early purchase option after each renewal payment, assuming
9 you make each periodic payment on time." The
10 rental-purchase agreement shall be accompanied by a chart
11 showing the amount required to exercise the consumer's
12 early purchase option after each periodic payment if
13 payments are made as scheduled;

14 (10) a description of the consumer's reinstatement
15 rights as provided in subsection (e) of this Section;

16 (11) a description of the consumer's right to lower
17 periodic payment amounts as provided in Section 2.2 of this
18 Act;

19 (12) a statement that the unexpired portion of all
20 warranties provided by the manufacturer, distributor, or
21 seller of the merchandise will be transferred by the
22 merchant to the consumer at the time the consumer acquires
23 ownership of the merchandise from the merchant, if such
24 warranty coverage is transferable;

25 (13) a description of the merchant's obligation to
26 maintain the rental merchandise and to repair or replace

1 rental merchandise that is not operating properly, as
 2 provided in Section 2.3 of this Act; and
 3 (14) the following notice:

4 NOTICE

5 You are renting this merchandise. You will not own it until
 6 you make all of the regularly scheduled payments or until you
 7 exercise the early purchase option.

8 You do not have the right to keep this merchandise if you
 9 do not make required payments or do not use the early purchase
 10 option. If you miss a payment, the merchant can repossess the
 11 merchandise, but you may have the right to have the same or
 12 similar merchandise returned.

13 See the contract for an explanation of your rights.

14 (h) The disclosures required by items (3), (7), and (8) of
 15 subsection (g) of this Section shall be printed in the
 16 following form that shall appear immediately above the space
 17 reserved for the consumer's signature in the rental-purchase
 18 agreement:

19 -----

<u>Total of Payments</u>	<u>Cost of Rental</u>	<u>Cash Price</u>
<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>You must pay this</u> <u>amount to own the</u> <u>merchandise if</u>	<u>Amount over cash</u> <u>price you will pay</u> <u>if you make all</u>	<u>Merchandise</u> <u>available at</u> <u>this price for</u>

1 you make all the regular payments. cash from the
 2 regular payments. merchant. See
 3 You can buy the about your early
 4 merchandise for purchase option
 5 less under the early rights.
 6 purchase option.

7 -----

8 <u>Amount of</u> 9 <u>each payment</u>	10 <u>Number of</u> 11 <u>Payments</u>	12 <u>Rental Period</u>
13 <u>\$</u>	14 <u>per</u>	15 <u>.....</u>
16 <u>(insert period)</u>		

17 -----

18 (i) The form prescribed in subsection (h) of this Section
 19 shall be clearly and conspicuously placed on a tag or sticker
 20 affixed to the merchandise available for rental-purchase. If
 21 the merchandise available for rental-purchase is not displayed
 22 at the merchant's place of business but appears in a photograph
 23 or catalog shown to consumers, a tag or sticker of the form
 24 shall be affixed to the photograph shown to consumers or shall
 25 be given to consumers at the time of the showing. This
 26 subsection does not apply to photographic depictions of
merchandise in advertisements complying with the provisions of
Section 3 of this Act.

(Source: P.A. 87-256; 88-644, eff. 9-9-94.)

1 (815 ILCS 655/2.1 new)

2 Sec. 2.1. Early purchase option.

3 (a) The consumer has the right to acquire ownership of the
4 merchandise at any time by tendering to the merchant all past
5 due payments and fees and an amount equal to the cash price
6 stated in the rental-purchase agreement multiplied by a
7 fraction that has as its numerator the number of periodic
8 payments remaining under the agreement and that has as its
9 denominator the total number of periodic payments. A consumer
10 must affirmatively elect to exercise an early purchase option.
11 In no event shall the consumer's early purchase option be less
12 than the amount of one periodic payment.

13 (b) In a clear and conspicuous manner on the consumer's
14 receipt for every periodic payment, which the merchant shall
15 deliver to the consumer within a reasonable time after payment,
16 the merchant shall provide the consumer with a written
17 statement of:

18 (1) The total amount the consumer would have to pay
19 to acquire ownership of the rental merchandise if the
20 consumer makes all regularly scheduled payments remaining
21 under the rental-purchase agreement; and

22 (2) The total amount the consumer would have to pay to
23 acquire ownership of that merchandise pursuant to this
24 Section.

1 (815 ILCS 655/2.2 new)

2 Sec. 2.2. Interruption or reduction of income in certain
3 instances.

4 (a) If any consumer who has signed a rental-purchase
5 agreement experiences an interruption or reduction of 25% or
6 more of income due to involuntary job loss, involuntary reduced
7 employment, illness, pregnancy, or disability after one-half
8 or more of the total amount of the rental payments necessary to
9 acquire ownership under the agreement have been paid, and such
10 consumer provides to the merchant some evidence of the amount
11 and cause of the interruption or reduction of income, the
12 merchant shall reduce the amount of each rental payment by: (1)
13 the percentage of the reduction in the consumer's income or (2)
14 50%, whichever is less, for the period during which the
15 consumer's income is interrupted or reduced.

16 (b) If payments are reduced, the total dollar amount of
17 payments necessary to acquire ownership shall not be increased,
18 provided, however, that the number of payments necessary to
19 acquire ownership may be increased accordingly and the rights
20 and duties of the merchant and the consumer shall not otherwise
21 be affected.

22 (c) When the consumer's income is restored, the merchant
23 may increase the amount of rental payments, but in no event
24 shall rental payments exceed the originally disclosed amount of
25 rental payments as provided in the rental-purchase agreement.

1 (815 ILCS 655/2.3 new)

2 Sec. 2.3. Maintenance of merchandise.

3 (a) The merchant shall maintain the property subject to the
4 rental-purchase agreement in good working order while the
5 agreement is in effect without charging any fee to the consumer
6 in addition to the regularly scheduled rental payments set
7 forth in the rental-purchase agreement.

8 (b) By the end of the second business day following the day
9 on which the merchant received notice from the consumer that
10 the property is not operating properly, the merchant shall
11 repair or replace the property without any fee to the consumer
12 in addition to the regularly scheduled rental payments set
13 forth in the rental-purchase agreement.

14 (c) If a repair or replacement cannot be immediately
15 effected, the merchant shall temporarily substitute property
16 of comparable quality and condition while repairs are being
17 effected. If repairs cannot be completed to the reasonable
18 satisfaction of the consumer within 30 days after the merchant
19 receives notice from the consumer or within a longer period
20 voluntarily agreed to by the consumer, the merchant shall
21 permanently replace the property.

22 (d) All replacement property shall be the same brand, if
23 available, and comparable in quality, age, condition, and
24 warranty coverage to the replaced property. If the same brand
25 is not available, the brand of the replacement property shall
26 be agreeable to the consumer, provided, however, that any

1 request by the consumer shall not be unreasonable.

2 (e) All of the consumer's and merchant's rights and
3 obligations under the rental-purchase agreement that applied
4 to the property originally subject to the rental-purchase
5 agreement shall apply to any replacement property.

6 (f) The consumer shall not be charged, or held liable for,
7 any pro rata portion of a periodic payment for any period of
8 time greater than one full day and each full day thereafter
9 during which the property that is the subject of the
10 rental-purchase agreement or any property substituted for it
11 pursuant to this Section is not in good working order.

12 (g) This Section shall not apply to repairs or damage for
13 which the consumer is liable under the rental-purchase
14 agreement.

15 (h) A merchant shall not deliver to a consumer any property
16 which the merchant knows or has reason to know is defective.

17 (i) In the case of damage to the merchandise other than
18 normal wear and tear, the consumer shall be liable for the
19 lesser of the price the consumer would have paid to exercise an
20 early purchase option pursuant to Section 2.1 of this Act or
21 the cost of the repair as determined by the merchant.

22 (815 ILCS 655/2.4 new)

23 Sec. 2.4. Availability, enforcement, and cancellation.

24 (a) Every rental-purchase agreement shall indicate that a
25 consumer at his or her request shall be permitted to review a

1 rental-purchase agreement for up to 48 hours prior to signing.

2 (b) A copy of the signed rental-purchase agreement and all
3 other documents which the merchant requests the consumer to
4 sign shall be given to the consumer at the time they are
5 signed. The rental-purchase agreement shall not be enforceable
6 against the consumer until the consumer has received a signed
7 copy.

8 (c) In addition to any other right of cancellation, a
9 consumer has the right to cancel a rental-purchase agreement,
10 without penalty or obligation, if the consumer has not taken
11 possession of the merchandise.

12 (815 ILCS 655/2.5 new)

13 Sec. 2.5. Mandatory arbitration.

14 (a) Subject to federal law and regulation, no
15 rental-purchase agreement shall contain a mandatory
16 arbitration clause. Nothing herein shall be construed to
17 prohibit a merchant from incorporating a provision within a
18 rental-purchase agreement that the decision of the arbitrator
19 or panel of arbitrators shall be final in its application to
20 the parties and not subject to court review.

21 (b) The provisions of a mandatory arbitration clause within
22 a rental-purchase agreement shall be null and void but shall
23 not constitute a violation of this Act. The inclusion of a
24 mandatory arbitration clause shall not serve to impair the
25 enforceability of any other provision of the rental-purchase

1 agreement.

2 (815 ILCS 655/2.6 new)

3 Sec. 2.6. Maximum cash price and total of payments.

4 (a) A merchant shall maintain records that establish the
5 merchant's cost for each item of merchandise that is the
6 subject of a rental-purchase agreement. A merchant shall
7 maintain a copy of each rental-purchase agreement and of the
8 records required by this Section for at least 2 years following
9 the termination of the agreement.

10 (b) The maximum cash price for the merchant's first rental
11 of the merchandise that is the subject of the rental-purchase
12 agreement may not exceed 1.75 times the merchant's cost for
13 appliances, 1.75 times the merchant's cost for electronic sets
14 having a merchant's cost of less than \$150, 2.0 times the
15 merchant's cost for electronic sets having a merchant's cost
16 greater than or equal to \$150, 2.15 times the merchant's cost
17 for furniture, 2.0 times the merchant's cost for automotive
18 accessories, jewelry, and musical instruments, and 1.75 times
19 the merchant's cost for all other items.

20 (c) The maximum cash price for merchandise on its second or
21 subsequent rental may not exceed the maximum total of payments
22 for that merchandise as permitted under this Section using the
23 terming matrix, divided by 2.25.

24 (d) The maximum total of payments may not exceed 2.25 times
25 the maximum cash price that could have been charged for the

1 first rental of the merchandise as prescribed by this Act.

2 (e) The maximum total of payments for the merchant's second
3 or subsequent rental of the merchandise that is the subject of
4 a rental-purchase agreement may not exceed the maximum total of
5 payments permitted under the terming matrix contained in this
6 Section.

7 (f) The following terming matrix shall be used to lower the
8 number of periodic payments, which shall result in a lower
9 total of payments and a lower maximum cash price for used
10 merchandise based on its age and condition. The merchant may
11 choose to maintain the number of periodic payments for used
12 merchandise as if it were new in lieu of reducing the number of
13 payments, provided that the merchant lowers the total of
14 payments and maximum cash price on a pro-rata basis using the
15 terming matrix as guidance. The merchant shall keep in
16 electronic or hard copy form, the matrix used, together with a
17 record of the number of periodic payments provided in the first
18 agreement when the merchandise was offered as new, as well as a
19 record of the item's condition as determined by the merchant
20 pursuant to the matrix each time it is priced as used. No
21 merchant shall price used goods in excess of the prices
22 dictated by the matrix.

23 Terming Matrix for Used Merchandise

24 Original 34 weeks 35-38 weeks 39-90 weeks 91 weeks

1	<u>term in</u>	<u>or</u>		<u>or</u>	
2	<u>weeks</u>	<u>less</u>		<u>more</u>	
3	<u>when new</u>				
4	<u>Excellent</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>
5	<u>Condition</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>
6		<u>of 1 week</u>	<u>of 2 weeks</u>	<u>of 3 weeks</u>	<u>of 4 weeks</u>
7		<u>from</u>	<u>from</u>	<u>from</u>	<u>from</u>
8		<u>original</u>	<u>original</u>	<u>original</u>	<u>original</u>
9		<u>term</u>	<u>term</u>	<u>term</u>	<u>term</u>
10	<u>Good</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>
11	<u>Condition</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>
12		<u>of 3 weeks</u>	<u>of 5 weeks</u>	<u>of 7 weeks</u>	<u>of 9 weeks</u>
13		<u>from</u>	<u>from</u>	<u>from</u>	<u>from</u>
14		<u>original</u>	<u>original</u>	<u>original</u>	<u>original</u>
15		<u>term</u>	<u>term</u>	<u>term</u>	<u>term</u>
16	<u>Fair</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>
17	<u>Condition</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>
18		<u>of</u>	<u>of</u>	<u>of</u>	<u>of</u>
19		<u>4 weeks</u>	<u>7 weeks</u>	<u>10 weeks</u>	<u>13 weeks</u>
20		<u>from</u>	<u>from</u>	<u>from</u>	<u>from</u>
21		<u>original</u>	<u>original</u>	<u>original</u>	<u>original</u>
22		<u>term</u>	<u>term</u>	<u>term</u>	<u>term</u>

1	<u>Poor</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>	<u>Subtract</u>
2	<u>Condition</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>	<u>a minimum</u>
3		<u>of</u>	<u>of</u>	<u>of</u>	<u>of</u>
4		<u>6 weeks</u>	<u>10 weeks</u>	<u>15 weeks</u>	<u>20 weeks</u>
5		<u>from</u>	<u>from</u>	<u>from</u>	<u>from</u>
6		<u>original</u>	<u>original</u>	<u>original</u>	<u>original</u>
7		<u>term or</u>	<u>term or</u>	<u>term or</u>	<u>term or</u>
8		<u>cash sale</u>	<u>cash sale</u>	<u>cash sale</u>	<u>cash sale</u>

9 (g) Immediately below the terming matrix the following
10 language shall be printed in 10 point type:

11 New = Full term.

12 Excellent = In great shape. Refurbished to look like
13 new.

14 Good = In good working order. Refurbished, but
15 imperfections still exist.

16 Fair = Completely operational, but refurbishment has
17 not concealed obvious wear and tear.

18 Poor = Ripped, faded, cracked, or broken and
19 refurbishment did not improve the condition.

20 (h) The Attorney General shall make available in printed
21 form in at least 10 point type to merchants and publish on an
22 appropriate website the terming matrix in chart form to be used
23 by merchants as required by this Section.

24 (i) Upon written request of the Attorney General, a
25 merchant shall provide copies of the records described in this
26 Section.

1 (j) If a merchant intentionally discloses a cash price or a
2 total of payments that exceeds the amount permitted by this
3 Section, the rental-purchase agreement is void, the consumer
4 shall retain the merchandise without any obligation, and the
5 merchant shall refund to the consumer all amounts paid.

6 (815 ILCS 655/3) (from Ch. 121 1/2, par. 1803)

7 Sec. 3. Advertisement.

8 (a) An advertisement for a rental-purchase agreement that
9 refers to or states the amount of a payment or the right to
10 acquire ownership of any one particular item under the
11 agreement must clearly and conspicuously state:

12 (1) that the transaction advertised is a
13 rental-purchase agreement;

14 (2) the total amount and number of payments necessary
15 to acquire ownership; ~~and~~

16 (3) that the consumer does not acquire ownership rights
17 unless the merchandise is rented for a specified number of
18 payment periods; and -

19 (4) whether the advertised terms are for new or used
20 merchandise.

21 (b) Every item of property displayed or offered for
22 rental-purchase by a merchant shall have attached to its front
23 or displayed as prominently as if attached to its front a tag
24 disclosing whether the merchandise is new or used, in addition
25 to any other tag or sticker required by this Act ~~the amount to~~

1 ~~be paid to acquire ownership of the merchandise.~~

2 (Source: P.A. 88-644, eff. 9-9-94.)

3 (815 ILCS 655/4) (from Ch. 121 1/2, par. 1804)

4 Sec. 4. Enforcement. (a) A consumer damaged by a violation
5 of this Act by a merchant is entitled to recover from the
6 merchant:

7 (1) actual damages;

8 (2) 25% of an amount equal to the total amount of payments
9 required to obtain ownership of the merchandise involved,
10 except that the amount recovered under this item (2) may not be
11 less than \$250 nor more than \$1,000; and

12 (3) reasonable attorney's fees and court costs.

13 (b) A merchant is not liable under this Section for a
14 violation of this Act caused by the merchant's error if before
15 the 31st day after the date the merchant discovers the error,
16 and before an action under this Section is filed or written
17 notice of the error is received by the merchant from the
18 consumer, the merchant gives the consumer written notice of the
19 error and makes adjustments in the consumer's account as
20 necessary to assure that the consumer will not be required to
21 pay an amount in excess of the amount disclosed and that the
22 agreement otherwise complies with this Act.

23 (c) Nothing in this Act shall be construed to nullify or
24 impair any right or rights which a consumer may have against a
25 merchant at common law, by statute, or otherwise.

1 (d) A merchant or assignee may not be held liable in an
2 action brought under this Act for a violation of this Act that
3 was unintentional and resulted from a bona fide or clerical
4 error notwithstanding the maintenance of procedures reasonably
5 adopted to avoid any such error.

6 (e) An action shall not be brought under this Section more
7 than 4 years after the occurrence of the act, method, or
8 practice which is the subject of the action or more than one
9 year after the last payment in a transaction involving the
10 method, act, or practice which is the subject of the action,
11 whichever is later.

12 (Source: P.A. 85-957.)

13 (815 ILCS 655/4.1 new)

14 Sec. 4.1. Enforcement by Attorney General. All remedies,
15 penalties, and authority granted to the Attorney General by the
16 Consumer Fraud and Deceptive Business Practices Act shall be
17 available to the Attorney General for the enforcement of this
18 Act. A violation of this Act shall constitute an unlawful
19 practice as provided in the Consumer Fraud and Deceptive
20 Business Practices Act.

21 (815 ILCS 655/5) (from Ch. 121 1/2, par. 1805)

22 Sec. 5. Penalty. Any person intentionally violating this
23 Act shall be guilty of a petty offense and fined not more than
24 \$500, in addition to any other penalty imposed by this Act.

1 (Source: P.A. 85-957.)

2 Section 10. The Consumer Fraud and Deceptive Business
3 Practices Act is amended by changing Section 2Z as follows:

4 (815 ILCS 505/2Z) (from Ch. 121 1/2, par. 262Z)

5 Sec. 2Z. Violations of other Acts. Any person who knowingly
6 violates the Automotive Repair Act, the Automotive Collision
7 Repair Act, the Home Repair and Remodeling Act, the Dance
8 Studio Act, the Physical Fitness Services Act, the Hearing
9 Instrument Consumer Protection Act, the Illinois Union Label
10 Act, the Job Referral and Job Listing Services Consumer
11 Protection Act, the Travel Promotion Consumer Protection Act,
12 the Credit Services Organizations Act, the Automatic Telephone
13 Dialers Act, the Pay-Per-Call Services Consumer Protection
14 Act, the Telephone Solicitations Act, the Illinois Funeral or
15 Burial Funds Act, the Cemetery Oversight Act, the Cemetery Care
16 Act, the Safe and Hygienic Bed Act, the Pre-Need Cemetery Sales
17 Act, the High Risk Home Loan Act, the Payday Loan Reform Act,
18 the Mortgage Rescue Fraud Act, subsection (a) or (b) of Section
19 3-10 of the Cigarette Tax Act, subsection (a) or (b) of Section
20 3-10 of the Cigarette Use Tax Act, the Electronic Mail Act, the
21 Internet Caller Identification Act, paragraph (6) of
22 subsection (k) of Section 6-305 of the Illinois Vehicle Code,
23 Section 11-1431, 18d-115, 18d-120, 18d-125, 18d-135, 18d-150,
24 or 18d-153 of the Illinois Vehicle Code, Article 3 of the

1 Residential Real Property Disclosure Act, the Automatic
2 Contract Renewal Act, the Rental-Purchase Agreement Act, or the
3 Personal Information Protection Act commits an unlawful
4 practice within the meaning of this Act.

5 (Source: P.A. 95-413, eff. 1-1-08; 95-562, eff. 7-1-08; 95-876,
6 eff. 8-21-08; 96-863, eff. 1-19-10; 96-1369, eff. 1-1-11;
7 96-1376, eff. 7-29-10; revised 9-2-10.)".