

Act No. 584

Public Acts of 2012

Approved by the Governor

December 27, 2012

Filed with the Secretary of State

January 3, 2013

EFFECTIVE DATE: January 3, 2013

STATE OF MICHIGAN

96TH LEGISLATURE

REGULAR SESSION OF 2012

Introduced by Rep. Wayne Schmidt

ENROLLED HOUSE BILL No. 5892

AN ACT to amend 1984 PA 424, entitled "An act to define and regulate rental-purchase agreements; to require certain disclosures; and to provide for remedies and penalties," by amending sections 7, 8, and 20 (MCL 445.957, 445.958, and 445.970).

The People of the State of Michigan enact:

Sec. 7. A lessor shall not require any of the following:

- (a) The purchase of insurance by the lessee from the lessor of a leased item.
- (b) A payment that is in excess or in addition to a normal periodic payment and that is required in order to purchase a leased item at the conclusion of the periodic payments necessary to acquire ownership.
- (c) A penalty for early termination of a rental-purchase agreement or for the return of an item at any point.
- (d) A processing fee of any sort.
- (e) A fee for in-home collection of a payment unless the lessee has expressly agreed to the fee and the amount of the fee is disclosed.
- (f) A periodic payment or late fee for a rental period beginning after the lessee has returned or surrendered the leased property to the lessor or the lessor's agent.
- (g) Any charge or fee for reinstatement of the rental-purchase agreement in addition to or in excess of those expressly permitted in section 8.

Sec. 8. (1) A lessee who fails to make a timely periodic payment may reinstate the original rental-purchase agreement without losing any rights or options previously acquired under the rental-purchase agreement by paying the past due periodic payment, any applicable late fee, and, if redelivery of an item is necessary, a delivery fee not to exceed the original delivery fee, by the later of the following dates:

- (a) 7 days after failing to make the timely periodic payment.
 - (b) 90 days after failing to make the timely periodic payment, if the lessee returns or voluntarily surrenders the item, other than through judicial process, within 7 days after failing to make the timely periodic payment.
- (2) A lessee shall not be charged a late fee for failure to make a timely periodic payment unless the periodic payment is more than the following number of days past due:
- (a) 5 days, if the periodic payment is due monthly or less frequently.
 - (b) 2 days, if the periodic payment is due more frequently than monthly.
- (3) A late fee shall not exceed the greater of \$10.00 or 5% of the amount of the missed payment.

(4) If reinstatement occurs pursuant to this section, the lessor shall provide the lessee with either the same item leased by the lessee prior to reinstatement or a substitute item of comparable quality and condition. If a substitute item is provided, the lessor shall provide the lessee with all of the information required in section 3.

Sec. 20. The following form is an example of the form which may be used to satisfy the requirements of this act:

RENTAL-PURCHASE AGREEMENT

1. Lessor(s), Lessee(s)

2. Description of Leased Property:

Item Quantity Serial # Mfg. Model New/Previously Rented

3. Total Payment Due at Beginning of Contract:

Advance Payment of \$ _____

Delivery Charge \$ _____

Use Taxes \$ _____

Other \$ _____ (please specify).

Total \$ _____

4. Term and cost of the lease (monthly/weekly).

The first monthly/weekly payment of \$ _____ is due on _____.

Other regular payments of \$ _____ on the _____ of month/week thereafter.

Total number of monthly/weekly payments _____.

Total amount of all other charges \$ _____ (please specify).

Sum total of all payments \$ _____.

5. Periodic Payment:

You may renew the lease weekly or monthly as you choose.

The weekly rental would be \$ _____.

The monthly rental would be \$ _____.

6. For a charge of \$ _____ per payment, we can pick up the payment at your home.

Sign here if you want this service _____.

7. Liability:

8. Maintenance:

We will maintain the leased property in good working condition during the term of the lease and will provide all necessary service and repair (specify if in home or in store) if you notify us by phone or mail that service is needed. We are not responsible for maintenance done by anyone other than us.

9. Termination and Default:

You may terminate this lease at the end of any weekly/monthly term without paying any charges other than those previously due. We may terminate this lease for a default in payment or breach of any other material term of the lease. If a termination occurs, we shall be entitled to all rental payments up to the date of termination and the expenses of repossessing the property if you fail to surrender it to us.

10. Reinstatement:

If you miss a payment, you may reinstate this contract within 7 days after the payment due date without losing any rights or options previously acquired. The time to reinstate will be extended to 90 days after the payment due date if you return or voluntarily surrender the property, other than through judicial process, within 7 days after the payment due date. To reinstate, you must pay the past due payment and any applicable late fee. The late fee will not exceed the greater of \$10.00 or 5% of the payment that is past due. However, if the payment is due monthly or less frequently, we will not charge a late fee unless the payment is more than 5 days past due. If the payment is due more frequently than monthly, we will not charge a late fee unless the payment is more than 2 days past due. Also, we may charge a delivery fee that is not more than the original delivery fee, if we must redeliver the property.

11. Purchase Option:

You may purchase the property leased to you under this contract for the cash price minus 45% of all periodic payments made.

The property leased under this contract would cost \$ _____ if purchased rather than leased.

12. Warranty:

A manufacturer's warranty on the property leased under this contract shall be passed on to the lessee if the lessee purchases the property.

13. Notice:

This agreement is regulated by state law enforceable by the attorney general or by private legal action.

I have read the above statement before signing this agreement.

Date: _____ Lessee: _____

Date: _____ Lessee: _____

This act is ordered to take immediate effect.

Clerk of the House of Representatives

Secretary of the Senate

Approved

Governor