

§ 1803.3 *Contract; contents*

Except as provided in Article 8 of this chapter, a contract shall contain the following:

(a) The names of the seller and the buyer, the place of business of the seller, the residence or place of business of the buyer as specified by the buyer and a description of the goods or services sufficient to identify them. Services or multiple items of goods may be described in general terms and may be described in detail sufficient to identify them in a separate writing.

(b) The cash sale price of the goods, services and accessories which are the subject matter of the retail installment sale.

(c) The amount of the buyer's down payment, itemizing the amounts paid in money and in goods and containing a brief description of the goods, if any, traded in.

(d) The difference between item (b) and item (c).

(e) The amount, if any, included for insurance, specifying the coverages and the cost of each type of coverage.

(f) The amount, if any, of official fees.

(g) The unpaid balance, which is the sum of items (d), (e), and (f).

(h) The amount of the service charge, if any.

(i) The time balance, which is the sum of items (g) and (h), payable by the buyer to the seller, the number of installments required, the amount of each installment expressed in dollars and the due date or period thereof.

(j) The time sale price.

The items need not be stated in the sequence or order set forth above; additional items may be included to explain the computations made in determining the amount to be paid by the buyer. (Added Stats. 1959, c. 201, p. 2095, § 1.)

§ 1803.4 *Obtaining signature of buyer to contract containing blank spaces*

The seller shall not obtain the signature of the buyer to a contract when it contains blank spaces to be filled in after it has been signed (Added Stats. 1959, c. 201, p. 2096, § 1.)

§ 1803.5 *Cost of insurance included in contract and separate charges made to buyer*

If the cost of any insurance is included in the contract and a separate charge is made to the buyer for such insurance:

(a) The contract shall state whether the insurance is to be procured by the buyer or the seller.

(b) The amount, included for such insurance, shall not exceed the premiums chargeable in accordance with rate fixed for such insurance by the insurer.

(c) If the insurance is to be procured by the seller or holder, he shall within 45 days after delivery of the good or furnishing of the services under the contract, deliver, mail or cause to be mailed to the buyer, at his address as specified in the contract, a notice thereof or a copy of the policy or policies of insurance or a certificate or certificates of the insurance so procured.

(d) The provisions of Insurance Code Section 1668 shall apply to any violation of this section. (Added Stats. 1959, c. 201, p. 2096, § 1.)

§ 1803.6 *Delinquency charges; costs of collection*

A contract may provide for the payment by the buyer of a delinquency charge on each installment in default for a period of not less than 10 days in an amount not in excess of 5 percent of such installment or five dollars (\$5), whichever is less, but a minimum charge of one dollar (\$1) may be made. Only one such delinquency charge may be collected on any such installment regardless of the period during which it remains in default. The contract may also provide for payment of any actual and reasonable costs of collection occasioned by removal of the goods from the State without written permission of the holder, or by the failure of the buyer to notify the holder of any change of residence, or by the failure of the buyer to communicate with the holder for a period of 45 days after any default in making payments due under the contract. (Added Stats. 1959, c. 201, p. 2096, § 1.)

§ 1803.7 *Delivery of copy of completed contract to buyer; acknowledgment of delivery; conclusive presumption*

The seller shall deliver to the buyer, or mail to him, at his address shown on the contract, a legible copy thereof completed in accordance with the provisions of this chapter. Until the seller does so, the buyer shall be obligated to pay only