Sec. 7. Section 28:9–203(2) of the District of Columbia Code is amended by inserting immediately after the word "subject" where it appears the second time the following: "to the District of Columbia Retail Installment Sales Act,".

Sec. 8. Notwithstanding section 28:9–204 of the District of Columbia Code, the consumer goods which are the subject of a retail installment contract shall serve as security only for the obligation arising out of the sale of such goods and related collection and default charges, and such goods shall not be made to secure any past or future advance or obligation of the buyer to the seller or to seller's assignee. This section shall not affect the right of a seller to take a security interest in accessions or in other goods to which such accessions are to be installed or affixed and shall not affect the right to place an encumbrance upon fixtures or real estate.

Sec. 9. (a) Notwithstanding section 28:9–206 of the District of Columbia Code, no retail installment contract or revolving charge account agreement shall contain any provision by which the buyer agrees not to assert against an assignee a claim or defense arising out of the sale of the consumer goods or services which are the subject matter of such contract or agreement.

(b) Notwithstanding sections 28:3–301 through 307 of the District of Columbia Code, no claim or defense arising out of a retail installment transaction which the buyer has against the seller, and which would be cut off by negotiation, shall be cut off by a provision in the contract or by transfer or negotiation of the contract or of a related promissory note to any third person, unless such contract or note is accompanied by a certificate, in such form as the Commissioners may by regulation prescribe, signed by both the buyer and the seller or their respective representatives and indicating the date each of them so signed, stating that the consumer goods which are the subject of the contract have geen delivered to and received by the buyer or his representative and appear to be those consumer goods which he purchased, or, if the contract is one for services, that the services which are the subject of the contract have been completely performed in accordance with the terms of the contract.

(c) If, as part of or in connection with a retail installment transaction, a note is taken by the seller, such note shall refer to the retail installment contract out of which it arises, and no subsequent holder shall be entitled to hold such note as a holder in due course unless the note or the contract out of which the note arose is accompanied by the certificate referred to in subsection (b).

(d) No person shall, in advance of the full delivery of the consumer goods which are the subject of a retail installment contract, or in advance of the full performance of services which are the subject of such a contract, require or permit the buyer to sign the certificate referred to in subsection (b), nor shall any person indicate or permit to be indicated on such certificate any date other than the date on which the buyer and the seller or the representatives of each of them, respectively, signed such certificate. Any person who requires or allows the buyer to sign such certificate in advance of delivery of the consumer goods or the performance of the services, as the case may be, and any person who places on such certificate a date other than the date on which the seller and the buyer, or the representatives of each of them, respectively, signed such certificate, shall be in violation of this Act.

(e) The execution by the buyer of the certificate referred to in this section shall not estop the buyer from asserting against the seller such rights and defenses as the buyer may have against the seller.

(f) The Commissioners are authorized by regulation to prescribe the form and content of the certificate referred to in this section, and to make such other regulations as may be necessary to carry out the purposes of this section.

Sec. 10. Notwithstanding section 28:9–208 of the District of Columbia Code, a buyer shall be given a written receipt for any payment when made in cash. Upon the written request of the buyer, the holder of a retail installment contract, whether such holder be the seller or an assignee of the contract, shall give or forward to the buyer a written statement of the total amount paid by him during such period as he may designate, but not in excess of three years prior to the date of such request, and also including either (1) a statement of the dates and the amounts of each of the payments made by him or on his behalf, or (2) the sum of the payments made by him or on his behalf during each billing period, depending on the manner in which the holder of the contract maintains his records. Such requested statement shall be given the buyer without charge not more often than once every six months. If any additional statement is requested by the buyer, it shall be supplied by the holder of the contract at a charge not in excess of one dollar for each additional statement so supplied.