

(3) "Commissioner" means the Commissioner of the District of Columbia or his designated agent; "Council" means the District of Columbia Council or its designated agent.

(4) "Consumer goods" means tangible chattels bought for use primarily for personal, family, or household purposes, including certificates or coupons exchangeable for such goods, and including consumer goods which, at the time of the sale or subsequently, are to be so affixed to real property as to become a part of real property whether or not severable therefrom, but the term "consumer goods" does not include goods acquired for commercial or business use or for resale, nor shall such term include any motor vehicle as such term is defined in the first section of the Act approved April 22, 1960 (74 Stat. 69; title 40, ch. 9, D.C. Code), providing for the regulation of finance charges for retail installment sales of motor vehicles in the District of Columbia.

(5) "Credit" means the right granted to a retail buyer to defer payment of debt or to incur debt and defer its payment.

(6) "District" means the District of Columbia.

(7) "Finance charge":

(a) "Finance charge" means the sum of all the charges directly or indirectly imposed upon and payable by a retail buyer, as an incident to the extension of credit in a retail installment transaction, including, but not limited to, amounts deemed a finance charge under subsection (2) of this section, loan fees, service and carrying charges, discounts, interest, time price differentials, investigators' fees, costs of any guarantee or insurance protecting the creditor against obligor's default or other credit loss.

(b) If itemized and disclosed under section 3.104, the term does not include (i) fees and charges prescribed by law which actually are or will be paid to public officials for determining the existence of or for perfecting or releasing or satisfying any security related to a retail installment transaction; (ii) taxes; (iii) charges or premiums for insurance against loss of or damage to property related to a retail installment transaction or against liability arising out of the ownership or use of such property; and (iv) charges or premiums for credit life, accident, and health insurance.

(8) "Home improvement contract" or "contract for home improvement work" means an agreement for the performance of home improvement work.

(9) "Home improvement work" means the construction of one or more additions to, other improvement, repair, restoration, alteration, conversion, or replacement of any residential property as herein defined, but the term "home improvement work" shall not extend to or include the sale or installation of any appliance, materials, household furnishings, or equipment, if not made part of the realty.

(10) "Home solicitation sale" means any sale, other than a sale by telephone or mail, giving rise to a retail installment contract where (1) the buyer's agreement or offer to purchase is made at a place other than the seller's place of business, and (2) the seller or his agent engages in personal solicitation of the buyer.

(11) "Open-end credit agreement" means an agreement, prescribing the terms of secured or unsecured retail installment transactions, which may take place from time to time thereunder, and providing that the buyer's periodic unpaid balance is payable in installments.

(12) "Person" means an individual, firm, concessionaire, partnership, joint stock company, corporation, association, incorporated society, statutory or common law trust, estate, executor, administrator, receiver, trustee, conservator, liquidator, committee, assignee, officer, employee, principal, or agent.

(13) "Retail buyer" or "buyer" means a person who buys consumer goods from a retail seller in a retail installment transaction and not principally for the purpose of resale, or who, under a retail installment contract, buys services from a retail seller.

(14) "Retail installment contract" means a contract evidencing a retail installment transaction and which is entered into within or has substantial contact with the District.

(15) "Retail installment transaction" means any retail transaction between a retail seller and a retail buyer in which there is an agreement for the purchase of consumer goods, or services, or both consumer goods and services, for which the price is to be paid in one or more deferred installments, and such term shall include any transaction involving a contract in the form of a bailment or a lease if the bailee or lessee contracts to pay compensation for the use of the consumer goods or services or both which are the subject of such contract and it is agreed that the bailee or lessee is bound to become, or, for no further, or a merely nominal, con-