



Home Solicitation Sales

by Mary Buettner
AASP-MO Association Attorney

Sometimes clients enter into contracts and then have second thoughts. They call me to ask if they can “get out of” the contract. Unless the contract involved a home solicitation sale, the answer is usually not what the client wants to hear.

Home solicitation sales are sales that involve the salesperson going to someone’s home in order to make a sale. Remember the vacuum cleaner salesmen of the old days? Home solicitation sales can often be rescinded, or voided, within a certain time period. The logic is that if a salesperson comes to your home and pressures you to buy something, you might make the purchase just to get them to leave. These sales often target the elderly and the homebound, which is another reason to provide some flexibility with regard to rescission.

Other types of sales are generally not subject to rescission, unless there is a specific law or regulation that allows rescission. In other words, if you sign a contract to purchase a car or dancing lessons, you cannot rescind that contract unless your state has a law or regulation that specifically allows rescission, or unless the contract allows rescission.

Therefore, before signing any contract, keep a few things in mind: First, read the entire contract to make sure it represents the terms you have agreed to. Second, ask that a rescission clause be added. For example, add a clause to the contract that gives you the right to void the

contract within three days. That way, if you change your mind, you would have a right to rescind, or get out of, the contract.

Mary Buettner is the AASP-MO Association Attorney and can be reached at 618/939-6439.