

Agreed To?	YES	No	Wdm
		X	
Voice Vte	Yeas	Nays	
	4	18	

Amendment Offered by Ms. Waters

To The Amendment in the Nature of a Substitute

Offered by Mr. Jones and Mr. Maloney

Page 9, strike line 16 and all that follows through page 12, line 24, and insert the following new section:

1 **"SEC. 1004. RENTAL-PURCHASE DISCLOSURES.**

2 “(a) IN GENERAL.—For each rental-purchase agree-
3 ment, the merchant shall disclose to the consumer the fol-
4 lowing, to the extent applicable:

5 “(1) The date of the consummation of the rent-
6 al-purchase transaction and the identities of the
7 merchant and the consumer.

8 “(2) A brief description of the rental property,
9 which shall be sufficient to identify the property to
10 the consumer, including an identification or serial
11 number, if applicable, and a statement indicating
12 whether the property is new or used, and a brief de-
13 scription of any damages to the property, if applica-
14 ble.

15 “(3) A description of any fee, charge or penalty,
16 in addition to the periodic payment, that the con-



1 consumer may be required to pay under the agreement,
2 which shall be separately identified by type and
3 amount and shall be reasonably related to the cost
4 of any service performed.

5 “(4) A statement that the transaction is a rent-
6 al-purchase arrangement and that the consumer will
7 not obtain ownership of the property until the con-
8 sumer has paid the total dollar amount necessary to
9 acquire ownership.

10 “(5) The amount of any initial payment, includ-
11 ing the first periodic payment, and the total amount
12 of any fees, taxes, or other charges, required to be
13 paid by the consumer on or before the later of—

14 “(A) the consummation of the agreement;

15 or

16 “(B) the delivery of the property.

17 “(6) The amount and timing of periodic pay-
18 ments.

19 “(7) The total number and total dollar amount
20 of periodic payments necessary to acquire full owner-
21 ship of the property. The merchant shall include in
22 the total dollar amount all initial fees or charges, ex-
23 cluding taxes, required to be paid on or before con-
24 summation of the agreement or delivery of the prop-
25 erty.



1 “(8) The amount of the cash price of the prop-
2 erty and, if the agreement involves the rental of 2
3 or more items as a set (as defined by the Board in
4 regulations) a statement of the aggregate cash price
5 of all items shall satisfy this requirement.

6 “(9) A statement of the consumer’s right to ter-
7 minate the agreement at any time without penalty
8 by voluntarily surrendering or returning the prop-
9 erty in good repair upon expiration of any lease
10 term.

11 “(10) Substantially the following statement:
12 ‘OTHER IMPORTANT TERMS: See your rental-
13 purchase agreement for additional important infor-
14 mation on termination procedures, purchase option
15 rights, reinstatement rights, responsibilities for loss,
16 damage or destruction of the property, warranties,
17 maintenance responsibilities, and other charges or
18 penalties you may incur.’.

19 “(b) FORM OF DISCLOSURE.—

20 “(1) IN GENERAL.—The disclosures required by
21 subsection (a) shall be made as part of the rental-
22 purchase agreement to be signed by the consumer.

23 “(2) HIGHLIGHTED DISCLOSURES.—The disclo-
24 sures required by paragraphs (4) through (10) of
25 subsection (a) shall be segregated from other infor-



1 mation at the beginning of the rental-purchase
2 agreement and shall contain only directly related in-
3 formation, and shall be identified in boldface, upper-
4 case letters as follows: 'IMPORTANT RENTAL-
5 PURCHASE DISCLOSURES.'

6 "(c) ACCURACY OF DISCLOSURE.—

7 "(1) IN GENERAL.—The disclosures required to
8 be made under subsection (a) shall be accurate as of
9 the date the disclosures are made, based on the in-
10 formation available to the merchant.

11 "(2) INFORMATION SUBSEQUENTLY RENDERED
12 INACCURATE.—If information required to be dis-
13 closed under subsection (a) is subsequently rendered
14 inaccurate as a result of any agreement between the
15 merchant and the consumer subsequent to the deliv-
16 ery of the required disclosures, the resultⁱⁿ inaccuracy
17 shall not constitute a violation of this title.

