

# MAINE STATE LEGISLATURE

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# 115th MAINE LEGISLATURE

## SECOND REGULAR SESSION-1992

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Legislative Document

No. 2113

H.P. 1501

House of Representatives, January 7, 1992

Approved for introduction by a majority of the Legislative Council pursuant to Joint Rule 26.  
Reference to the Committee on Business Legislation suggested and ordered printed.

A handwritten signature in cursive script that reads "Ed Pert".

EDWIN H. PERT, Clerk

Presented by Representative GURNEY of Portland.  
Cosponsored by Senator RICH of Cumberland.

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STATE OF MAINE

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IN THE YEAR OF OUR LORD  
NINETEEN HUNDRED AND NINETY-TWO

---

**An Act to Clarify and Improve the Regulation of Home Food Service  
Plans.**

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Be it enacted by the People of the State of Maine as follows:

2  
3 Sec. 1. 9-A MRSA §3-503-A, as enacted by PL 1991, c. 239, §1,  
4 is further amended by adding at the end a new paragraph to read:

6 This section does not apply to any sale, by any seller, made  
7 pursuant to Title 32, chapter 69, subchapter VI, of home food  
8 service plans.

10 Sec. 2. 32 MRSA §4662-A, as enacted by PL 1991, c. 239, §2,  
11 is further amended by adding at the end a new paragraph to read:

12 This section does not apply to any sale, by any seller, made  
13 pursuant to chapter 69, suchapter VI, of home food service plans.

14  
15 Sec. 3. 32 MRSA c. 69, sub-c. VI is enacted to read:

16  
17 SUBCHAPTER VI

18  
19 HOME FOOD SERVICE PLAN SALES

20  
21 §4673. Definitions

22  
23 As used in this subchapter, unless the context otherwise  
24 indicates, the following terms have the following meanings.

25  
26 1. Buyer. "Buyer" means both the actual and prospective  
27 purchaser of food items, nonfood items or services through a home  
28 food service plan but does not include persons purchasing such  
29 items for resale.

30  
31 2. Contract. "Contract" means all of the collective  
32 written agreements subscribed by a buyer at the time of sale  
33 related to the purchase of a home food service plan, except  
34 promissory notes or other financing agreements.

35  
36 3. Food item. "Food item" means each edible product sold  
37 as part of a home food service plan, including but not limited to  
38 each constituent part or kind of meat cut from a primal source,  
39 each kind of whole poultry or poultry part, seafood products and  
40 other like products.

41  
42 4. Home food service plan. "Home food service plan" means  
43 the offering for sale to a consumer of any food item or food item  
44 in combination with any nonfood product or services, whether or  
45 not a membership fee or similar charge is involved, for a total  
46 price in excess of \$200, if either:

2           A. The item or items are to be delivered to the dwelling of  
3           the household consumer; or

4           B. The contract is entered into at the dwelling of the  
5           household consumer.

6           5. Item price. "Item price" means the price of a food or  
7           nonfood item sold as part of a home food service plan, computed  
8           to the nearest whole cent, exclusive of any service charges and  
9           expressed in relation to the appropriate unit of weight, measure  
10           or count of the item.

11           6. Nonfood item. "Nonfood item" means each inedible  
12           product sold as part of a home food service plan, including but  
13           not limited to paper products, health and beauty products,  
14           detergents, cleaners and disinfectants, rolls of wrapping and  
15           like products. "Nonfood item" does not include food items and  
16           durable consumer goods such as appliances.

17           7. Primal source. "Primal source" means the following  
18           cuts: for beef, the primal sources are the round, flank, loin,  
19           rib, plate, brisket, chuck and shank; for veal and lamb or  
20           mutton, the primal sources are the leg, flank, loin, rack (rib)  
21           and shoulder; and for pork, the primal sources are the belly,  
22           loin, ham, spareribs, shoulder and jowl.

23           8. Seller. "Seller" means any person, partnership,  
24           corporation or association, however organized, engaged in the  
25           sale of a home food service plan.

26           9. Service charge. "Service charge" means the aggregate  
27           price for any additional features, services and processing  
28           associated with the purchase of a home food service plan,  
29           including but not limited to cutting, wrapping, freezing,  
30           delivery and membership fees.

31           §4674. Written agreement and disclosure requirements at the time  
32           of sale

33           1. Contents of written agreement. The seller shall provide  
34           the buyer with a single document, referred to in this subsection  
35           as the "written agreement," which must clearly and conspicuously  
36           disclose the following:

37           A. The name, address and telephone number of the seller and  
38           the name and address of the buyer;

39           B. The date of the written agreement;

2 C. The price of the food and nonfood items of the home food  
3 service plan;

4 D. The price of the service charge associated with the home  
5 food service plan;

6 E. The total price of the home food service plan including  
7 the price of the food and nonfood items and the price of the  
8 service charge; and

10 F. A statement that the buyer has the right to cancel the  
11 home food service plan contract until midnight of the 3rd  
12 business day after the date on which the buyer executed the  
13 contract or after the day on which the seller provided the  
14 buyer with a fully executed copy of the contract, whichever  
15 is later, by giving written notice of cancellation to the  
16 seller. A notice in the form provided in federal or state  
17 statutes, rules or regulations governing form of notice of  
18 right of cancellation, including notice pursuant to Title  
19 9-A, section 3-503, is considered satisfactory notice of the  
20 requirements of this section.

22 2. Additional contract document; disclosure. In addition  
23 to the disclosures required on the written agreement under  
24 subsection 1, the following disclosures must be given to the  
25 buyer in additional contract documents at the time of sale:

26 A. A written list of all food and nonfood items offered for  
27 sale that includes:

28 (1) The identity of each item and, where applicable,  
29 the USDA quality grade of the item, the primal source  
30 and the brand or trade name;

31 (2) The quantity of each item;

32 (3) The estimated serving size by net weight of each  
33 piece of meat, poultry and seafood item offered for  
34 sale under the home food service plan. These estimates  
35 may not differ from the actual weight at the time of  
36 delivery by more than 5% and that the dollar value of  
37 the meat, poultry and seafood items delivered must be  
38 equal to or greater than that represented to the buyer;  
39 and

40 (4) The net weight, measure or count of all other food  
41 and nonfood items offered for sale;

42 B. A dated item price list stating in dollars and cents the  
43 price per kilogram or pound or other appropriate unit of  
44

2 measure and the total sale price of each food item to be  
3 delivered. This price list must clearly and conspicuously  
4 make reference to whether there are additional costs  
5 disclosed in the written contract relating to any service  
6 charges associated with the purchase of the home food  
7 service plan; and

8 C. If a membership is sold, a written statement of all  
9 terms, conditions, benefits and privileges applicable to the  
10 membership.

12 **§4675. Contract and disclosure requirement at the time of**  
13 **delivery**

14 **1. Receipt; disclosure.** Except where preempted by  
15 applicable federal packaging and labeling law, the seller shall  
16 provide a receipt for signature by the buyer disclosing the  
17 following information:

18 **A. The identity of the item and the net quantity of the**  
19 contents by either weight, measure or count as required by  
20 applicable law. The net weight of each food item delivered  
21 must be within the tolerance specified in section 4674,  
22 subsection 2, paragraph A, subparagraph (3); and

23 **C. The item price and total sales price of each food and**  
24 nonfood item. The item price must be the same as that  
25 specified on the item price list given to the buyer at the  
26 time of sale.

27 **Sec. 4. 32 MRSA §4681, sub-§3,** as amended by PL 1991, c. 239,  
28 **§3,** is further amended to read:

29 **3. Merchandise.** "Merchandise" includes any objects, wares,  
30 goods, promises, commodities, intangibles, services or other  
31 things of value but does not include food, except food sold by  
32 directly contacting the consumer in the consumer's residence  
33 unless sold pursuant to the requirements of chapter 69,  
34 subchapter VI or technical and vocational schools located outside  
35 of the State that are registered pursuant to Title 20-A, section  
36 9501.

37 **STATEMENT OF FACT**

38 This bill expands upon Public Law 1991, chapter 239 by  
39 providing a specific regulatory framework for home food service  
40 plan sales. The bill clarifies differences among permissible and  
41 prohibited sales methods and requires all those who sell services  
42 or memberships as well as food products with home food service

plans to provide in writing the item price for each food product  
2 sold and to provide consumers a single simply phrased contract  
separately setting forth the aggregate cost of the services or  
4 membership purchased and the aggregate cost of the food products.