

NOTICE OF CANCELLATION

COPY 1 OF 2 — the buyer sends this one to cancel.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Date of transaction: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to _____, at _____, NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's signature _____

Printed name _____

Date _____

NOTICE OF CANCELLATION

COPY 2 OF 2 — the buyer keeps this one.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Date of transaction: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

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To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to _____, at _____, NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's signature _____

Printed name _____

Date _____

BEFORE YOU HAND THESE OVER

The two pages before this one are the form required by the Federal Trade Commission's Cooling-Off Rule, 16 CFR Part 429. The wording on them is the regulation's own. Four things on each copy are blank because § 429.1(c) makes filling them in the seller's job: your business name, the address of your place of business, the date of the transaction, and the date by which the buyer may cancel.

That last date is the one to be careful with. It is midnight of the third business day after the date of the transaction, and the rule's own definition of a business day is not the one anybody means by it: § 429.0 says any calendar day except Sunday or a federal holiday. Saturday counts. Sunday does not. Count it wrong in the direction that shortens the buyer's three days and the form is defective — § 429.1(c) requires a date "not earlier than the third business day".

Both copies go to the buyer at the time of signing — one to send back, one to keep — attached to the contract and easily detachable, along with a completed copy of the contract itself.

WHAT THIS FORM DOES NOT TELL YOU

This is not legal advice. Trueline works out a date from a federal rule; it does not advise anybody on a contract.

This is the federal rule only — 16 CFR Part 429. Many states have their own home-solicitation or home-improvement contract laws, several give the buyer longer than three days, and some require wording of their own. Trueline does not know which state this job is in or what that state requires, and it has not checked. Whichever period is longer is the one that protects the buyer, so check your state before you rely on three days.

The federal rule has exclusions this app cannot see — a deal negotiated at your own permanent premises and only signed later, a genuine emergency where the buyer has written and signed a waiver in their own hand, a sale arranged entirely by post or telephone. If one of those fits, the notice may not be required at all.