



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF REGULATORY BOARDS
ALARM SYSTEMS CONTRACTORS BOARD
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Tennessee Alarm Contractors Licensing Act Tennessee Consumer Protection Act

Individuals who come to your home selling Alarm Systems are regulated by the “Tennessee Alarm Contractors Licensing Act”, and the “Tennessee Consumer Protection Act”.

- The alarm company is required to be certified by the Alarm Systems Contractors Board.
- The alarm company is required to have a Designated Qualifying Agent License holder who is responsible for overseeing and supervising alarm systems contractor operations.
- The alarm company is required to register all employees who sell, service or install alarm systems.
- All alarm qualifying agents and registered alarm employees are required to wear a photo identification card issued by the Board in a conspicuously visible location on their person when on the official business of an alarm systems contractor.

“Home Solicitation Sales” or Door to Door Sales are regulated by the **Tennessee Consumer Protection Act**.

The Consumer Protection Act has regulations in place for Home Solicitation that require that the seller, the person who comes to your home to sell you an alarm system, must offer the consumer written information on how to cancel the contract within three (3) business days. This act requires the seller to provide the consumer with two (2) copies of this document should they choose to cancel the contract within the three (3) days allowed by the Act.

Tenn. Code Ann. § 47-18-703(1)

The buyer has the right to cancel a home solicitation sale until twelve o'clock midnight (12:00) of the third business day after the day on which the buyer signs an agreement or offer to purchase which complies with **TCA § 47-18-704**.

Tenn. Code Ann. § 47-18-704. Cancellation — Notice to buyer of rights.

(a) In a home solicitation sale, unless the buyer requests the seller to provide goods or services without delay in an emergency, the seller must present to the buyer a receipt if it is a cash or credit card sale or, in the case of a credit sale, obtain the buyer's signature to a written agreement or offer to purchase which designates as the date of the transaction the date on which the buyer actually makes payment in whole or in part or signs. Contained on any such receipt, written agreement, or offer to purchase, there shall be a readily legible statement as described in subsection (b).

(b) The statement required in subsection (a) shall:

(1) Appear on the front side of the receipt or contract, or immediately above the buyer's signature, under the conspicuous caption: "BUYER'S RIGHT TO CANCEL"; and

"If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before twelve o'clock midnight (12:00) of the third business day after you sign this agreement. The notice must be mailed to: (insert address of seller). name and mailing"

(c) In lieu of the form of notice required by subsection (b), a seller may comply with the requirements of the federal statutes, rules, or regulations governing the form of notice of the right of cancellation in door-to-door sales.

(d) Until the seller has complied with this section, the buyer may cancel the home solicitation sale by notifying the seller in any manner and by any means of the buyer's intention to cancel.

(e) A home solicitation sale shall be deemed to be in compliance with the notice requirements of this statute if:

(1) The buyer may at any time:

(A) Cancel the order;

(B) Refuse to accept delivery of the goods without incurring any obligation to pay for them; or

(C) Return the goods to the seller and receive a full refund for any amount the buyer has paid; and

(2) The buyer's right to cancel the order, refuse delivery, or return the goods without obligation or charge at any time is clearly and unmistakably set forth on the face or reverse side of the sales ticket.

If you feel that your consumer rights have been violated by an Alarm Systems Contractor or an employee of an Alarm Systems Contractor, you can file a complaint with the **Tennessee Alarm Systems Contractors Board** and you can file a complaint with the **Tennessee Division of Consumer Affairs**.

www.tn.gov/consumer/