

Chapter Ag 110

ROOFING AND SIDING

Ag 110.01 Prohibited trade practices; roofing and siding Ag 110.02 Contract requirements

Ag 110.01 Prohibited trade practices; roofing and siding. All persons, firms and corporations, their officers, representatives, agents and employes, in selling roofing and siding at retail in Wisconsin, shall cease and desist from using any methods of competition and trade practices that mislead or tend to mislead or deceive prospective customers, and particularly the following:

(1) To misrepresent or falsely state to a prospective customer that his dwelling is to serve as a so-called "model home" or "advertising job", and that he will be paid a commission or other compensation for any other sales which the seller may make in the vicinity or within a specified distance from the customer's home and in that way lead the customer to believe that the cost of the improvement will be fully paid or greatly reduced by reason thereof.

(2) To tell or represent to a prospective customer that he is being given a "wholesale price", or "special price", "at cost", or at a "confidential discount", or some other special concession that is to be arranged for his particular benefit when such is not the case.

(3) To falsely represent that some official of the seller company is especially interested in seeing that the customer gets a bargain and that if the offer is not accepted immediately it will be withdrawn.

(4) To lead a prospective customer to believe that the material he is getting is fireproof or incombustible when it is only fire-resistant; or lead a customer to believe that he is to receive material manufactured by a well-known or nationally advertised manufacturer or concern, or to otherwise in any manner misrepresent any material fact as to the quality, weight or character of the material to be furnished; or to deliver material substituted for or in imitation of any sample or otherwise described material shown to the prospective customer; or in any other manner to deceive or mislead the prospective customer as to trade-mark, trade name, brand, label, or otherwise designated or identified materials; or deliver to him material of cheaper or lower quality.

(5) To give any guarantee that is not specific, definite and clear and which the seller is not in a position to or is unable to comply with, or which the manufacturer does not give to his customers, or in any way misrepresent the durability of the material.

(6) To apply a small amount of material and tell the customer that it is done as a test of some kind when in truth and in fact it is done so that the seller can claim that the work has actually begun on the job and force the purchaser into the terms of the contract.

(7) To misrepresent or falsely state to a prospective customer or lead the customer to believe that in the event of unemployment, sickness, death, or for any other reason the customer is unable to make the payments agreed upon, he is fully protected by an insurance policy or other form of protection.

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(8) To mislead or induce the customer to sign a written instrument in which the customer agrees to pay certain sums of money by telling or representing to him that he is signing a "completion slip", "financial statement", or some document that will impose no obligation upon him.

(9) To make derogatory statements of or concerning any competitor, his materials, workmanship, reputation or responsibility; or induce or attempt to induce the breach of any existing contract or contracts between competitors or suppliers by any means whatsoever; or wilfully interfere with or obstruct the performance of any contract for the sale of materials or services by a competitor.

Ag 110.02 Contract requirements. All contracts or agreements between buyer or seller in which the sale of roofing and siding at retail is the basis of the contract, shall be in writing and shall clearly and completely specify and set forth any and all provisions, guarantees, warranties, representations or statements made by the seller, salesman or representative, and the same shall constitute the entire agreement between them, and all descriptions and details thereof shall be specified, with particular reference to:

- (1) Type and quality of materials;
- (2) Terms and conditions of any financing plan or agreement;
- (3) Total gross cost of completed job including all interest, carrying or other charges, so that the total amount to be paid by the customer is clear and unmistakable;
- (4) In the event any promissory note or other evidence of indebtedness is to be signed by the customer, the seller shall fully advise the customer or purchaser as to the nature of the same, its terms and conditions, and shall furnish and deliver to the customer or purchaser a true and accurate copy thereof at the time it is signed. The customer shall not be required to sign the note until the work is completed;
- (5) A true and accurate copy of all contracts, pertaining to the transaction, shall be left with the customer; and financial statement of the customer shall not be taken unless the customer reads the same in full after it is made out and before signing or delivery by the customer, and unless a copy thereof, or a statement containing the essential information it contains is left with the customer.
- (6) If the customer is unable to read, all documents signed by him shall be read to him by some third person designated by him and having no connection with the seller.

Note: A written contract to furnish shingles and cover the outside of defendants' residence with them, which required defendants to sign a judgment note for the contract price at the time of and as part of the contract, violated an order of the Department of Agriculture issued under section 100.20, Wis. Stats., and relating to methods of competition in selling roofing and siding at retail and to contracts pertaining thereto, so that the contract was void as a matter of law. *Perma-Stone Corp. v. Merkel*, 355 W 565.