S T A T E O F N E W Y O R K

898

2011-2012 Regular Sessions

I N S E N A T E

(PREFILED)

January 5, 2011

Introduced by Sen. STAVISKY -- read twice and ordered printed, and when printed to be committed to the Committee on Cities

AN ACT to amend the administrative code of the city of New York, in relation to requiring certain contracts to be written in the language in which such contracts were negotiated

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. The administrative code of the city of New York is amended by adding a new section 20-700.1 to read as follows:

S 20-700.1 CONTRACTS IN CERTAIN LANGUAGES FOR THE SALE OR LEASE OF NEW OR USED MOTOR VEHICLES. ANY RETAIL MOTOR VEHICLE DEALER WHO NEGOTIATES PRIMARILY IN A LANGUAGE OTHER THAN ENGLISH, ORALLY OR IN WRITING, IN THE COURSE OF ENTERING INTO A CONTRACT FOR THE SALE OR LEASE OF A NEW OR USED MOTOR VEHICLE, SHALL DELIVER TO THE CONSUMER WHO IS THE OTHER PARTY TO SUCH CONTRACT AND PRIOR TO THE EXECUTION OF SUCH CONTRACT, AN UNSIGNED TRANSLATION OF SUCH CONTRACT, IN THE LANGUAGE IN WHICH SUCH CONTRACT WAS NEGOTIATED.

A. IN ADDITION TO THE PENALTIES IMPOSED UNDER THIS SUBCHAPTER, FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION SHALL ENTITLE THE AGGRIEVED CONSUMER TO CANCEL SUCH CONTRACT. UPON A FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION, THE AGGRIEVED CONSUMER MAY CANCEL THE CONTRACT. FOR PURPOSES OF THIS SECTION, CANCELLATION SHALL BE DEEMED TO HAVE OCCURRED WHEN WRITTEN NOTICE OF CANCELLATION IS GIVEN TO THE RETAIL DEALER. NOTICE OF CANCELLATION, IF MAILED, SHALL BE DEEMED DELIVERED ON THE DATE OF THE POSTMARK. NOTICE OF CANCELLATION SHALL BE SUFFICIENT IF SUCH NOTICE INDICATES THE INTENTION OF THE CONSUMER NOT TO BE BOUND BY SUCH CONTRACT. IF A CONSUMER CANCELS A CONTRACT PURSUANT TO THIS SUBDIVISION, THE RETAIL DEALER SHALL NOT IMPOSE ANY PENALTY OR OBLIGATION UPON SUCH CONSUMER. WHEN A CONTRACT, WHICH HAS BEEN SOLD AND ASSIGNED TO A FINANCIAL INSTITUTION IS CANCELED PURSUANT TO THIS

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.

LBD00037-01-1

SECTION, SUCH CONSUMER SHALL MAKE RESTITUTION TO AND HAVE RESTITUTION MADE BY THE RETAIL DEALER WITH WHOM HE OR SHE MADE THE CONTRACT, AND SHALL GIVE NOTICE OF CANCELLATION TO THE ASSIGNEE. NOTWITHSTANDING THAT THE CONTRACT WAS ASSIGNED WITHOUT RECOURSE, THE ASSIGNMENT SHALL BE DEEMED CANCELED AND THE ASSIGNOR SHALL PROMPTLY REPURCHASE THE CONTRACT FROM THE ASSIGNEE.

B. THE TERMS OF THE CONTRACT WHICH IS EXECUTED IN THE ENGLISH LANGUAGE SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. HOWEVER, THE TRANSLATION OF THE CONTRACT IN ANY LANGUAGE OTHER THAN ENGLISH IN WHICH THE CONTRACT WAS NEGOTIATED SHALL BE ADMISSIBLE IN EVIDENCE ONLY TO SHOW THAT NO CONTRACT WAS ENTERED INTO BECAUSE OF A SUBSTANTIAL DIFFERENCE IN THE MATERIAL TERMS AND CONDITIONS OF THE CONTRACT AND THE TRANSLATION.

C. THE PROVISIONS OF THIS SECTION SHALL BE IN ADDITION TO ANY OTHER RIGHTS TO REVOKE AN OFFER.

S 2. This act shall take effect on the one hundred twentieth day after it shall have become a law and shall apply to contracts entered into on or after such date.