

RULE ADOPTIONS
VOLUME 44, ISSUE 2
ISSUE DATE: JANUARY 17, 2012
LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

Readoption with Amendments: N.J.A.C. 13:45A

Adopted Repeals: N.J.A.C. 13:45A-15 and 13:45A-22 Appendices A through D

Administrative Rules of the Division of Consumer Affairs

Proposed: May 2, 2011 at 43 N.J.R. 1130(a).

Adopted: November 10, 2011 by Thomas R. Calcagni, Director, Division of Consumer Affairs.

Filed: December 14, 2011 as R.2012 d.016, **with substantial and technical changes** not requiring additional public notice and comment (see N.J.A.C. 1:30-6.3).

Authority: N.J.S.A. 45:14-57 and 56:8-1 et seq., specifically 56:8-4.

Effective Dates: December 14, 2011, Readoption;
January 17, 2012, Amendments and Repeals.

Expiration Date: December 14, 2018.

Summary of Public Comments and Agency Responses:

The official comment period ended July 1, 2011. The Division of Consumer Affairs (Division) received comments from the following individuals:

1. Carolyn Torre RN, MA, APN, Director, Regulatory Affairs, New Jersey State Nurses Association;
2. Michael G. Rowles, Executive Vice President and General Counsel Live Nation/Ticketmaster;
3. Wendy Russalesi, Executive Director Jersey Association of Medical Equipment Services;
4. Brian C. Dareff, Earp Cohn P.C. for American Honda Motor Co.; and
5. William K. Mosca, Jr., Bevan, Mosca Giuditta & Zarillo, P.C., Counsel for AT&T Communications of N.J., L.P.; AT&T Corp.; and AT&T Mobility LLC.

1. COMMENT: A commenter supports the Division's proposal to readopt N.J.A.C. 13:45A-26E.8 without amendment. The commenter stated that in its experience the rules have been well received and are functioning in the marketplace as anticipated.

RESPONSE: The Division thanks the commenter for its support.

2. COMMENT: A commenter generally supports the Division's proposal to readopt Subchapter 9, the rules on general advertising and the proposed amendments. But the commenter asserts that adherence to the use of a 10-point type minimum is impractical and unnecessary for advertising messages that appear on, or in connection with, small consumer items or in banner advertisements on the Internet. The commenter suggests that the rules require that disclaimers be set forth in a type size or style that is clear and conspicuous relative to the other type sizes and styles used in the advertisement.

RESPONSE: The Division agrees that requiring 10-point type may be impractical in some situations such as writings that appear on small items such as smart phones. The Division agrees to make a change to the rule, but as such would be too substantive to make upon adoption, the Division will propose a change in a future rulemaking.

3. COMMENT: A commenter expressed concerns about the obligations imposed by the proposed amendment to

N.J.A.C. 13:45A-20.5(a), which would require that a place of entertainment or its agent print the price of each ticket on the face of the ticket and include ticket prices in all advertising. The commenter asserts that it would be onerous, due to the number of price points for an event, and it could confuse consumers. In almost all instances, the lower priced tickets are the first to sell out. Advertising that still shows the lower price tickets may cause consumers to believe that those tickets are still available, even though they have sold out. Consumers may believe that the venue or its agent has engaged in bait and switch tactics. The commenter believes that the live entertainment industry is moving toward dynamic pricing where ticket prices are determined by demand. The proposed amendment would become obsolete under dynamic pricing.

RESPONSE: The proposed amendment implements the amendment to N.J.S.A. 56:8-33, enacted as part of P.L. 2008, c. 55. The Division is constrained by statute; it cannot change the proposed amendment. The Division notes that there are bills pending in the Legislature that would further amend N.J.S.A. 56:8-26 et seq.

4. COMMENT: A commenter generally supports the rules proposed for adoption with amendments because they are designed to help protect the health and safety of New Jersey consumers. But the commenter requests that N.J.A.C. 13:45A-24.2, which requires that physicians and medical directors report toy-related injuries or deaths, be amended to require advanced practice nurses (APNs), as well as physicians and medical directors, to report toy-related injuries or deaths. The commenter states that APNs, who are pediatric and family nurse practitioners, are increasingly children's primary health care providers and may well be the clinician who identifies a toy-related injury or death in a child.

RESPONSE: N.J.A.C. 13:45A-24.2 mirrors N.J.S.A. 52:17B-124.1 (the Act), which was enacted as P.L. 1991, c. 250 and became effective on August 8, 1991. P.L. 1991, c. 377 (N.J.S.A. 45:11-45 et seq.), which created the certification scheme for advanced practice nurses (nurse practitioners/clinical nurse specialists prior to the enactment of P.L. 1999, c. 85), was enacted on January 15, 1992. The Legislature did not amend the Act to require APNs to report toy-related injuries or deaths when P.L. 1991, c. 377 was enacted. While the Division may agree with the commenter that requiring advanced practice nurses to report toy-related injuries or deaths is likely to advance the health and safety of New Jersey consumers, the Division has no statutory authority to impose that [page=167] requirement on APNs by rule. APNs are encouraged to make reports; the information they report will be treated in the same manner as reports mandated for physicians.

5. COMMENT: A commenter asserts that the inclusion of the terms "co-manufacturer" and "post-manufacturer modifier" in the definition of "manufacturer" in N.J.A.C. 13:45A-26.2 is not consistent with N.J.S.A. 56:12-30. The commenter "recognizes the Division's goal to minimize the number of changes to this Subchapter...", but warns that the inconsistency may be confusing to consumers. A consumer drafting a notification of a potential claim or reviewing a disclosure or other writing may not be aware that the meaning of the terms may differ depending on whether the statutory or code definition is used.

RESPONSE: The Division's desire to minimize the number of changes to Subchapter 26 was not for the benefit of the Division. With respect to the definition of manufacturer in N.J.A.C. 13:45A-26.2, the Division stated in the Regulatory Flexibility Analysis: The Division is proposing amendments that define and redefine certain terms, so that the wording on forms of notice to consumers now in use does not change and the forms can continue to be used, rather than require businesses to print new forms and destroy supplies of the existing forms.

The new car lemon law, N.J.S.A. 56:12-29 et seq., was extended to authorized emergency vehicles by P.L. 2009, c. 324. The Senate Commerce Committee statement read that "due to this extension, the bill incorporates into the 'lemon law' definitions and references to additional parties involved in the manufacturing of new authorized emergency vehicles beyond just the 'manufacturer' as currently defined under the law. These other parties include a 'co-manufacturer' or 'post-manufacturing modifier.'" Authorized emergency vehicles include "vehicles of the fire department, police vehicles and such ambulances and other vehicles as are approved by the chief administrator [of the Motor Vehicle Commission] when operated in response to an emergency call."

The requirement under N.J.S.A. 56:12-34 that a statement of a consumer's rights and remedies under the lemon law be delivered to a consumer by a manufacturer through its dealer at the time of purchase or lease, was in the lemon law when originally enacted (P.L. 1988, c. 123). Until the enactment of P.L. 2009, c. 324, the law applied to a passenger automobile or motorcycle. The Division believes that the statement of a consumer's rights and remedies was meant to be delivered to the consumer at the dealer where the passenger automobile or motorcycle was purchased or leased. The

Division believes that the statement has little or no meaning in connection with the purchase of emergency vehicles, which are extremely expensive; the purchase contracts for them are heavily negotiated by the governmental agencies or volunteer organizations that purchase them. Therefore, it is unlikely that the consumer for whom the statement was intended will be confused by the use of the term "manufacturer" to include a co-manufacturer or a post-manufacturing modifier, which are not relevant to the consumer's purchase or lease of a passenger car or motorcycle.

6. COMMENT: A commenter points out that the inclusion of the words "serious safety defect" in the proposed amendment to N.J.A.C. 13:45A-26.7(b)1, does not conform to the statute. The proposed amendment reads: "... or that the nonconformity is a serious safety defect, which is likely to cause death or serious bodily injury if the vehicle is driven. . ." The commenter suggests modifying the language to read "...or that the nonconformity is a defect which is likely to cause death or serious bodily injury if the vehicle is driven..."

RESPONSE: The Division agrees with the commenter and will make the requested change upon adoption. The change does not require republication; there is no change in meaning. A nonconformity likely to cause death or serious bodily injury if the vehicle driven is a serious defect.

7. COMMENT: A commenter reads N.J.A.C. 13:45A-26E, proposed to be readopted, to encompass motorized wheelchairs only and asserts that the definition in N.J.A.C. 13:45A-26E.2 should not be expanded to include other motorized medical equipment such as scooters.

RESPONSE: The commenter is not correct. Including motorized power scooters designed primarily for indoor use in the definition of "motorized wheelchair" in N.J.A.C. 13:45A-26E.2 is not expanding the definition. The definition in the rule follows N.J.S.A. 56:12-75.

8. COMMENT: The commenter states that it believes that N.J.A.C. 13:45A-26E should apply only to the base of the motorized wheelchair and should not encompass accessories or add-on equipment.

RESPONSE: The commenter is not correct. The definition of "motorized wheelchair" in N.J.A.C. 13:45A-26E, which is the same as in N.J.S.A. 56:12-75, states that it includes "all accompanying power accessories utilized to operate the wheelchair, which a consumer purchases or accepts transfer of in this State for the purpose of increasing independent mobility, in the activities of daily living of an individual who has limited or no ambulation abilities."

9. COMMENT: The commenter asks how N.J.A.C. 13:45A-26E will impact sales made by out-of-State vendors or Internet companies to New Jersey residents and whether it will apply to manufacturers outside of the United States. The commenter believes that the regulation "should not apply only to in-State sales to New Jersey residents."

RESPONSE: The Division believes that the commenter's quoted statement does not follow from the commenter's question. As provided in N.J.A.C. 13:45A-26E.1(b)1, the rules in Subchapter 26E apply to manufacturers of motorized wheelchairs sold or leased in the State of New Jersey. That includes manufacturers located out-of-State or outside the United States, but only as to wheelchairs sold or leased in the State.

10. COMMENT: The commenter believes that "the law should speak to the difference of non-operational versus non-functional." That it is ultimately decided that the motorized wheelchair does not suit the individual's intended need, should not be grounds for a claim under this subchapter.

RESPONSE: The remedies and procedures under N.J.A.C. 13:45A-26E cannot be invoked unless a nonconformity exists, namely a condition or defect that substantially impairs the use, value, or safety of a motorized wheelchair, and which is covered by an express warranty applicable to the motorized wheelchair or to a component of the motorized wheelchair. That the motorized wheelchair does not meet the individual's intended need is not a nonconformity.

11. COMMENT: The commenter asks whether the index of motorized wheelchair disputes provided for in N.J.A.C. 13:45A-26E.15 will be available to the public and the provider community.

RESPONSE: The index of motorized wheelchair disputes is listed by make and model and shows their disposition. This index will be available upon written request. The Division will change N.J.A.C. 13:45A-26E.15 upon adoption to

clarify the availability of the index. Republication is not required because the change upon adoption merely clarifies how to obtain a copy of the index currently provided for in the rule because all matters regarding the Wheelchair Lemon law must be submitted in written correspondence pursuant to N.J.A.C. 13:45A-26E.4.

12. COMMENT: The commenter asks whether specific timeframes will be established from the time of sale for a claim to be presented to the manufacturer.

RESPONSE: Under N.J.A.C. 13:45A-26E.5(b), all criteria necessary to pursue a Wheelchair Lemon Law claim must have been met within one year of delivery of the motorized wheelchair or within the terms of an express warranty, whichever is earlier.

13. COMMENT: The commenter refers to the Economic Impact statement at 43 N.J.R. 1130(a), at 1140, which states that a manufacturer may have considerable staff costs related to Lemon Law disputes. The commenter believes that these costs should be established during the proposal process and additional public comment allowed. The commenter also believes that there should be a cost to the consumer to avoid frivolous claims and invites further discussion on the topic.

RESPONSE: The rules of the Office of Administrative Law at N.J.A.C. 1:30-5.1 require that a proposal include an Economic Impact statement that describes the expected costs, revenues, and other economic impact on the regulated community. The Economic Impact statement in the notice of proposal describes the nature of the costs that a manufacturer might be expected to incur. The Division cannot quantify the costs because the costs to each manufacturer will vary. A consumer whose application for dispute resolution is accepted is charged a \$ 50.00 filing fee.

Summary of Agency-Initiated Change:

The link to the Division's website at N.J.A.C. 13:45A-24.3(e), (<http://www.nj.gov/oag/ca/home.htm>) with the list of children's products [page=168] that have been identified as unsafe has been changed on adoption to (<http://www.state.nj.us/lps/ca/recall/index.htm>). Additionally, the Industrial Fabrics Association Bookstore website address at N.J.A.C. 13:45A-24A.2(c) has changed, and such change is updated upon adoption.

Federal Standards Statement

The provisions of Subchapter 26D, governing tire distributors and dealers, are consistent with applicable Federal law (National Traffic and Motor Vehicle Safety Act of 1966, 15 U.S.C. § 1402) and regulations (49 CFR 574.8). None of the other rules being readopted or the adopted amendments and repeals are subject to any Federal standards or requirements.

Full text of the readopted rules can be found in the New Jersey Administrative Code at N.J.A.C. 13:45A.

Full text of the adopted amendments follows (additions to proposal indicated in boldface with asterisks ***thus***; deletions from proposal indicated in brackets with asterisks *[thus]*):

SUBCHAPTER 5. DELIVERY OF HOUSEHOLD FURNITURE AND FURNISHINGS

13:45A-5.1 Delivery practices; generally

(a) Any person who is engaged in the sale of household furniture for which contracts of sale or sale orders are used for merchandise ordered for future delivery shall:

1. (No change.)

2. Provide written notice to the consumer of the impossibility of meeting the promised delivery date. The notice shall offer the consumer the option to cancel said order with a prompt, full refund of any payments already made or to accept delivery at a specified later time. Said written notice shall be provided prior to the delivery date.

(b)-(e) (No change.)

13:45A-5.2 Contract forms; date of order

(a) (No change.)

(b) The blank for the delivery date referred to in (a) above shall be filled in by the seller at the time the contract of sale is entered into by the parties or when the sales documents are issued, either as a specific day of a specific month or as a length of time agreed upon by the buyer and seller (for example, "six weeks from date of order"). The date for delivery shall not be pre-printed in the contract prior to the time the contract of sale is entered into by the parties or when the sales documents are issued.

13:45A-5.3 Contract form; delayed delivery

(a)-(b) (No change.)

(c) It shall be unlawful for any person to use any contract or sales agreement that contains any terms, such as "all sales final," "no cancellations" or "no refunds," which violate or are contrary to the rights and responsibilities provided for by this rule. Any contract or sales agreement which contains such a provision shall be null and void and unenforceable.

SUBCHAPTER 9. GENERAL ADVERTISING

13:45A-9.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Advertisement" means any attempt by an advertiser, other than by use of a price tag or any offering for the sale of a motor vehicle subject to the requirements of N.J.A.C. 13:45A-26A, to directly or indirectly induce the purchase or rental of merchandise at retail, appearing in any newspaper, magazine, periodical, catalog, circular, in-store or out-of-store sign or other written matter placed before the consuming public, or in any radio broadcast, television broadcast, electronic medium or delivered to or through any computer.

...

"Free-to-pay conversion" means, in an offer or agreement to sell or provide any merchandise, a provision under which a consumer receives the merchandise for free for an initial period and will incur an obligation to pay for the merchandise if he or she does not take affirmative action to cancel before the end of that period.

"Free trial" or "risk free trial" means an offer or agreement to provide merchandise to a consumer for a period of time without any terms or conditions.

...

13:45A-9.2 General advertising practices

(a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

1.-4. (No change.)

5. The use of any type, size, location, lighting, illustration, graphic depiction or color resulting in the obscuring of any material fact. Disclaimers permitted or required under this section, such as "terms and conditions apply" and "quantities limited," shall be set forth in at least 10-point type.

6.-12. (No change.)

13. The advertising of a free-to-pay conversion as a "risk free trial," or a "free trial," or as any other offer that requires the consumer to do nothing other than accept merchandise or a service without any obligation, unless the advertisement clearly states the length of the period the offer is without obligation or that terms and conditions apply.

SUBCHAPTER 10. SERVICING AND REPAIRING OF HOME APPLIANCES

13:45A-10.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

"Home appliance" means any electrical, mechanical or thermal article produced or distributed for sale to a consumer for use in or around a permanent or temporary household or residence including, but not limited to, air conditioners, cameras, computers, dehumidifiers, dishwashers, dryers, electronic games, fans, freezers, motorized kitchen aids, ovens, radios, ranges, refrigerators, stereo equipment, television and washers.

...

13:45A-10.2 Required information

(a) Whenever a consumer purchases a home appliance, the home appliance dealer shall supply the consumer with a written copy of any information concerning:

1.-3. (No change.)

4. Whether the item being purchased is refurbished.

(b)-(c) (No change.)

SUBCHAPTER 12. SALE OF ANIMALS

13:45A-12.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

...

"Pet shop" means a place of business for selling, offering for sale or exposing for sale dogs or cats.

...

13:45A-12.3 Required practices related to the health of animals and fitness for sale and purchase

(a) Without limiting the prosecution of any other practices that may be unlawful under N.J.S.A. 56:8-1 et seq., it shall be a deceptive practice for a pet dealer to sell animals within the State of New Jersey without complying with the following minimum standards relating to the health of animals and fitness for sale and purchase:

1.-5. (No change.)

6. If at any time within 14 days following the sale and delivery of an animal to a consumer, a licensed veterinarian certifies such animal to be unfit for purchase due to a non-congenital cause or condition or within six months certifies an animal to be unfit for purchase due to a congenital or hereditary cause or condition, a consumer shall have the right

to elect one of the following options:

[page=169] i. The right to return the animal and receive a refund of the purchase price, including sales tax, plus reimbursement of the veterinary fees incurred prior to the consumer's receipt of the veterinary certification. The pet dealer's liability for veterinary fees under this option shall not exceed two times the purchase price, including sales tax, of the animal;

ii. The right to retain the animal and to receive reimbursement for veterinary fees incurred prior to the consumer's receipt of the veterinary certification, plus the future cost of veterinary fees to be incurred in curing or attempting to cure the animal. The pet dealer's liability under this option shall not exceed two times the purchase price, including sales tax of the animal;

iii. The right to return the animal and to receive in exchange an animal of the consumer's choice, of equivalent value, plus reimbursement of veterinary fees incurred prior to the consumer's receipt of the veterinary certification. The pet dealer's liability for veterinary fees under this option shall not exceed two times the purchase price, including sales tax, of the animal;

iv. In the event of the animal's death within 14 days of its delivery to the consumer due to a non-congenital cause or condition, or within six months after delivery to the consumer due to a congenital or hereditary cause or condition, except where death occurs by accident or injury sustained during either period, the right to receive a full refund of the purchase price plus sales tax for the animal, or in exchange an animal of the consumer's choice of equivalent value, plus reimbursement of veterinary fees incurred prior to the death of the animal. The pet dealer's liability for veterinary fees under this option shall not exceed two times the purchase price, including sales tax of the animal.

7. The pet dealer shall accept receipt of a veterinary certification of unfitness that has been delivered by the consumer within 14 days following the consumer's receipt thereof, such certification to contain the following information:

i.-ix. (No change.)

8. It shall be the responsibility of the consumer to obtain the veterinary certification of unfitness within the required amount of time provided by (a)6 above, unless the pet dealer fails to provide the notice required by (a)11 below. If the pet dealer fails to provide the notice required by (a)11 below, the consumer shall be entitled to the recourse provided for in (a)6 above.

9. When a consumer presents a veterinary certification of unfitness to the pet dealer, the pet dealer shall confirm the consumer's election in writing. The election shall be in the following form and a copy shall be given to the consumer upon signing:

UNFITNESS OF ANIMAL - ELECTION OF OPTION

I understand that, upon delivery of my veterinarian's certification of unfitness, I have the right to elect one of the following options. I am aware of those options and I understand each of them. I have chosen the following option:

1. Return of my animal and receipt of a refund of the purchase price, including sales tax for the animal, plus reimbursement of the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. The reimbursement for veterinarian's fees shall not exceed two times the purchase price including sales tax of my animal.

2. Retention of my animal and reimbursement for the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness, plus the future cost to be incurred in curing or attempting to cure my animal. The total reimbursement for veterinarian's fees shall not exceed two times the purchase price including sales tax of my animal.

3. Return of my animal and receipt of an animal of my choice of equivalent value in exchange plus reimbursement

of veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. The reimbursement for veterinarian's fees shall not exceed two times the purchase price including sales tax of my animal.

4. DEATH OF ANIMAL ONLY. (check one) Receipt of a full refund of the purchase price, including sales tax for the animal, or in exchange an animal of my choice of equivalent value plus reimbursement of the veterinary fees incurred prior to the death of the animal. The reimbursement for veterinarian's fees shall not exceed two times the purchase price including the sales tax of the animal.

Consumer's Name
(Print)

Consumer's Signature

Date

Pet Dealer's or Agent's Name
(Indicate Title or Position)
(Print)

Pet Dealer's or Agent's
Signature

Date

10. (No change in text.)

11. A pet dealer shall give the following written notice to a consumer prior to the delivery of the animal. Such notice, signed by both the pet dealer and the consumer, shall be embodied in a separate document and shall state the following in 10 point boldface type:

**KNOW YOUR RIGHTS--A STATEMENT OF
NEW JERSEY LAW GOVERNING THE
SALE OF DOGS AND CATS**

The sale of dogs and cats is subject to a regulation of the New Jersey Division of Consumer Affairs. In the event that a licensed veterinarian certifies your animal to be unfit for purchase within 14 days following receipt of your animal or within six months in the case of a congenital or hereditary cause or condition, you may:

- i. Return your animal and receive a refund of the purchase price including sales tax; or
- ii. Keep your animal and attempt to cure it; or
- iii. Return your animal and receive an animal of your choice of equivalent value.

Veterinary fees limited to two times the purchase price of the animal, including sales tax, which were related to the

condition rendering the animal unfit for sale, must be paid by the dealer in the event that you choose to keep the animal. If you choose to return the animal, veterinary fees incurred prior to receipt of the veterinary certification, limited to two times the purchaser price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the dealer.

Further, in the event of your animal's death within this 14-day period, except when death occurs by accident or as a result of injuries sustained after delivery, you may choose to receive either a full refund of the purchase price, plus sales tax, or an animal of equivalent value. In addition, veterinary fees, limited to two times the purchase price, including sales tax must be paid by the pet dealer.

In order to exercise these rights, you must present to the pet dealer a written veterinary certification that the animal is unfit for purchase and an itemized bill of all veterinary fees incurred prior to your receipt of the certification. Both of these items must be presented no later than five days after you have received the certification of unfitness. In the event that the pet dealer wishes to contest the certification or the bill, he may request a hearing at the Division of Consumer Affairs. If the pet dealer does not contest the matter, he must make the refund or reimbursement not later than ten days after receiving the veterinary certification. Although your dog or cat is required to be examined by a licensed veterinarian prior to sale, symptoms of certain conditions may not appear until after sale. If your dog or cat appears ill, you should have it examined by a licensed veterinarian of your choice at the earliest possible time.

If the pet dealer has promised to register your animal or to provide the necessary papers and fails to do so within the 120 days following the date of sale, you are entitled to return the animal and receive a full refund of the purchase price plus sales tax or to keep the animal and receive a refund of 75 percent of the purchase price plus sales tax. In the event you elect to keep the animal and the dealer provides the 75 percent refund, the dealer is no longer obligated to register the animal or to provide the necessary papers to do so.

12. A pet dealer shall maintain copies of all notices required pursuant to (a)11 above signed by both the pet dealer and the consumer, for at least one year from the date the notice was signed and shall ensure that such [page=170] notices are readily available for inspection, upon request, by an authorized representative of the Division of Consumer Affairs.

13. (No change in text.)

SUBCHAPTER 15. (RESERVED)

SUBCHAPTER 17. HOME IMPROVEMENT
CONTRACTOR REGISTRATION

13:45A-17.3 Registration required

(a) Unless exempt under N.J.A.C. 13:45A-17.4:

1.-2. (No change.)

(b)-(d) (No change.)

13:45A-17.5 Initial and renewal applications

(a) (No change.)

(b) An application that is not completed because of the applicant's failure to cure a deficiency or to comply with the Director's request for additional information within six months from the date of the first deficiency notice or the date of the first written request for additional information shall be deemed to have been abandoned.

Recodify existing (b) and (c) as (c) and (d) (No change in text.)

13:45A-17.11 Ownership and use of registration number;
replacement and duplicate certificates

(a)-(e) (No change.)

(f) Any invoice, contract or correspondence given by a registrant to a consumer shall prominently contain the toll-free telephone number provided by the Division pursuant to (b) of N.J.S.A. 56:8-149 and shall be displayed in all caps in at least 10-point boldface type as follows: **FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.**

13:45A-17.12 Mandatory commercial general liability
insurance

(a) Every registered home improvement contractor shall secure and maintain in full force and effect during the entire term of registration a commercial general liability insurance policy and shall file with the Director proof that such insurance is in full force and effect.

(b) The insurance policy required to be filed with the

Director shall be a commercial general liability insurance policy, occurrence form, and shall provide a minimum coverage in the amount of \$ 500,000 per occurrence. Every registered contractor engaged in home improvements whose commercial general liability insurance policy is canceled or nonrenewed shall submit to the Director a copy of the certificate of commercial general liability insurance for a new or replacement policy, which meets the requirements of (a) above before the former policy is no longer effective.

(c)-(d) (No change.)

SUBCHAPTER 19. PETITION FOR RULEMAKING

13:45A-19.1 Petition for promulgating, amending or repealing rules

(a)-(d) (No change.)

(e) Within 60 days of receiving the petition, the Director or the board, bureau or other agency located within the Division shall, pursuant to N.J.S.A. 52:14B-4(f):

1. Deny the petition and provide a written statement of its reasons to the petitioner;
2. Grant the petition and initiate a rulemaking proceeding within 90 days of the granting of the petition; or
3. Refer the matter for further deliberations, which shall conclude within 90 days of referral, and either grant or deny the petition under (e)1 or 2 above.

(f) A specific period of more than 90 days for further deliberations under (e)3 above and/or to initiate a rulemaking proceeding under (e)2 above may be agreed upon, in writing, by the petitioner and the Director or the board, bureau or other agency located within the Division. An agreement to extend either period, or both periods, shall constitute an action on the petition subject to the notice requirements of (g) below.

(g) Within 60 days of receipt of a petition, the agency shall mail to the petitioner and submit to the Office of Administrative Law a notice of action on the petition in compliance with N.J.A.C. 1:30-4.2(d).

SUBCHAPTER 20. RESALE OF TICKETS OF ADMISSION TO PLACES OF ENTERTAINMENT

13:45A-20.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the

context clearly indicates otherwise:

...

"Ticket broker" means any person situated and operating in this State who is involved in the business of reselling tickets of admission to places of entertainment and who charges a premium in excess of the price, plus taxes, printed on the tickets. For purposes of this subchapter, the term "ticket broker" shall not include an individual not regularly engaged in the business of reselling tickets, who resells less than 30 tickets during any one-year period, and who obtained the tickets for his or her own use, or the use of his or her family, friends or acquaintances.

13:45A-20.3 Fees: new or renewal certificate of registration

(a)-(b) (No change.)

(c) A request by a registrant for a copy of the certificate of registration issued for the purpose of display in a branch office in this State shall be accompanied by a fee of \$ 50.00.

(d) A request for a change of business address in this State shall be accompanied by a fee of \$ 10.00.

13:45A-20.4 Place of business

Recodify existing (c)-(d) as (a)-(b) (No change in text.)

(c) A registrant shall clearly and conspicuously post his or her certificate of registration in each of his or her places of business in this State.

13:45A-20.5 Sale or exchange

(a) A place of entertainment or its agent shall print on the face of each ticket and include in any advertising for any event the price charged therefor.

(b) No person other than a registered ticket broker shall resell or purchase with the intent to resell a ticket for admission to a place of entertainment at a maximum premium in excess of 20 percent of the ticket price or \$ 3.00, whichever is greater, plus lawful taxes. No registered ticket broker or season ticket holder shall resell or purchase with the intent to resell a ticket for admission to a place of entertainment at a premium in excess of 50 percent of the price paid to acquire the ticket, plus lawful taxes.

(c) Notwithstanding the provisions of (b) above, nothing shall limit the price for the resale or purchase of a ticket for

admission to a place of entertainment sold by any person other than a registered ticket broker, provided such resale or purchase is made through an Internet website.

(d) It shall be a prohibited practice for a ticket broker to fail to disclose to a purchaser of tickets when he or she is using a tentative order policy, or "try and get" or fail to refund any deposit made by a purchaser of those tickets within a reasonable time when the broker fails to obtain such tickets.

Recodify existing (f)-(j) as (e)-(i) (No change in text.)

SUBCHAPTER 21. REGULATIONS CONCERNING THE SALE OF FOOD REPRESENTED AS KOSHER

13:45A-21.1 Definitions

...

"Wash letter" means a document stating the date of the slaughter and the times and dates the meat/poultry was soaked in water. Information must be in English with Arabic numerals. It may also contain information in other languages. The document must accompany the meat/poultry until the meat/poultry is fully fabricated. When information presented in English with Arabic numerals conflicts with the information presented in other languages, the information presented in English with Arabic numerals shall be considered definitive.

...

[page=171] 13:45A-21.2 Disclosure requirements

(a) (No change.)

(b) A dealer representing itself as having kosher supervision shall post in a location on its premises, readily visible to the consumer, the completed kosher supervision disclosure statement provided by the Division.

(c) A dealer selling food represented as kosher for Passover shall post on its premises, in a location readily visible to the consumer, a completed Passover disclosure provided by the Division for that purpose. The disclosure must be posted at least 30 days before Passover and stay posted until the conclusion of Passover.

1. (No change.)

2. Nursing homes, camps, caterers or other places providing food during Passover pursuant to a contract shall provide the consumer or his or her legal representative with a copy of the disclosure prior to the signing of the contract. This

requirement is in addition to the posted disclosure stated in (c) above.

(d) A dealer shall complete and return to the Division within 14 calendar days of receipt:

1. (No change.)

2. If representing to be under kosher supervision, the copy of the disclosure form provided by the Division for that purpose; and

3. (No change.)

(e)-(f) (No change.)

(g) A dealer representing itself as being under kosher supervision shall maintain a permanently bound logbook that shall include for each inspection visit of the person or organization providing supervision, the signature and printed name of the person performing the inspection, date and time of arrival at the establishment. The logbook shall be maintained for a period of not less than two years after the final entry.

(h)-(i) (No change.)

13:45A-21.3 Labeling requirements

(a) All meat/poultry slaughtered to be sold as kosher shall be so identified at the slaughterhouse and, if applicable, by the wholesaler. The identification must include, at a minimum, the name of the person or organization sanctioning the slaughter and whether the meat/poultry was soaked and salted. Meat/poultry identified as not being soaked and salted must be accompanied by a wash letter. The wash letter must accompany the meat/poultry up to the time of final fabrication of the meat/poultry.

(b) Portions of meat/poultry, that have been fabricated by a wholesaler, must have kosher identification affixed to it. The identification shall bear the name and address of the wholesaler, the name of the person or organization that sanctioned the kosher slaughter, the date of the fabrication of the meat and whether the meat has been soaked and salted. If the meat/poultry was not soaked and salted the wholesaler must provide a copy of the wash letter. All identification must be affixed to portions or packages prior to release from the wholesaler's premises.

(c) (No change in text.)

(d) A dealer shall not remove kosher identification of any food until immediately prior to the sale or use of the

product.

(e) A dealer who represents in its disclosure that it does not soak and salt its meat/poultry but washes it within every 72-hour period, shall disclose legibly on the wash letter provided by the slaughterhouse or wholesaler, the date and time of day, A.M. or P.M., of each washing, and the name of the person performing the washing. This applies to all meat/poultry sent from slaughterhouses, wholesalers, butcher shops or any other place until the meat/poultry has been fully fabricated.

(f) A dealer shall indicate the date of packaging on the label of meat/poultry that has not been soaked and salted.

(g) A dealer shall ensure that packaged raw meat/poultry shall bear one of the following disclosures: "soaked and salted," "not soaked and salted" or "soaked and salted upon request." The requirement of this subsection may also be fulfilled by placing a sign with that information in direct proximity of the meat/poultry.

13:45A-21.5 Filing requirements

(a) Every dealer shall file with the Director:

1. If the dealer is under kosher supervision, a letter, in English, from a supervising individual or organization that the dealer is supervised. The letter shall include the name and address of the person providing the certification, the date the letter was issued, the date it becomes effective, the date it expires, the name and address of the dealer receiving certification and the type of establishment certified;

2. In the case of products produced on behalf of another person, a letter, in English, from the individual or organization that states the name and address of the person providing the certification, the date the letter was issued, the date it becomes effective, the date it expires, the name and address of the manufacturer receiving certification, the type of establishment certified and, where applicable, the specific products and brands certified; or

3. If the establishment is not under kosher supervision, a letter so stating.

(b) Any individual or organization giving kosher supervision to any dealer located in New Jersey shall file annually with the director a document listing the name, address and type of each establishment that is supervised.

(c) Dealers required to file pursuant to this section shall provide written notification to the Director of any change related to kosher supervision, represented status, address or

ownership status within 14 calendar days of such change.

(d) (No change.)

13:45A-21.7 Unlawful practices

(a) In addition to a violation of any other laws, the following shall constitute an unlawful practice under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.:

1.-5. (No change.)

6. By advertising an establishment as being under kosher supervision without including in the advertisement the name of the supervising individual or agency;

7. By representing a food and/or an establishment as being under kosher supervision when that food and/or establishment is not in conformance with the requirements of that supervision;

8. (No change.)

9. Use of the word(s) "kosher" or "pareve" or a kosher symbol insignia or the letter(s) "K," "KM," "KP" or "KD," on properly sealed packages that are not produced under kosher supervision, shall bear the statement "not under kosher supervision" in bold type on the label;

10.-19 (No change.)

SUBCHAPTER 22. HALAL FOOD

13:45A-22.2 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

...

"Certified" means guaranteed as meeting a standard and endorsed by a halal certifying agency.

...

"Halal certifying agency" means an independent third party, non-profit or a private entity, non-governmental agency or organization, which supervises a business, product or the production or preparation of food and attests it was in conformance with the standards of halal. Such agencies may endorse a business, product or food as halal by giving a halal symbol.

...

13:45A-22.3 Disclosure statement; posting of disclosure

(a) A dealer selling food represented as halal shall request in writing from the Division the halal disclosure form(s) and halal disclosure statement(s) applicable to its business. When making a request, the dealer shall identify its business practices on a disclosure form statement provided by the Division.

(b) (No change.)

(c) A dealer selling food represented as halal shall complete and post, in a location on its premises readily visible to the consumer, the applicable halal disclosure statement provided by the Division.

(d)-(g) (No change.)

[page=172] (h) Any individual or entity giving halal supervision to any dealer in New Jersey shall file annually with the Director a document listing the name, address and type of each establishment that is supervised.

13:45A-22.10 Unlawful practices

(a) In addition to any violation of any other statutes or regulations, the following shall constitute an unlawful practice by a dealer under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.:

1.-6. (No change.)

7. Use by any person of a recognized halal food symbol without first obtaining written authorization by the person or halal certification agency representing that symbol;

8.-12. (No change.)

SUBCHAPTER 24. TOY AND BICYCLE SAFETY

13:45A-24.3 Recall notices for children's products

(a)-(d) (No change.)

(e) The Director shall create, maintain, and update on the website of the Division
[(<http://www.nj.gov/oag/ca/home.htm>)]
<http://www.state.nj.us/lps/ca/recall/index.htm>) a comprehensive list or lists of children's products that have been identified as unsafe children's products.

(f)-(h) (No change.)

SUBCHAPTER 24A. FLAME RESISTANCE STANDARDS FOR TENTS AND SLEEPING BAGS

13:45A-24A.2 Flame resistance standards

(a)-(b) (No change.)

(c) Copies of CPAI-84 and CPAI-75 are available for purchase at the Industrial Fabrics Association International Bookstore: *[[www. ifai bookstore.com](http://www.ifai bookstore.com)]* *[[https:// www. ifai publications. com/ifai.com/store](https://www.ifai publications.com/ifai.com/store)]* or 1-800-225-4324.

SUBCHAPTER 25. SELLERS OF HEALTH CLUB SERVICES

13:45A-25.4 Exemption from security requirement

A separate Declaration of Exemption from Security Requirement shall be filed for each facility claiming exemption from the bond/letter of credit/security requirement of N.J.S.A. 56:8-41 because its membership contracts are for a period of no longer than three months. An exemption from the security requirement shall also be available to a health club that sells contracts for more than three months if it charges a fee for only one month at a time and the contract states that it is voidable by the consumer if the health club closes for more than 30 consecutive days. When the Declaration of Exemption from Security Requirement is filed, it must be accompanied by a copy of a written contract as proof that the contract duration is for a period of no longer than three months. The Declaration of Exemption from Security Requirement shall be available upon request from the Health Club Coordinator, Office of Consumer Protection, Post Office Box 45025, Newark, NJ 07101.

13:45A-25.6 Health club contracts

(a) (No change.)

(b) A health club services contract subject to cancellation pursuant to N.J.S.A. 56:8-42g shall not be cancelled if, after receipt of a notice of cancellation from a member, which notice shall be sent or delivered to the originating health club's facility, the originating health club reaffirms the contract in writing to the member guarantying that there is an affiliated health club or clubs that will provide to that member the use of the same or similar services and facilities as the originating health club at no additional expense for the remaining term of the contract, giving the name and address of the affiliated club or clubs. This subsection is not applicable if the originating health club closes for a period longer than 30 consecutive days.

(c) If, during the remaining term of a health club services contract that is subject to cancellation but for (b) above, the services and facilities contracted for become unavailable from the affiliated health club without additional expense and the originating health club receives notice from the member to that effect, the originating health club shall refund to the member, within 30 days of receipt of notice, the pro rata portion of the contract price paid to the originating health club that relates to the portion of the contract term for which the services and facilities are unavailable and the member shall have no further obligation under the contract.

(d) (No change.)

SUBCHAPTER 26. AUTOMOTIVE DISPUTE RESOLUTION

13:45A-26.1 Purpose and scope

(a) The purpose of this subchapter is to implement the Lemon Law, P.L. 1988, c. 123, by establishing an automotive dispute resolution system within the Division of Consumer Affairs in conjunction with the Office of Administrative Law. The subchapter also sets forth the method of refund computation, and details the reporting requirements and procedure for publication of compliance records of manufacturers of motor vehicles.

(b) This subchapter is applicable to:

1. All manufacturers of passenger automobiles, authorized emergency vehicles and motorcycles registered, sold or leased in the State of New Jersey;
2. All purchasers and lessees of passenger cars, authorized emergency vehicles and motorcycles registered, sold or leased in the State of New Jersey; and
3. (No change.)

13:45A-26.2 Definitions

As used in this subchapter, the following words shall have the following meanings:

"Co-manufacturer" means, solely with respect to an authorized emergency vehicle as defined in N.J.S.A. 39:1-1, any person that fabricates the authorized emergency vehicle utilizing a component or components of a new motor vehicle made by a manufacturer, other than modifying an existing standard model of a vehicle manufactured by a manufacturer, which component or components are obtained by the co-manufacturer from the

manufacturer to fabricate the vehicle for use as an authorized emergency vehicle prior to an initial retail sale or lease of the emergency vehicle.

...

"Dealer" means the person or entity that purchases a motor vehicle from a manufacturer for sale to consumers and in the case of an authorized emergency vehicle, includes the distributor.

...

"Distributor" means a wholesaler or other supplier that sells emergency vehicles to fire and police departments, first aid or rescue squads and others who operate emergency vehicles in response to an emergency call.

...

"Manufacturer" means a person engaged in the business of manufacturing, assembling or distributing motor vehicles who will, under normal business conditions during the year, manufacture, assemble or distribute to dealers at least 10 new motor vehicles and, in the case of an authorized emergency vehicle, unless the context indicates otherwise, includes a co-manufacturer or post-manufacturing modifier, if known.

"Motor vehicle" means a passenger automobile, authorized emergency vehicle or motorcycle as defined in N.J.S.A. 39:1-1, that is registered, sold or leased in the State of New Jersey, whether purchased, leased or repaired in the State or outside the State, except the living facilities of motor homes.

...

"Post-manufacturing modifier" means, solely with respect to an authorized emergency vehicle as defined in N.J.S.A. 39:1-1, any person who modifies the configuration of an existing standard model of a motor vehicle purchased from a manufacturer to adapt the vehicle for use as an authorized emergency vehicle prior to an initial retail sale or lease of the vehicle.

...

13:45A-26.5 Preliminary steps to initiate a Lemon Law action within the Division of Consumer Affairs Lemon Law Unit

(a)-(b) (No change.)

(c) When a motor home or authorized emergency vehicle has been constructed by more than one manufacturer, an examination or repair attempt will not count towards the examination or repair attempts referred [page=173] to in (a)1 above, if the repair facility is not authorized to provide services by the manufacturer, co-manufacturer or post-manufacturing modifier who constructed the nonconforming portion of the vehicle.

(d) (No change.)

13:45A-26.6 Eligibility

(a) To be eligible for the Dispute Resolution System, a consumer must provide the following items to the LLU:

1.-2. (No change.)

(b)-(c) (No change.)

13:45A-26.7 Application

(a) (No change.)

(b) The application must contain a statement as to the following:

1. That the consumer believes the motor vehicle's use, market value*,* or safety is substantially impaired by the nonconformity(s) complained of or that the nonconformity is a *[serious safety]* defect, which is likely to cause death or serious bodily injury if the vehicle is driven;

2. (No change.)

3. That within the term of protection the manufacturer, its agent or authorized dealer failed in at least two attempts, or in the case of a defect that is likely to cause death or serious bodily injury if the vehicle is driven, one attempt, to correct the same substantial defect, or the vehicle was out of service by reason of repair for at least 20 days;

4. (No change.)

5. That within the term of protection:

i. The consumer gave the manufacturer or its dealer at least three attempts, or in the case of a defect that is likely to cause death or serious bodily injury if the vehicle is driven, two attempts (including the post-notification attempt) to repair substantially the same nonconformity and the nonconformity continues to exist; or

ii. (No change.)

13:45A-26.10 Notification and scheduling of hearings

(a) (No change.)

(b) On the day that an application is accepted for resolution by the LLU, a notice shall be sent by hand delivery or certified mail, return receipt requested by the LLU to the consumer and manufacturer's designee. This notice shall indicate that the consumer's request for resolution has been accepted, and shall provide general information about the resolution process.

(c)-(e) (No change.)

(f) A copy of the application materials shall be sent by the LLU simultaneously with the notice of acceptance of the application, to the manufacturer's designee. Within 10 days of receiving the transmittal sheet from the Office of Administrative Law indicating the judge assigned to the case, the manufacturer shall mail by certified mail, return receipt requested, to the consumer and to the Clerk of the Office of Administrative Law at the address stated on the transmittal sheet, a response to each of the statements set forth in the consumer application.

(g) (No change.)

13:45A-26.11 Computation of refund

(a) The refund claimed by a consumer pursuant to section 4(a) of the Lemon Law, whether through the Division of Consumer Affairs automotive dispute resolution system or a manufacturer's informal dispute resolution process, shall include:

1.-2. (No change.)

3. Other charges or fees, including, but not limited to:

i.-iii. (No change.)

iv. Reimbursement for reasonable attorney's fees, fees for expert witnesses and costs.

(b) (No change.)

(c) In the case of an authorized emergency vehicle, the manufacturer, co-manufacturer or post-manufacturing modifier shall provide the consumer with a full refund of the purchase price of the original emergency vehicle, depending on the source of the nonconformity, including any stated credit or allowance for the consumer's used emergency vehicle, as well as any other charges or fees,

including, but not limited to, sales tax, license and registration fees, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a substitute emergency vehicle, if applicable, for the period during which the consumer's emergency vehicle was out of service due to the nonconformity.

13:45A-26.12 Final decision

(a) (No change.)

(b) At the conclusion of the 15-day review period, the Director shall give notification of the rejected, modified or adopted decision to both parties, the lien-holder, if any, the OAL, and, if the vehicle in question is to be returned to the manufacturer, the Special Title Section of the MVC. The notification to the manufacturer and consumer shall be by hand delivery or certified mail, return receipt requested. Within 45 days of receipt of the final decision, any party may file an appeal in the Appellate Division of the Superior Court.

(c)-(d) (No change.)

13:45A-26.14 Manufacturer's reporting requirements

(a)-(b) (No change.)

(c) On January 15 and July 15 of every year, the LLU shall send a questionnaire by hand delivery or certified mail, return receipt requested, to every manufacturer on the roster compiled pursuant to (a) above, requesting the following information:

1.-6. (No change.)

(d) (No change.)

SUBCHAPTER 26A. MOTOR VEHICLE ADVERTISING PRACTICES

13:45A-26A.3 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

...

"Advertisement" means any advertisement as defined by N.J.S.A. 56:8-1(a) of any motor vehicle, including any statement appearing in a newspaper, periodical, pamphlet, circular or other publication, paper, sign, radio or television

broadcast, electronic medium or delivered to or through any computer, which offers a motor vehicle for sale or lease at retail.

...

"Period of publication" means two calendar days prior to the date of first publication of an advertisement and midnight of the third calendar day following the date of final publication; in the case of a special offer, the period of publication shall extend until midnight of the date the special offer ends.

...

SUBCHAPTER 26C. AUTOMOTIVE REPAIRS

13:45A-26C.1 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

...

"Motor vehicle" means a passenger vehicle that is registered with the Motor Vehicle Commission of New Jersey or of any other comparable agency of any other jurisdiction, and all motorcycles, whether or not registered.

...

SUBCHAPTER 26E. MOTORIZED WHEELCHAIR DISPUTE RESOLUTION

13:45A-26E.6 Eligibility

(a) To be eligible for the Dispute Resolution System, a consumer shall provide the following items to the WLLU:

1.-2. (No change.)

(b) (No change.)

13:45A-26E.10 Notification and scheduling of hearings

(a) (No change.)

(b) On the day that an application is accepted for resolution, the WLLU shall send a notice by hand delivery or certified mail, return [page=174] receipt requested to the consumer and the manufacturer's designee. This notice shall indicate that the consumer's request for resolution has been accepted and shall provide general information about the resolution

process.

(c)-(e) (No change.)

(f) A copy of the application materials shall be sent by the WLLU simultaneously with the notice of acceptance of the application, to the manufacturer or the manufacturer's designee. Within 10 days of receiving the transmittal sheet from the Office of Administrative Law indicating the judge assigned to the case, the manufacturer shall mail by certified mail, return receipt requested, to the consumer and to the Clerk of the Office of Administrative Law at the address stated on the transmittal sheet, a response to each of the statements set forth in the consumer application. The response shall also state whether the manufacturer objects to a proceeding on the papers if requested by the consumer.

(g) (No change.)

13:45A-26E.12 Final decision

(a) (No change.)

(b) At the conclusion of the 15-day review period, the Director shall give notification of the rejected, modified or adopted decision to both parties, the lien-holder, if any, and the OAL. The notification to the manufacturer and consumer shall be by hand delivery or certified mail, return receipt requested. Within 45 days of receipt of the final decision, any party may file an appeal in the Appellate Division of the Superior Court.

(c)-(d) (No change.)

13:45A-26E.15 Index of disputes

(a) (No change.)

(b) The index and statistical record of compliance shall be made available to the public ***upon written request***.

SUBCHAPTER 26F. UNFAIR TRADE PRACTICES--
USED MOTOR VEHICLES--SALE AND WARRANTY

13:45A-26F.5 Bond requirement

To assure compliance with the requirements of N.J.S.A. 56:8-77 et seq., a dealer shall provide a bond in favor of the State of New Jersey in the amount of \$ 10,000, executed by a surety company authorized to transact business in the State of New Jersey by the Department of Banking and Insurance and to be conditioned on the faithful performance of the provisions of N.J.S.A. 56:8-77 et seq. This bond shall be for the term of 12 months and shall be renewed at

each expiration for a similar period. The Commissioner of the Motor Vehicle Commission shall not issue a dealer's license and shall not renew a license of any dealer who has not furnished proof of the existence of such bond.

13:45A-26F.9 Procedures for resolving a complaint

(a) To be eligible to have a dispute resolved in one of the forums set forth in N.J.A.C. 13:45A-26F.7, a consumer shall provide the following items to the UCLL Unit:

1. A completed application for dispute resolution (see N.J.A.C. 13:45A-26F.10) which can be obtained from the UCLL Unit; and

2. (No change.)

13:45A-26F.10 Application for dispute resolution

(a) The application for dispute resolution shall contain the following:

1.-4. (No change.)

Recodify existing 6. and 7. as 5. and 6. (No change in text.)

(b) (No change.)

13:45A-26F.12 Notification of scheduling of hearings

(a) (No change.)

(b) Upon acceptance of an application, the UCLL Unit shall send a notice by hand delivery or certified mail, return receipt requested, to the consumer and the dealer's designee.

(c)-(d) (No change.)

(e) Simultaneously with the notice of acceptance of the application, the UCLL Unit shall send a copy of the application materials to the dealer or the dealer's designee. Within 10 days of receiving the transmittal sheet from the Office of Administrative Law indicating the judge assigned to the case, the dealer shall mail by certified mail, return receipt requested, to the consumer at his or her address and to the Clerk of the Office of Administrative Law at the address stated on the transmittal sheet, a response to each of the statements set forth in the consumer application. The response shall also state whether the dealer objects to a proceeding on the papers if requested by the consumer.

SUBCHAPTER 28. MOTOR VEHICLE LEASING

13:45A-28.8 Right to review contract

(a)-(d) (No change.)