

PROPERTY, IF IN EITHER CASE THE AVERAGE PAYMENT ALLOCABLE TO A PAYMENT PERIOD IS NOT CHANGED BY MORE THAN 25 PERCENT;

(2) A DEFERRAL OR EXTENSION OF 1 OR MORE RENTAL PAYMENTS, OR PORTIONS OF A RENTAL PAYMENT;

(3) A REDUCTION IN CHARGES IN THE RENTAL-PURCHASE AGREEMENT; OR

(4) A RENTAL-PURCHASE AGREEMENT INVOLVED IN A COURT PROCEEDING.

12-1109.

(A) AN ADVERTISEMENT FOR A RENTAL-PURCHASE AGREEMENT THAT REFERS TO OR STATES THE DOLLAR AMOUNT OF ANY PAYMENT AND THE RIGHT TO ACQUIRE OWNERSHIP FOR ANY 1 SPECIFIC ITEM SHALL CLEARLY AND CONSPICUOUSLY STATE, AS APPLICABLE:

(1) THAT THE TRANSACTION ADVERTISED IS A RENTAL-PURCHASE AGREEMENT;

(2) THE TOTAL COST AND THE NUMBER OF PAYMENTS NECESSARY TO ACQUIRE OWNERSHIP; AND

(3) THAT THE CONSUMER ACQUIRES NO OWNERSHIP RIGHT IF THE TOTAL AMOUNT NECESSARY TO ACQUIRE OWNERSHIP IS NOT PAID.

(B) ANY OWNER, EMPLOYEE, OR AGENT OF ANY MEDIUM IN WHICH AN ADVERTISEMENT APPEARS OR THROUGH WHICH IT IS DISSEMINATED MAY NOT BE LIABLE FOR VIOLATIONS UNDER THIS SECTION.

(C) THE REQUIREMENTS UNDER SUBSECTION (A) OF THIS SECTION DO NOT APPLY TO AN ADVERTISEMENT THAT:

(1) DOES NOT REFER TO OR STATE THE AMOUNT OF ANY PAYMENT; OR

(2) IS PUBLISHED IN THE YELLOW PAGES OF A TELEPHONE DIRECTORY OR IN ANY SIMILAR DIRECTORY OF BUSINESS.

12-1110.

(A) A PERSON WHO WILLFULLY AND INTENTIONALLY VIOLATES ANY PROVISION OF THIS SUBTITLE IS GUILTY OF A MISDEMEANOR AND ON CONVICTION IS SUBJECT TO A FINE NOT TO EXCEED \$500 PER VIOLATION.

(B) FOR A VIOLATION OF A PROVISION OF THIS SUBTITLE, A CONSUMER UNDER A RENTAL-PURCHASE AGREEMENT MAY RECOVER FROM THE LESSOR COMMITTING THE VIOLATION, OR MAY SET OFF BY WAY OF A COUNTERCLAIM IN AN ACTION BROUGHT BY THE LESSOR OR ITS ASSIGNEE, AN AMOUNT EQUAL TO ~~THE GREATER OF~~: