

[First Reprint]

ASSEMBLY, No. 3341

STATE OF NEW JERSEY

222nd LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2026 SESSION

Sponsored by:

Assemblyman STERLEY S. STANLEY

District 18 (Middlesex)

Assemblyman WILLIAM B. SAMPSON, IV

District 31 (Hudson)

Co-Sponsored by:

**Assemblywoman Carter, Assemblyman Miller, Assemblywoman Drulis,
Assemblyman Freiman, Assemblywomen Lopez, McCoy, Speight and
Bagolie**

SYNOPSIS

Permits certain consumers up to five business days to cancel home improvement contracts and up to three days to cancel certain consumer goods contracts.

CURRENT VERSION OF TEXT

As reported by the Assembly Consumer Affairs Committee on October 5, 2026, with amendments.



1 AN ACT concerning certain consumer contracts, amending
 2 P.L.2004, c.16, and supplementing P.L.1960, c.39 (C.56:8-1 et
 3 seq.).
 4

5 **BE IT ENACTED** *by the Senate and General Assembly of the State*
 6 *of New Jersey:*
 7

8 1. Section 16 of P.L.2004, c.16 (C.56:8-151) is amended to
 9 read as follows:

10 16. a. Every home improvement contract for a purchase price in
 11 excess of \$500, and all changes in the terms and conditions of the
 12 contract, shall be in writing. The contract shall be signed by all
 13 parties thereto **【**, including the home improvement contractor
 14 licensed pursuant to P.L.2023, c.237 (C.45:5AAA-1 et al.)**】** and
 15 shall clearly and accurately set forth in legible form and in
 16 understandable language all terms and conditions of the
 17 contract¹**【**,¹ including¹,¹ but not limited to:

18 (1) The legal name, business address, and registration number of
 19 the contractor business **【**,**】** and the name of any contractor who will
 20 provide home improvement services **【**, and the license number of
 21 the contractor licensed pursuant to P.L.2023, c.237 (C.45:5AAA-1
 22 et al.)**】**;

23 (2) A copy of the certificate of commercial general liability
 24 insurance required of a contractor business pursuant to section 7 of
 25 P.L.2004, c.16 (C.56:8-142) and the telephone number of the
 26 insurance company issuing the certificate; and

27 (3) The total price or other consideration to be paid by the
 28 owner, including the finance charges.

29 b. On or after December 31, 2005, a home improvement
 30 contract may be cancelled by a consumer for any reason at any
 31 time;

32 (1) before midnight of the third business day after the consumer
 33 receives a copy of **【it】** the signed contract; or

34 (2) if the consumer is aged ¹**【60】** 65¹ or older, ¹**【or is a**
 35 consumer with an intellectual disability, regardless of age,¹ before
 36 midnight of the fifth business day after the consumer receives a
 37 copy of the signed contract.

38 In order to cancel a contract, the consumer shall notify the
 39 contractor business of the cancellation, in writing, by registered or
 40 certified mail, return receipt requested, or by personal delivery, to
 41 the address specified in the contract. All moneys paid pursuant to
 42 the cancelled contract shall be fully refunded within 30 days of
 43 receipt of the notice of cancellation. All goods delivered to the

EXPLANATION – Matter enclosed in bold-faced brackets **【thus】** in the above bill is
 not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly ACO committee amendments adopted October 5, 2026.

1 consumer pursuant to the cancelled home improvement contract
2 shall be returned within 30 days of the cancellation of the contract.
3 If the consumer has executed any credit or loan agreement through
4 the contractor business to pay all or part of the contract, the
5 agreement or note shall be cancelled without penalty to the
6 consumer and written notice of that cancellation shall be mailed to
7 the consumer within 30 days of receipt of the notice of cancellation.
8 The contract shall contain a conspicuous notice printed in at least
9 10-point bold-faced type as follows:

10

11 "NOTICE TO CONSUMER

12 YOU MAY CANCEL THIS CONTRACT AT ANY TIME
13 BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER
14 RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO
15 CANCEL **[THIS]** THE SIGNED CONTRACT, YOU MUST
16 EITHER:

17 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF
18 CANCELLATION BY REGISTERED OR CERTIFIED MAIL,
19 RETURN RECEIPT REQUESTED; OR

20 2. PERSONALLY DELIVER A SIGNED AND DATED
21 WRITTEN NOTICE OF CANCELLATION TO:

22 (Name of Contractor Business)

23 (Address of Contractor Business)

24 (Phone Number of Contractor Business)

25 If you cancel this contract within the three-day period, you are
26 entitled to a full refund of your money. Refunds must be made
27 within 30 days of the contractor business's receipt of the
28 cancellation notice.

29 NOTICE TO CONSUMER AGED ¹[60] 65¹ OR OLDER
30 ¹[AND CONSUMER WITH INTELLECTUAL DISABILITY]¹

31 YOU MAY CANCEL THE SIGNED CONTRACT AT ANY
32 TIME BEFORE MIDNIGHT OF THE FIFTH BUSINESS DAY
33 AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU
34 WISH TO CANCEL THE SIGNED CONTRACT, YOU MUST
35 EITHER:

36 1. SEND A SIGNED AND DATED WRITTEN NOTICE OF
37 CANCELLATION BY REGISTERED OR CERTIFIED MAIL,
38 RETURN RECEIPT REQUESTED; OR

39 2. PERSONALLY DELIVER A SIGNED AND DATED
40 WRITTEN NOTICE OF CANCELLATION TO:

41 (Name of Contractor Business)

42 (Address of Contractor Business)

43 (Phone Number of Contractor Business)

44 If you cancel this contract within the five-day period, you are
45 entitled to a full refund of your money. Refunds must be made
46 within 30 days of the contractor business's receipt of the
47 cancellation notice."

c. A consumer may waive the right to cancel a home improvement contract for emergency restoration services if the consumer signs an emergency authorization form that includes a cost estimate for the services to be provided by a contractor business. If the cost of the emergency restoration services contracted for exceeds the estimate set forth in the signed emergency authorization form, the contractor business shall require the consumer to sign a new emergency authorization form.

d. As used in this section:

"Emergency restoration services" means water extraction and drying; fire damage clean-up and soot removal; removal of damaged carpet and other flooring material; removal of damaged drywall and building materials; removal of smoke odors; and sanitizing and preventive activities of mold or mold-containment matter. "Emergency restoration services" shall include the repair or replacement of damaged materials unless structural, electrical, plumbing, or air conditioning work is performed.

"Goods" means any products or materials used to:

(1) remodel, alter, renovate, repair, restore, modernize, move, demolish, install in, or otherwise improve or modify the whole or any part of a residential property; or

(2) convert an existing commercial structure into residential property.

(cf: P.L.2023, c.237, s.39)

2. (New section) a. A consumer may cancel any contract for the sale of goods priced at \$500 or more for any reason before midnight of the third business day after the consumer enters into the contract if:

(1) the consumer is aged 60 years or older; or

(2) the consumer is a person with an intellectual disability.

b. All moneys paid pursuant to the cancelled contract shall be fully refunded within 30 days of receipt of the notice of cancellation. If the consumer has executed any credit or loan agreement through the merchant as part of the contract, the agreement or note shall be cancelled without penalty to the consumer and written notice of that cancellation shall be mailed to the consumer within 30 days of receipt of the notice of cancellation.

c. All goods delivered to the consumer pursuant to the cancelled contract shall be returned within 30 days of the cancellation of the contract.

d. Nothing herein shall affect the right of a consumer to waive the three day cancellation period established by this section consistent with applicable law.

e. As used in this section, "goods" means tangible products that are used or bought for use primarily for personal, family, or household purposes.

1 3. (New section) Nothing in P.L. , c. (C.) (pending
2 before the Legislature as this bill) shall be construed to apply to
3 contracts related to the sale or purchase of real estate or real estate
4 brokerage services.

5

6 4. This act shall take effect on the first day of the fourth month
7 next following enactment and shall apply to contracts entered into
8 on or after that date.