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SENATE BILL NO. 1285

Offered January 8, 2025

Prefiled January 8, 2025

A BILL to amend and reenact §§ 54.1-500, 55.1-703, and 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia and to repeal Article 5 (§§ 54.1-1144, 54.1-1145, and 54.1-1146) of Chapter 11 of Title 54.1 of the Code of Virginia, relating to Department of Professional and Occupational Regulation; deregulation of residential building energy analysts.

Patron—DeSteph

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That §§ 54.1-500, 55.1-703, and 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia are amended and reenacted as follows:

§ 54.1-500. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Accredited asbestos training program" means a training program that has been approved by the Board to provide training for individuals to engage in asbestos abatement, conduct asbestos inspections, prepare management plans, prepare project designs or act as project monitors.

"Accredited lead training program" means a training program that has been approved by the Board to provide training for individuals to engage in lead-based paint activities.

"Asbestos" means the asbestiform varieties of actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite.

"Asbestos analytical laboratory license" means an authorization issued by the Board to perform phase contrast, polarized light, or transmission electron microscopy on material known or suspected to contain asbestos.

"Asbestos contractor's license" means an authorization issued by the Board permitting a person to enter into contracts to perform an asbestos abatement project.

"Asbestos-containing materials" or "ACM" means any material or product which contains more than 1.0 percent asbestos or such other percentage as established by EPA final rule.

"Asbestos inspector's license" means an authorization issued by the Board permitting a person to perform on-site investigations to identify, classify, record, sample, test, and prioritize by exposure potential asbestos-containing materials.

"Asbestos management plan" means a program designed to control or abate any potential risk to human health from asbestos.

"Asbestos management planner's license" means an authorization issued by the Board permitting a person to develop or alter an asbestos management plan.

"Asbestos project" or "asbestos abatement project" means an activity involving job set-up for containment, removal, encapsulation, enclosure, encasement, renovation, repair, construction, or alteration of an asbestos-containing material. An asbestos project or asbestos abatement project shall not include nonfriable asbestos-containing roofing, flooring and siding materials which when installed, encapsulated or removed do not become friable.

"Asbestos project designer's license" means an authorization issued by the Board permitting a person to design an asbestos abatement project.

"Asbestos project monitor's license" means an authorization issued by the Board permitting a person to monitor an asbestos project, subject to Department regulations.

"Asbestos supervisor" means any person so designated by an asbestos contractor who provides on-site supervision and direction to the workers engaged in asbestos projects.

"Asbestos worker's license" means an authorization issued by the Board permitting an individual to work on an asbestos project.

"Board" means the Virginia Board for Asbestos, Lead, and Home Inspectors.

"Friable" means that the material when dry may be crumbled, pulverized, or reduced to powder by hand pressure and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

"Home inspection" means any inspection of a residential building for compensation conducted by a licensed home inspector. A home inspection shall include a written evaluation of the readily accessible components of a residential building, including heating, cooling, plumbing, and electrical systems; structural components; foundation; roof; masonry structure; exterior and interior components; and other related

59 residential housing components. A home inspection may be limited in scope as provided in a home inspection  
60 contract, provided that such contract is not inconsistent with the provisions of this chapter or the regulations  
61 of the Board. ~~For purposes of this chapter, residential building energy analysis alone, as defined in §~~  
62 ~~54.1-1144, shall not be considered a home inspection.~~

63 "Home inspector" means a person who meets the criteria of education, experience, and testing required by  
64 this chapter and regulations of the Board and who has been licensed by the Board to perform home  
65 inspections.

66 "Lead abatement" means any measure or set of measures designed to permanently eliminate lead-based  
67 paint hazards, including lead-contaminated dust or soil.

68 "Lead-based paint" means paint or other surface coatings that contain lead equal to or in excess of 1.0  
69 milligrams per square centimeter or more than 0.5 percent by weight.

70 "Lead-based paint activity" means lead inspection, lead risk assessment, lead project design, and  
71 abatement of lead-based paint and lead-based paint hazards, including lead-contaminated dust and  
72 lead-contaminated soil.

73 "Lead-contaminated soil" means bare soil that contains lead at or in excess of levels identified by the  
74 Environmental Protection Agency.

75 "Lead contractor" means a person who has met the Board's requirements and has been issued a license by  
76 the Board to enter into contracts to perform lead abatements.

77 "Lead inspection" means a surface-by-surface investigation to determine the presence of lead-based paint  
78 and the provisions of a report explaining the results of the investigation.

79 "Lead inspector" means an individual who has been licensed by the Board to conduct lead inspections and  
80 abatement clearance testing.

81 "Lead project design" means any descriptive form written as instructions or drafted as a plan describing  
82 the construction or setting up of a lead abatement project area and the work practices to be utilized during the  
83 lead abatement project.

84 "Lead project designer" means an individual who has been licensed by the Board to prepare lead project  
85 designs.

86 "Lead risk assessment" means (i) an on-site investigation to determine the existence, nature, severity and  
87 location of lead-based paint hazards and (ii) the provision of a report by the individual or the firm conducting  
88 the risk assessment, explaining the results of the investigation and options for reducing lead-based paint  
89 hazards.

90 "Lead risk assessor" means an individual who has been licensed by the Board to conduct lead inspections,  
91 lead risk assessments, and abatement clearance testing.

92 "Lead supervisor" means an individual who has been licensed by the Board to supervise lead abatements.

93 "Lead worker" or "lead abatement worker" means an individual who has been licensed by the Board to  
94 perform lead abatement.

95 "Person" means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, or  
96 any other individual or entity.

97 "Principal instructor" means the individual who has the primary responsibility for organizing and teaching  
98 an accredited asbestos training program, an accredited lead training program, or any combination thereof.

99 "Residential building" means, for the purposes of home inspection, a structure consisting of one to four  
100 dwelling units used or occupied, or intended to be used or occupied, for residential purposes.

101 "Training manager" means the individual responsible for administering a training program and monitoring  
102 the performance of instructors for an accredited asbestos training or accredited lead training program.

103 **§ 55.1-703. Required disclosures for buyer to beware; buyer to exercise necessary due diligence.**

104 A. The owner of the residential real property shall furnish to a purchaser a residential property disclosure  
105 statement for the buyer to beware of certain matters that may affect the buyer's decision to purchase such real  
106 property. Such statement shall be provided by the Real Estate Board on its website.

107 B. The residential property disclosure statement provided by the Real Estate Board on its website shall  
108 include the following:

109 1. The owner makes no representations or warranties as to the condition of the real property or any  
110 improvements thereon, or with regard to any covenants and restrictions, or any conveyances of mineral  
111 rights, as may be recorded among the land records affecting the real property or any improvements thereon,  
112 and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary,  
113 including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business  
114 that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building  
115 energy analysis; ~~as defined in § 54.1-1144~~, in accordance with terms and conditions as may be contained in  
116 the real estate purchase contract, but in any event prior to settlement pursuant to such contract;

117 2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or  
118 add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular  
119 purchaser deems necessary, including obtaining a property survey and contacting the locality to determine

120 zoning ordinances or lot coverage, height, or setback requirements on the property.

121 3. The owner makes no representations with respect to any matters that may pertain to parcels adjacent to  
122 the subject parcel, including zoning classification or permitted uses of adjacent parcels, and purchasers are  
123 advised to exercise whatever due diligence a particular purchaser deems necessary with respect to adjacent  
124 parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but  
125 in any event prior to settlement pursuant to such contract;

126 4. The owner makes no representations to any matters that pertain to whether the provisions of any  
127 historic district ordinance affect the property, and purchasers are advised to exercise whatever due diligence a  
128 particular purchaser deems necessary with respect to any historic district designated by the locality pursuant  
129 to § 15.2-2306, including review of (i) any local ordinance creating such district, (ii) any official map adopted  
130 by the locality depicting historic districts, and (iii) any materials available from the locality that explain (a)  
131 any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic  
132 district and (b) the necessity of any local review board or governing body approvals prior to doing any work  
133 on a property located in a local historic district, in accordance with terms and conditions as may be contained  
134 in the real estate purchase contract, but in any event prior to settlement pursuant to such contract;

135 5. The owner makes no representations with respect to whether the property contains any resource  
136 protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§  
137 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to § 62.1-44.15:74, and  
138 purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to  
139 determine whether the provisions of any such ordinance affect the property, including review of any official  
140 map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as  
141 may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such  
142 contract;

143 6. The owner makes no representations with respect to information on any sexual offenders registered  
144 under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and purchasers are advised to exercise whatever due  
145 diligence they deem necessary with respect to such information, in accordance with terms and conditions as  
146 may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such  
147 contract;

148 7. The owner makes no representations with respect to whether the property is within a dam break  
149 inundation zone. Such disclosure statement shall advise purchasers to exercise whatever due diligence they  
150 deem necessary with respect to whether the property resides within a dam break inundation zone, including a  
151 review of any map adopted by the locality depicting dam break inundation zones;

152 8. The owner makes no representations with respect to the presence of any wastewater system, including  
153 the type or size of the wastewater system or associated maintenance responsibilities related to the wastewater  
154 system, located on the property, and purchasers are advised to exercise whatever due diligence they deem  
155 necessary to determine the presence of any wastewater system on the property and the costs associated with  
156 maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to  
157 the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate  
158 purchase contract, but in any event prior to settlement pursuant to such contract;

159 9. The owner makes no representations with respect to any right to install or use solar energy collection  
160 devices on the property;

161 10. The owner makes no representations with respect to whether the property is located in one or more  
162 special flood hazard areas, and purchasers are advised to exercise whatever due diligence they deem  
163 necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the  
164 property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood  
165 hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for  
166 FEMA's National Flood Insurance Program or the Virginia Flood Risk Information website operated by the  
167 Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in  
168 accordance with terms and conditions as may be contained in the real estate purchase contract, but in any  
169 event prior to settlement pursuant to such contract. A flood risk information form, pursuant to the provisions  
170 of subsection D, that provides additional information on flood risk and flood insurance is available for  
171 download by the Real Estate Board on its website;

172 11. The owner makes no representations with respect to whether the property is subject to one or more  
173 conservation or other easements, and purchasers are advised to exercise whatever due diligence a particular  
174 purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate  
175 purchase contract, but in any event prior to settlement pursuant to such contract;

176 12. The owner makes no representations with respect to whether the property is subject to a community  
177 development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of  
178 Chapter 51 of Title 15.2, and purchasers are advised to exercise whatever due diligence a particular purchaser  
179 deems necessary in accordance with terms and conditions as may be contained in the real estate purchase  
180 contract, including determining whether a copy of the resolution or ordinance has been recorded in the land

181 records of the circuit court for the locality in which the community development authority district is located  
182 for each tax parcel included in the district pursuant to § 15.2-5157, but in any event prior to settlement  
183 pursuant to such contract;

184 13. The owner makes no representations with respect to whether the property is located on or near  
185 deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a  
186 particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real  
187 estate purchase contract, including consulting public resources regarding local soil conditions and having the  
188 soil and structural conditions of the property analyzed by a qualified professional;

189 14. The owner makes no representations with respect to whether the property is located in a locality  
190 classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones,  
191 and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the  
192 property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the  
193 EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program  
194 website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon  
195 Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in  
196 accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any  
197 event prior to settlement pursuant to such contract;

198 15. The owner makes no representations with respect to whether the property contains any pipe, pipe or  
199 plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of  
200 "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence  
201 they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture,  
202 solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free," in accordance  
203 with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to  
204 settlement pursuant to such contract;

205 16. The owner makes no representations with respect to the existence of defective drywall on the property,  
206 and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether  
207 there is defective drywall on the property, in accordance with terms and conditions as may be contained in the  
208 real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of  
209 this subdivision, "defective drywall" means the same as that term is defined in § 36-156.1; and

210 17. The owner makes no representation with respect to the condition or regulatory status of any  
211 impounding structure or dam on the property or under the ownership of the common interest community that  
212 the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a  
213 particular purchaser deems necessary to determine the condition, regulatory status, cost of required  
214 maintenance and operation, or other relevant information pertaining to the impounding structure or dam,  
215 including contacting the Department of Conservation and Recreation or a licensed professional engineer.

216 C. The residential property disclosure statement shall be delivered in accordance with § 55.1-709.

217 D. The Real Estate Board shall make available on its website a flood risk information form. Such form  
218 shall be substantially as follows:

219 Flood Risk Information Form

220 The purpose of this information form is to provide property owners and potential property owners with  
221 information regarding flood risk. This information form does not determine whether a property owner will be  
222 required to purchase a flood insurance policy. That determination is made by the lender providing a loan for  
223 the property at the lender's discretion.

224 Mortgage lenders are mandated under the Flood Disaster Protection Act of 1973 and the National Flood  
225 Insurance Reform Act of 1994 to require the purchase of flood insurance by property owners who acquire  
226 loans from federally regulated, supervised, or insured financial institutions for the acquisition or improvement  
227 of land, facilities, or structures located within or to be located within a Special Flood Hazard Area. A Special  
228 Flood Hazard Area (SFHA) is a high-risk area defined as any land that would be inundated by a flood, also  
229 known as a base flood, having a one percent chance of occurring in a given year. The lender reviews the  
230 current National Flood Insurance Program (NFIP) maps for the community in which the property is located to  
231 determine its location relative to the published SFHA and completes the Standard Flood Hazard  
232 Determination Form (SFHDF), created by the Federal Emergency Management Agency (FEMA). If the  
233 lender determines that the structure is indeed located within a SFHA and the community is participating in  
234 the NFIP, the borrower is then notified that flood insurance will be required as a condition of receiving the  
235 loan. A similar review and notification are completed whenever a loan is sold on the secondary loan market  
236 or when the lender completes a routine review of its mortgage portfolio.

237 Properties that are not located in a SFHA can still flood. Flood damage is not generally covered by a  
238 standard home insurance policy. It is prudent to consider purchasing flood insurance even when flood  
239 insurance is not required by a lender. Properties not located in a SFHA may be eligible for a low-cost  
240 preferred risk flood insurance policy. Property owners and buyers are encouraged to consult with their  
241 insurance agent about flood insurance.

242 What is a flood? A flood is a general and temporary condition of partial or complete inundation of two or

243 more acres of normally dry land area or of two or more properties, at least one of which is the policyholder's  
 244 property, from (i) overflow of inland or tidal waters, (ii) unusual and rapid accumulation or runoff of surface  
 245 waters from any source, (iii) mudflow, or (iv) collapse or subsidence of land along the shore of a lake or  
 246 similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding  
 247 anticipated cyclical levels that result in a flood.

248 FEMA is required to update Flood Maps every five years. Flood zones for this property may change due  
 249 to periodic map updates. To determine what flood zone or zones a property is located in a buyer can visit the  
 250 website for FEMA's National Flood Insurance Program or the Virginia Department of Conservation and  
 251 Recreation's Flood Risk Information System website.

252 **§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.**

253 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
 254 transaction are hereby declared unlawful:

255 1. Misrepresenting goods or services as those of another;  
 256 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;  
 257 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
 258 with another;

259 4. Misrepresenting geographic origin in connection with goods or services;

260 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
 261 benefits;

262 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

263 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
 264 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
 265 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
 266 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
 267 "not first class";

268 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
 269 price or upon the terms advertised.

270 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
 271 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
 272 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
 273 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
 274 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
 275 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
 276 reasonably expected to have at least such quantity or amount for sale;

277 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
 278 price reductions;

279 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
 280 installed;

281 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
 282 for merchandise or services previously ordered;

283 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
 284 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
 285 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
 286 goods or services advertised or offered for sale;

287 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
 288 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
 289 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
 290 statutes or regulations;

291 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
 292 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
 293 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
 294 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
 295 consumer transaction;

296 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
 297 with a consumer transaction;

298 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
 299 or 3.2-6519 is a violation of this chapter;

300 16. Failing to disclose all conditions, charges, or fees relating to:

301 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
 302 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
 303 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not

304 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
305 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
306 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
307 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
308 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
309 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
310 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
311 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
312 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
313 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
314 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

315 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
316 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
317 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
318 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

319 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
320 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
321 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
322 overpayments. If the credit balance information is incorporated into statements of account furnished  
323 consumers by suppliers within such 60-day period, no separate or additional notice is required;

324 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
325 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

326 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

327 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

328 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

329 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17  
330 et seq.);

331 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

332 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et  
333 seq.);

334 24. Violating any provision of § 54.1-1505;

335 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
336 (§ 59.1-207.34 et seq.);

337 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

338 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

339 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

340 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

341 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
342 seq.);

343 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

344 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

345 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

346 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

347 35. Using the consumer's social security number as the consumer's account number with the supplier, if  
348 the consumer has requested in writing that the supplier use an alternate number not associated with the  
349 consumer's social security number;

350 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

351 37. Violating any provision of § 8.01-40.2;

352 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;

353 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

354 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;

355 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
356 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §  
357 59.1-526;

358 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

359 43. Violating any provision of § 59.1-443.2;

360 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

361 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

362 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

363 47. Violating any provision of § 18.2-239;

364 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

365 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has

366 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
367 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
368 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
369 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
370 products that are used, secondhand or "seconds";

371 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);  
372 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;  
373 52. Violating any provision of § 8.2-317.1;  
374 53. Violating subsection A of § 9.1-149.1;  
375 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
376 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
377 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
378 drywall has been permanently installed or affixed;

379 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
380 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
381 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
382 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
383 seq.) of Title 54.1;

384 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);  
385 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;  
386 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
387 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
388 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

389 59. Violating any provision of subsection E of § 32.1-126;  
390 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
391 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

392 61. Violating any provision of § 2.2-2001.5;  
393 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;  
394 63. Violating any provision of § 6.2-312;  
395 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;  
396 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;  
397 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);  
398 67. Knowingly violating any provision of § 8.01-27.5;

399 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
400 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
401 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
402 obligation to pay for the goods or services;

403 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
404 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
405 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
406 compound into a different compound by adding or subtracting molecules to or from the original compound.  
407 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
408 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
409 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

410 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
411 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
412 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
413 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
414 16 (§ 4.1-1600 et seq.) of Title 4.1;

415 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
416 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
417 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an  
418 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
419 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
420 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
421 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
422 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
423 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
424 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
425 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
426 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the

427 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
428 16 (§ 4.1-1600 et seq.) of Title 4.1;

429 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §  
430 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that  
431 depicts or is in the shape of a human, animal, vehicle, or fruit;

432 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
433 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
434 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
435 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
436 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
437 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

438 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
439 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
440 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
441 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
442 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
443 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

444 75. Violating any provision of § 59.1-466.8;

445 76. Violating subsection F of § 36-96.3:1;

446 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
447 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
448 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
449 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
450 plant *Mitragyna speciosa* or any extract thereof;

451 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
452 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
453 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
454 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
455 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
456 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
457 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
458 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
459 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
460 location;

461 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
462 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
463 such good or provision of any such continuous service;

464 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

465 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
466 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
467 Cleaning and Restoration Certification (IICRC); ~~and~~

468 82. Willfully violating any provision of § 59.1-444.4; *and*

469 83. *Performing for compensation without an insurance policy valued at no less than \$100,000 or in a*  
470 *manner otherwise inconsistent with U.S. Environmental Protection Agency guidelines any residential*  
471 *building energy analysis. For the purpose of this subdivision, "residential building energy analysis" means*  
472 *an inspection or evaluation of any of the readily accessible components of a residential building, such as*  
473 *appliances, water heaters, insulation materials, HVAC units, or electrical components and the provision of*  
474 *recommendations to reduce the energy consumption or improve the efficiency of such components.*

475 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
476 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
477 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
478 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

479 **§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

480 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
481 transaction are hereby declared unlawful:

482 1. Misrepresenting goods or services as those of another;

483 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

484 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
485 with another;

486 4. Misrepresenting geographic origin in connection with goods or services;

487 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or

488 benefits;

489 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

490 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
491 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
492 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
493 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
494 "not first class";

495 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
496 price or upon the terms advertised.

497 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
498 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
499 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
500 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
501 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
502 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
503 reasonably expected to have at least such quantity or amount for sale;

504 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
505 price reductions;

506 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
507 installed;

508 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
509 for merchandise or services previously ordered;

510 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
511 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
512 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
513 goods or services advertised or offered for sale;

514 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
515 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
516 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
517 statutes or regulations;

518 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
519 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
520 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
521 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
522 consumer transaction;

523 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
524 with a consumer transaction;

525 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
526 or 3.2-6519 is a violation of this chapter;

527 16. Failing to disclose all conditions, charges, or fees relating to:

528 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
529 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
530 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
531 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
532 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
533 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
534 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
535 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
536 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
537 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
538 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
539 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
540 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
541 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

542 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
543 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
544 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
545 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

546 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
547 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
548 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving

549 overpayments. If the credit balance information is incorporated into statements of account furnished  
550 consumers by suppliers within such 60-day period, no separate or additional notice is required;

551 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
552 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

553 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

554 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

555 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

556 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17  
557 et seq.);

558 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

559 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et  
560 seq.);

561 24. Violating any provision of § 54.1-1505;

562 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
563 (§ 59.1-207.34 et seq.);

564 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

565 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

566 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

567 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

568 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
569 seq.);

570 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

571 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

572 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

573 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

574 35. Using the consumer's social security number as the consumer's account number with the supplier, if  
575 the consumer has requested in writing that the supplier use an alternate number not associated with the  
576 consumer's social security number;

577 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

578 37. Violating any provision of § 8.01-40.2;

579 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;

580 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

581 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;

582 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
583 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §  
584 59.1-526;

585 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

586 43. Violating any provision of § 59.1-443.2;

587 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

588 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

589 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

590 47. Violating any provision of § 18.2-239;

591 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

592 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
593 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
594 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
595 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
596 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
597 products that are used, secondhand or "seconds";

598 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);

599 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;

600 52. Violating any provision of § 8.2-317.1;

601 53. Violating subsection A of § 9.1-149.1;

602 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
603 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
604 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
605 drywall has been permanently installed or affixed;

606 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
607 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
608 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
609 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et

- 610 seq.) of Title 54.1;
- 611 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 612 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 613 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 614 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 615 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 616 59. Violating any provision of subsection E of § 32.1-126;
- 617 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 618 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 619 61. Violating any provision of § 2.2-2001.5;
- 620 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 621 63. Violating any provision of § 6.2-312;
- 622 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 623 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 624 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 625 67. Knowingly violating any provision of § 8.01-27.5;
- 626 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 627 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 628 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 629 obligation to pay for the goods or services;
- 630 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 631 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 632 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 633 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 634 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 635 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 636 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 637 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 638 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 639 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 640 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 641 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 642 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 643 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 644 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an
- 645 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 646 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 647 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 648 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
- 649 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
- 650 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
- 651 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
- 652 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
- 653 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 654 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 655 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 656 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
- 657 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that
- 658 depicts or is in the shape of a human, animal, vehicle, or fruit;
- 659 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 660 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
- 661 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
- 662 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
- 663 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
- 664 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;
- 665 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
- 666 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
- 667 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 668 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
- 669 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
- 670 1, 2023, provided that the person provides documentation of the date of manufacture if requested;
- 671 75. Violating any provision of § 59.1-466.8;

672 76. Violating subsection F of § 36-96.3:1;

673 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
674 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
675 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
676 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
677 plant *Mitragyna speciosa* or any extract thereof;

678 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
679 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
680 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
681 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
682 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
683 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
684 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
685 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
686 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
687 location;

688 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
689 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
690 such good or provision of any such continuous service;

691 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

692 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
693 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
694 Cleaning and Restoration Certification (IICRC);

695 82. Willfully violating any provision of § 59.1-444.4; ~~and~~

696 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.); *and*

697 84. *Performing for compensation without an insurance policy valued at no less than \$100,000 or in a*  
698 *manner otherwise inconsistent with U.S. Environmental Protection Agency guidelines any residential*  
699 *building energy analysis. For the purpose of this subdivision, "residential building energy analysis" means*  
700 *an inspection or evaluation of any of the readily accessible components of a residential building, such as*  
701 *appliances, water heaters, insulation materials, HVAC units, or electrical components and the provision of*  
702 *recommendations to reduce the energy consumption or improve the efficiency of such components.*

703 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
704 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
705 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
706 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

707 **2. That Article 5 (§§ 54.1-1144, 54.1-1145, and 54.1-1146) of Chapter 11 of Title 54.1 of the Code of**  
708 **Virginia is repealed.**