

MICHIGAN IMMIGRATION CLERICAL ASSISTANT ACT (EXCERPT)
Act 161 of 2004

338.3463 Contract requirements.

Sec. 13.

(1) An immigration clerical assistant shall enter into a written contract with a consumer before any service is rendered and before accepting any compensation.

(2) A contract described in subsection (1) shall be written in English and shall include a written translation into the primary language understood by the consumer if the consumer is not a native speaker of English. The contract shall embody all the terms and conditions of the agreement to provide services, including, but not limited to, the following:

(a) The name and address of the immigration clerical assistant.

(b) The date and time of the transaction.

(c) A description of the services to be provided and the itemized cost of each service.

(3) An immigration clerical assistant shall not orally amend or supplement a written contract described in subsection (1) and shall not make any statement that contradicts or is inconsistent with the terms of the written contract. A copy of the executed contract shall be provided to the consumer at the time of execution.

(4) A consumer has 72 hours from the execution of a contract described in subsection (1) to rescind the transaction. A notice of the consumer's right to rescind shall be included in the contract in English and shall be translated with substantially similar meaning into the primary language understood by the consumer in substantially the following form:

"You, the consumer, may cancel this transaction at any time prior to 72 hours following the date and time that this contract is signed by you. You may cancel this transaction, without any penalty or obligation, by writing "CANCEL" across your signature and returning a copy to the immigration clerical assistant or his/her authorized representative."

(5) If a transaction is rescinded under subsection (4), the immigration clerical assistant shall promptly return to the person entitled to receive it any deposit, down payment, or other compensation received from or on behalf of the consumer and shall return to the consumer, or the individual upon whose behalf the consumer is acting, all original documents, including notices, letters, approvals, denials, receipts, or other correspondence received on behalf of the consumer in any immigration matter.

(6) A contract described in subsection (1) shall state in a prominent place, in type not smaller than 12-point font, a notice in English that is translated with substantially similar meaning into the primary language understood by the consumer, as follows:

"NOTICE: An immigration clerical assistant is NOT an attorney and is not authorized to provide legal services or offer legal advice of any kind."

History: 2004, Act 161, Eff. Oct. 1, 2004 ;-- Am. 2014, Act 174, Imd. Eff. June 17, 2014