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AN ACT

RELATING TO LEGAL HOLIDAYS; AMENDING SECTIONS OF THE NMSA  
1978 TO REPLACE COLUMBUS DAY WITH INDIGENOUS PEOPLES' DAY.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 12-5-2 NMSA 1978 (being Laws 1969,  
Chapter 114, Section 1, as amended by Laws 1987, Chapter 3,  
Section 1 and also by Laws 1987, Chapter 309, Section 1) is  
amended to read:

"12-5-2. LEGAL HOLIDAYS--DESIGNATION.--Legal public  
holidays in New Mexico are:

- A. New Year's day, January 1;
- B. Martin Luther King, Jr.'s birthday, third  
Monday in January;
- C. Washington's and Lincoln's birthday,  
President's day, third Monday in February;
- D. Memorial day, last Monday in May;
- E. Independence day, July 4;
- F. Labor day, first Monday in September;
- G. Indigenous Peoples' day, second Monday in  
October;
- H. Armistice day and Veterans' day, November 11;
- I. Thanksgiving day, fourth Thursday in November;
- and
- J. Christmas day, December 25."

1           SECTION 2. Section 57-12-21 NMSA 1978 (being Laws 1987,  
2 Chapter 212, Section 1, as amended) is amended to read:

3           "57-12-21. DOOR-TO-DOOR SALES--CONTRACTS--  
4 REQUIREMENTS--PROHIBITIONS.--

5           A. In connection with a door-to-door sale, it  
6 constitutes an unfair or deceptive trade practice for a  
7 seller to:

8                       (1) fail to furnish the buyer with a fully  
9 completed receipt or copy of a contract pertaining to the  
10 sale at the time of its execution that is in the same  
11 language as that principally used in the oral sales  
12 presentation and that shows the date of the transaction and  
13 contains the name and address of the seller and, in immediate  
14 proximity to the space reserved in the contract for the  
15 signature of the buyer or on the front page of the receipt if  
16 a contract is not used and in bold face type of a minimum  
17 size of ten points, a statement in substantially the  
18 following form:

19                       "You, the buyer, may cancel this transaction at any time  
20 prior to midnight of the third business day after the date of  
21 this transaction. See the attached notice of cancellation  
22 form for an explanation of this right.";

23                       (2) fail to furnish each buyer, at the time  
24 the buyer signs the door-to-door sales contract or otherwise  
25 agrees to buy consumer goods or services from the seller, a

1 completed form in duplicate, captioned "NOTICE OF  
2 CANCELLATION", that shall be attached to the contract or  
3 receipt and easily detachable and that shall contain in  
4 ten-point bold face type the following information and  
5 statements in the same language as that used in the contract:

6 "NOTICE OF CANCELLATION

7 \_\_\_\_\_  
8 date

9 You may cancel this transaction, without any penalty or  
10 obligation, within three business days from the above date.

11 If you cancel, any property traded in, any payments made  
12 by you under the contract or sale and any negotiable  
13 instrument executed by you will be returned within ten  
14 business days following receipt by the seller of your  
15 cancellation notice and any security interest arising out of  
16 the transaction will be canceled.

17 If you cancel, you must make available to the seller at  
18 your residence, in substantially as good condition as when  
19 received, any goods delivered to you under this contract or  
20 sale; or you may, if you wish, comply with the instructions  
21 of the seller regarding the return shipment of the goods at  
22 the seller's expense and risk.

23 If you do make the goods available to the seller and the  
24 seller does not pick them up within twenty days of the date  
25 of your notice of cancellation, you may retain or dispose of

1 the goods without any further obligation. If you fail to  
2 make the goods available to the seller or if you agree to  
3 return the goods to the seller and fail to do so, then you  
4 remain liable for performance of all obligations under the  
5 contract.

6 To cancel this transaction, mail or deliver a signed and  
7 dated copy of this cancellation notice or any other written  
8 notice or send a telegram to:

9 \_\_\_\_\_  
10 (name of seller)

11 at \_\_\_\_\_  
12 (address of seller's place of business)

13 not later than midnight of \_\_\_\_\_  
14 (date)

15 I hereby cancel this transaction.

16 \_\_\_\_\_  
17 (date)

18 \_\_\_\_\_  
19 (buyer's signature)";

20 (3) fail, before furnishing copies of the  
21 notice of cancellation to the buyer, to complete both copies  
22 by entering the name of the seller, the address of the  
23 seller's place of business, the date of the transaction and  
24 the date, not earlier than the third business day following  
25 the date of the transaction, by which the buyer may give

1 notice of cancellation;

2 (4) include in a door-to-door contract or  
3 receipt a confession of judgment or a waiver of any of the  
4 rights to which the buyer is entitled under this section,  
5 including specifically the buyer's right to cancel the sale  
6 in accordance with the provisions of this section;

7 (5) fail to inform each buyer orally, at the  
8 time the buyer signs the contract or purchases the goods or  
9 services, of the right to cancel;

10 (6) misrepresent in any manner the buyer's  
11 right to cancel;

12 (7) fail or refuse to honor a valid notice  
13 of cancellation by a buyer and, within ten business days  
14 after the receipt of the notice, fail to:

15 (a) refund all payments made under the  
16 contract or sale;

17 (b) return in substantially as good  
18 condition as when received by the seller any goods or  
19 property traded in; and

20 (c) cancel and return any negotiable  
21 instrument executed by the buyer in connection with the  
22 contract or sale and take any action necessary or appropriate  
23 to terminate promptly a security interest created in the  
24 transaction;

25 (8) negotiate, transfer, sell or assign any

1 notice or other evidence of indebtedness to a finance company  
2 or other third party prior to midnight of the fifth business  
3 day following the day the contract was signed or the goods or  
4 services were purchased; and

5 (9) fail to notify the buyer, within ten  
6 business days of receipt of the notice of cancellation,  
7 whether the seller intends to repossess or to abandon any  
8 shipped or delivered goods.

9 B. The cancellation period provided for in this  
10 section as applied to telephone initiated sales shall not  
11 begin until the buyer has been informed of the right to  
12 cancel and has been provided with copies of the notice of  
13 cancellation.

14 C. For the purposes of this section:

15 (1) "business day" means any calendar day  
16 except Sunday or the following business holidays: New Year's  
17 day; President's day; Memorial day; Independence day; Labor  
18 day; Indigenous Peoples' day; Armistice day and Veterans'  
19 day; Thanksgiving day; Christmas day; Martin Luther King,  
20 Jr.'s birthday; and any other legal public holiday of the  
21 state of New Mexico or the United States;

22 (2) "consumer goods or services" means goods  
23 or services other than perishable goods or agricultural  
24 products purchased, leased or rented primarily for personal,  
25 family or household purposes, including courses of

1 instruction or training, regardless of the purpose for which  
2 they are taken;

3 (3) "door-to-door sale" means a sale, lease  
4 or rental of consumer goods or services with a purchase price  
5 of twenty-five dollars (\$25.00) or more, whether under single  
6 or multiple contracts, in which the seller or the seller's  
7 representative personally solicits the sale, including those  
8 in response to or following an invitation by the buyer, and  
9 the buyer's agreement or offer to purchase is made at a place  
10 other than the place of business of the seller. A  
11 door-to-door sale includes seller initiated telephone sales.  
12 A door-to-door sale does not include a transaction:

13 (a) made pursuant to prior negotiations  
14 in the course of a visit by the buyer to a retail business  
15 establishment having a fixed permanent location where the  
16 goods are exhibited or the services are offered for sale on a  
17 continuing basis;

18 (b) in which the consumer is accorded  
19 the right of rescission by the provisions of the Consumer  
20 Credit Protection Act, 15 U.S.C. 1635, or regulations issued  
21 pursuant thereto;

22 (c) in which the buyer has initiated  
23 the contract and the goods or services are needed to meet a  
24 bona fide immediate personal emergency of the buyer, and the  
25 buyer furnishes the seller with a separate dated and signed

1 personal statement in the buyer's handwriting describing the  
2 situation requiring immediate remedy and expressly  
3 acknowledging and waiving the right to cancel the sale within  
4 three business days;

5 (d) in which the buyer has initiated  
6 the contract and specifically requested the seller to visit  
7 the buyer's home for the purpose of repairing or performing  
8 maintenance upon the buyer's personal property. If in the  
9 course of such a visit the seller sells the buyer the right  
10 to receive additional services or goods other than  
11 replacement parts necessarily used in performing the  
12 maintenance or in making the repairs, the sale of those  
13 additional goods or services would not fall within this  
14 exclusion;

15 (e) pertaining to the sale or rental of  
16 real property, to the sale of insurance or to the sale of  
17 securities or commodities by a broker-dealer registered with  
18 the securities and exchange commission; or

19 (f) in which a consumer acquires the  
20 use of goods under the terms of a rental-purchase agreement  
21 made pursuant to the provisions of the Rental-Purchase  
22 Agreement Act, with an initial rental period of one week or  
23 less, by placing a telephone call to a lessor and by  
24 requesting that specific goods be delivered to the consumer's  
25 residence or such other place as the consumer directs and

1 consummation of the rental-purchase agreement occurs after  
2 the goods are delivered;

3 (4) "place of business" means the main or  
4 permanent branch office or local address of a seller;

5 (5) "purchase price" means the total price  
6 paid or to be paid for the consumer goods or services,  
7 including all interest and service charges; and

8 (6) "seller" means any person, partnership,  
9 corporation or association engaged in the door-to-door sale  
10 of consumer goods or services."

11 SECTION 3. Section 57-30-2 NMSA 1978 (being Laws 2008,  
12 Chapter 29, Section 2, as amended) is amended to read:

13 "57-30-2. DEFINITIONS.--As used in the Sale of Recycled  
14 Metals Act:

15 A. "aluminum material" means a product made from  
16 aluminum, an aluminum alloy or an aluminum byproduct.

17 "Aluminum material" includes an aluminum beer keg but does  
18 not include other types of aluminum cans used to contain a  
19 food or beverage;

20 B. "bronze material" means:

21 (1) a cemetery vase, receptacle or memorial  
22 made from bronze;

23 (2) bronze statuary; or

24 (3) material readily identifiable as bronze;

25 C. "business day" means any calendar day except

1 Sunday and the following holidays: New Year's day;  
2 President's day; Memorial day; Independence day; Labor day;  
3 Indigenous Peoples' day; Armistice day and Veterans' day;  
4 Thanksgiving day; Christmas day; Martin Luther King, Jr.'s  
5 birthday; and any other legal public holiday of the state of  
6 New Mexico or the United States;

7 D. "copper or brass material" means:

8 (1) insulated or noninsulated copper wire,  
9 hardware or cable of the type used by a public utility,  
10 commercial mobile radio service carrier or common carrier  
11 that consists of at least twenty-five percent copper; or

12 (2) a copper or brass item of a type  
13 commonly used in construction or by a public utility,  
14 commercial mobile radio service carrier or common carrier;

15 E. "department" means the regulation and licensing  
16 department;

17 F. "lead material" means:

18 (1) a lead-acid battery; or  
19 (2) material readily identifiable as being  
20 made of or containing lead;

21 G. "peace officer" means any full-time salaried  
22 and commissioned or certified law enforcement officer of a  
23 police or sheriff's department that is part of or  
24 administered by the state or a political subdivision of the  
25 state;

1 H. "personal identification document" means:

2 (1) a driver's license;

3 (2) a military identification card; or

4 (3) a passport issued by the United States

5 or by another country and recognized by the United States;

6 I. "regulated material" means:

7 (1) aluminum material;

8 (2) bronze material;

9 (3) copper or brass material;

10 (4) steel material;

11 (5) lead material;

12 (6) a utility access cover;

13 (7) a water meter cover;

14 (8) a road or bridge guard rail;

15 (9) a highway or street sign;

16 (10) a traffic directional or control sign

17 or signal; or

18 (11) a catalytic converter that is not part

19 of an entire motor vehicle;

20 J. "secondhand metal dealer" means a scrap metal

21 processor in the business of operating or maintaining a scrap

22 metal yard in a physical location in which scrap metal or

23 cast-off regulated material is purchased for shipment, sale

24 or transfer;

25 K. "steel material" means a product made from an

1 alloy of iron, chromium, nickel or manganese, including  
2 stainless steel beer kegs; and

3 L. "superintendent" means the superintendent of  
4 regulation and licensing."

5 SECTION 4. Section 58-5-7 NMSA 1978 (being Laws 1975,  
6 Chapter 330, Section 3, as amended) is amended to read:

7 "58-5-7. LEGAL HOLIDAYS FOR BANKS.--

8 A. The following legal holidays may be observed by  
9 banks, notwithstanding the provisions of Sections 12-5-1  
10 through 12-5-9 NMSA 1978:

11 New Year's Day ..... January 1

12 Martin Luther King, Jr.'s Birthday .... 3rd Monday in  
13 January

14 President's Day ..... 3rd Monday in  
15 February

16 Memorial Day ..... the date  
17 determined by the director to be the date recognized by the  
18 majority of the federal reserve districts in New Mexico

19 Independence Day ..... July 4

20 Labor Day ..... 1st Monday in  
21 September

22 Indigenous Peoples' Day ..... 2nd Monday in  
23 October

24 Armistice Day and Veterans' Day ..... November 11

25 Thanksgiving Day ..... 4th Thursday in

1 November

2 Christmas Day ..... December 25.

3 Whenever one of these bank holidays falls on a Sunday,  
4 the following Monday is a legal bank holiday. Whenever one  
5 of these bank holidays falls on a Saturday, that Saturday and  
6 the preceding Friday are legal bank holidays.

7 B. Nothing in this section shall be deemed to  
8 require a bank to close or cease operating any remote  
9 financial service unit installed pursuant to the Remote  
10 Financial Service Unit Act or any automated teller machines  
11 located on the bank premises during all or any part of a  
12 legal bank holiday."

13 SECTION 5. EFFECTIVE DATE.--The effective date of the  
14 provisions of this act is July 1, 2019. \_\_\_\_\_

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