

## **Blackfeet Tribal Law and Order Code**

Circa 1999

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### CONSUMER PROTECTION

#### Chapter 2

### CONSUMER SALES PRACTICES

#### **Section 1. Purposes.**

The purpose of this Chapter is to protect consumers from deceptive and unconscionable sales practices and to promote fair consumer practices.

#### **Section 2. Jurisdiction.**

The Blackfeet Tribe of Indians shall have jurisdiction over any supplier as to any act or practice on the Reservation governed by this Chapter or as to any claim arising from a consumer transaction on the Reservation subject to this Chapter where such jurisdiction is not prohibited by federal law.

#### **Section 3. Deceptive Sales Practices.**

##### A. Occurrence.

1. A deceptive act or practice in connection with a consumer transaction violates this Chapter whether it occurs before, during, or after the transaction.

##### B. Kinds of Practices Which Are Deceptive.

Without limiting the scope of this Chapter, the act or practice of a supplier in indicating any of the following is deceptive:

1. that the subject of a consumer transaction has sponsorship,

- approval, performance characteristics, accessories, uses, or benefits it does not have;
2. that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not;
  3. that the subject of a consumer transaction is new or unused, if it is not, or that the subject of a consumer transaction has been used to an extent that is materially different from the fact;
  4. that the subject of a consumer transaction is available to the consumer for a reason that does not exist;
  5. that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not;
  6. that the subject of a consumer transaction will be supplied in greater quantity than the supplier intends;  
not;
  7. that replacement or repair is needed, if it is not;
  8. that a specific price advantage exists, if it does
  9. that the supplier has a sponsorship, approval, or affiliation he does not have;
  10. that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, particular warranty terms, or other rights, remedies, or obligations, if the indication is false;  
or
  11. that the consumer will receive a rebate, discount, or other benefit as an inducement or entering into a consumer transaction in return for giving the supplier the names of prospective consumers who must in fact buy from the supplier or otherwise help the supplier to enter into other consumer transactions, if receipt of the benefit is contingent upon an event occurring after the consumer enters into the transaction.

#### **Section 4. Unconscionable Sales Practices.**

##### A. Occurrence.

An unconscionable act or practice by a supplier in connection with a consumer transaction violates this Chapter whether it occurs before, during, or after the transaction.

## B. Question of Law.

The unconscionability of an act or practice is a question of law for the Court to decide. The parties shall be given an opportunity to present evidence on the issue to aid the Court in making its determination.

## C. Considerations in Determining Unconscionability.

In determining unconscionability, the Court shall consider circumstances such as the following, of which the supplier knew or had reason to know:

1. that he took advantage of the inability of the consumer reasonably to protect his interests because of his physical or mental infirmities, ignorance, illiteracy, inability to understand the language of an agreement, or similar factors;
2. that when the consumer transaction was entered into, the price grossly exceeded the price at which similar property or services were readily obtainable in similar transactions by like consumers;
3. that when the consumer transaction was entered into, the consumer was unable to receive a substantial benefit from the subject of the transaction;
4. that when the consumer transaction was entered into, there was no reasonable probability of payment of the obligation in full by the consumer;
5. that the transaction he induced the consumer to enter into was excessively one-sided; or
6. that he made a misleading statement of opinion on which the consumer was likely to rely to his detriment.

## **Section 5. Remedies.**

Either the Tribe or a consumer may bring an action to:

1. obtain a declaratory judgment that an act or practice violates this Chapter; or
2. enjoin a supplier who has violated, is violating, or is otherwise likely to violate this Chapter.

A consumer who suffers loss as a result of a violation of this Chapter may recover damages in an amount to be determined by the Court.

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