

§589-A. Requirements of membership camping

1. Specific disclosures. No membership camping contract may be offered or sold by a membership camping operator unless, prior to the execution of the membership camping contract, the purchaser is provided, at no cost to the purchaser, with a written statement containing the following information, all of which shall be current to a point not more than 60 days prior to the date of delivery to the purchaser.

A. The front cover or first page shall contain only the following in the order stated:

- (1) The words "membership camping operator's disclosure statement" printed in bold-faced type of a minimum size of 10 points;
- (2) The name and principal business address of the membership camping operator;
- (3) A statement that the membership camping operator is in the business of offering for sale membership camping contracts;
- (4) The following in printed bold-faced type of a minimum size of 10 points:

THIS DISCLOSURE STATEMENT CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN PURCHASING A MEMBERSHIP CAMPING CONTRACT. STATE LAW REQUIRES THAT THESE DISCLOSURES BE MADE , BUT NO STATE AGENCY OR OFFICIAL HAS REVIEWED THE INFORMATION CONTAINED IN THIS BOOKLET. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. YOU SHOULD NOT RELY UPON ANY ORAL REPRESENTATIONS AS BEING CORRECT. IF YOU ARE THINKING OF PURCHASING A MEMBERSHIP CAMPGROUND CONTRACT, YOU SHOULD REVIEW ALL REFERENCES MADE IN THIS BOOKLET, EXHIBITS, CONTRACT DOCUMENTS AND SALES MATERIALS. THE MEMBERSHIP CAMPING OPERATOR IS PROHIBITED FROM MAKING ANY REPRESENTATIONS WHICH CONFLICT WITH THOSE CONTAINED IN THE CONTRACT OR THIS DISCLOSURE STATEMENT; and

- (5) The following language, printed in bold-faced type of a minimum size of 10 points, shall also appear on the cover page of the disclosure statement after the appearance of the items required in this paragraph:

SHOULD YOU EXECUTE A MEMBERSHIP CAMPING CONTRACT, YOU HAVE THE UNQUALIFIED RIGHT TO CANCEL THAT CONTRACT. THIS RIGHT OF CANCELLATION IS INCAPABLE OF WAIVER AND SHALL EXPIRE AT MIDNIGHT ON THE 7TH CALENDAR DAY FOLLOWING THE DATE OF THE EXECUTED CONTRACT OR WITHIN 7 CALENDAR DAYS OF THE RECEIPT OF THIS STATEMENT, WHICHEVER OCCURS LATER. TO CANCEL THE MEMBERSHIP CAMPING CONTRACT, YOU MUST HAND DELIVER OR MAIL, POSTAGE PREPAID, WRITTEN NOTICE OF YOUR INTENTION TO CANCEL TO THE MEMBERSHIP CAMPING OPERATOR AT HIS PRINCIPAL BUSINESS ADDRESS LISTED IN THE MEMBERSHIP CAMPING CONTRACT. THE MEMBERSHIP CAMPING OPERATOR IS REQUIRED BY LAW TO RETURN ALL MONEY PAID BY YOU IN CONNECTION WITH THE EXECUTION OF THE MEMBERSHIP CAMPING CONTRACT WITHIN 20 CALENDAR DAYS FROM THE PROPER AND TIMELY CANCELLATION OF THE CONTRACT. [PL 1985, c. 390 (NEW).]

B. The following pages shall contain, in the following order:

- (1) A brief description of the membership camping operator's experience in the membership camping business, including the number of years the operator has been in the membership camping business;

(2) A brief description of the nature of the purchaser's right or license to use the membership camping operator's property or facilities;

(3) The location of each of the membership camping operator's parks and a brief description for each park of the significant facilities then available for use by purchasers and those which are represented to purchasers as being planned, together with a brief description of any significant facilities that are or will be available to nonpurchasers or nonmembers. Significant facilities include, but are not limited to, each of the following: The number of camping sites in each park, the number of camping sites in each park with full or partial hookups, swimming pools, tennis courts, recreation buildings, restrooms and showers, laundry rooms, trading posts and grocery stores. "Partial hookups" means those hookups with at least one of the following connections: Electricity; water and sewage connections;

(4) A brief description of the effect on the purchaser's membership rights if a subsequent holder, successor, assign or other person later acquires the campground through foreclosure, bankruptcy sale, deed or other conveyance. This description shall include a description of any nondisturbance agreement or bond and its effects on the purchaser's rights and a description of the legal document that evidences the purchaser's rights, followed by a statement in capital letters as follows:

NOTICE: YOUR RIGHTS UNDER THIS CONTRACT MAY BE AFFECTED BY A SUBSEQUENT HOLDER, SUCCESSOR, ASSIGN OR PERSON WHO LATER ACQUIRES THE CAMPGROUND. THIS STATEMENT IS ONLY SUMMARY IN NATURE. YOU SHOULD ASK YOUR ATTORNEY TO EXPLAIN IT TO YOU MORE FULLY;

(5) A statement in capital letters as follows:

NOTICE: PURCHASE A MEMBERSHIP CAMPING CONTRACT ONLY ON THE BASIS OF EXISTING FACILITIES. CONSTRUCTION OF PLANNED FACILITIES IS SOMETIMES DELAYED OR TERMINATED FOR A VARIETY OF REASONS;

(6) A brief description of the membership camping operator's ownership of, or right to use, the camping properties represented to be available for use by purchasers, together with the duration of any lease, license, franchise or reciprocal agreement entitling the membership camping operator to use the property and any material provisions of any agreements which restrict a purchaser's use of the property;

(7) A summary of, or notice that attached to this disclosure is a copy of the rules, restrictions or covenants regulating the purchaser's use of the membership camping operator's properties, including a statement of whether and how the rules, restrictions or covenants may be changed;

(8) A brief description of all payments of a purchaser under a membership camping contract, including initial fees and any further fees, charges or assessments, together with any provisions for changing the payments;

(9) A description of any restraints on the transfer of the membership camping contract by the purchaser;

(10) A brief description of the policies relating to the availability of camping sites and whether reservations are required;

(11) A brief description of any grounds for forfeiture of a purchaser's membership camping contract;

(12) A copy of the membership camping contract form; and

(13) A statement describing all material terms and conditions of any reciprocal program represented to be available to purchasers, including whether the purchaser's participation in the

reciprocal program is dependent upon the continued affiliation of the membership camping operator with the reciprocal program and whether the membership camping operator reserves the right to terminate that affiliation. [PL 1985, c. 390 (NEW).]

[PL 1985, c. 390 (NEW).]

2. Contract provisions. The contract shall include provisions stating the manner in which the rights of the purchaser may be affected if a subsequent holder, successor, assign or other person later acquires the campground through foreclosure, bankruptcy sale or other conveyance.

Any holder, successor, assign or person who acquires the campground through foreclosure or deed takes the campground subject to the condition that he may not materially diminish the purchaser's use of the campground as outlined in the contract between the purchaser and seller.

[PL 1985, c. 390 (NEW).]

3. Signature and date. A membership camping contract shall be dated and signed by the purchaser and the membership camping operator. The contract shall contain, in the immediate proximity of the space reserved for the signature of the purchaser, a conspicuous statement in a size equal to at least 10 point bold type as follows:

YOU, THE PURCHASER, MAY CANCEL THIS CONTRACT AT ANY TIME WITHIN 7 DAYS FOLLOWING THE DATE OF EXECUTION OF THE CONTRACT OR THE RECEIPT OF A DISCLOSURE STATEMENT FROM THE MEMBERSHIP CAMPING OPERATOR, WHICHEVER EVENT OCCURS LATER. TO CANCEL THE CONTRACT, HAND DELIVER OR MAIL A POSTAGE PREPAID WRITTEN CANCELLATION TO THE MEMBERSHIP CAMPING OPERATOR AT THE ADDRESS LISTED IN THE DISCLOSURE STATEMENT OR ON THIS CONTRACT. THE MEMBERSHIP CAMPING CONTRACT SHALL CONTAIN THE NAME AND ADDRESS OF THE MEMBERSHIP CAMPING OPERATOR.

[PL 1985, c. 390 (NEW).]

4. Cancellation of contract. Any purchaser or prospective purchaser of a membership camping contract may cancel a membership camping contract by delivering in hand or mailing a postage prepaid written notice to the membership camping operator of the purchaser's cancellation of the contract within 7 calendar days after the date any contract is executed or within 7 calendar days after the delivery of the current written disclosure statement required by subsection 1, whichever event is later.

[PL 1985, c. 390 (NEW).]

5. Membership camping operator's refund obligation. If the membership camping operator is given written notice of cancellation of the membership contract pursuant to subsection 4, he must deliver or mail postage prepaid to the purchaser within 20 days of the effective date of the written notice of cancellation the full amount of any payment or down payment made or consideration given under the membership camping contract.

[PL 1985, c. 390 (NEW).]

6. Wrongful retention; damages; burden of proof. The following provisions apply when a membership camping operator fails to perform his refund obligation under subsection 5:

A. If the membership camping operator fails to return the full amount of any payment or downpayment made or consideration given within the 20-day period as described in subsection 5, it shall be presumed that he is willfully and wrongfully retaining the payment, down payment or other consideration; [PL 1985, c. 390 (NEW).]

B. The willful retention of a payment, down payment or other consideration in violation of this subchapter shall render the membership camping operator liable for double the amount of that portion of the payment, downpayment or other consideration wrongfully withheld from the purchaser together with reasonable attorney's fees and court costs; and [PL 1985, c. 390 (NEW).]

C. In any court action brought by a purchaser under this section, the membership camping operator shall bear the burden of proving that his withholding of the payment, downpayment or other consideration or any portion of it was not wrongful. [PL 1985, c. 390 (NEW).]
[PL 1985, c. 390 (NEW).]

7. Membership camping operators located outside the State. This subchapter shall apply to offers or sale of membership camping contracts within this State, even if the membership camping operator or purchaser is located outside of this State.
[PL 1985, c. 390 (NEW).]

SECTION HISTORY

PL 1985, c. 390 (NEW).

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