

MAINE STATE LEGISLATURE

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SECOND REGULAR SESSION

ONE HUNDRED AND THIRTEENTH LEGISLATURE

Legislative Document

NO. 2359

H.P. 1720 House of Representatives, February 25, 1988

Approved for introduction by a majority of the
Legislative Council pursuant to Joint Rule 26.

Reference to the Committee on Energy and Natural
Resources suggested and ordered printed.

EDWIN H. PERT, Clerk

Presented by Representative PARADIS of Old Town.

Cosponsored by Representative MICHAUD of East
Millinocket, Senators EMERSON of Penobscot and LUDWIG of
Aroostook.

STATE OF MAINE

IN THE YEAR OF OUR LORD
NINETEEN HUNDRED AND EIGHTY-EIGHT

1 AN ACT Concerning Camp Lot Leases and Access to
2 Private Lands.
3

4 Be it enacted by the People of the State of Maine as
5 follows:

6 33 MRS A c. 37 is enacted to read:

7 CHAPTER 37

8 LEASEHOLDS

9 SUBCHAPTER I

1 6. Lot. "Lot" means a parcel of land, 2 acres or
2 less in size, which is used or occupied or is
3 developed, devoted, intended or permitted to be used
4 or occupied as a seasonal, recreational residence or a
5 full-time residence in an area normally associated
6 with seasonal recreational activities.

7 7. On-site improvements. "On-site improvements"
8 means all physical improvements placed on a
9 residential lot intended for occupancy, which
10 improvements are for the benefits of occupants of that
11 lot, including, but not limited to, dwelling units,
12 garages, service buildings, stairs, walkways,
13 driveways, walls, trees, shrubs, landscaping and pools.

14 §1802. Applicability

15 Except as otherwise expressly provided, this
16 chapter applies to all leases of lots existing and in
17 force on the effective date of this section and to all
18 leases of lots executed thereafter.

19 Notwithstanding any term, condition or provision
20 in any lease to the contrary, the lessee of a lot
21 shall have all of the rights enumerated in this
22 chapter.

23 §1803. Discrimination

24 No person may be denied the right to become a
25 lessee of a lot, because of the person's race,
26 religion, sex, ancestry or physical handicap.

27 §1804. Assignability of lease

28 1. Assignability. A lessee may not sublease or
29 subdivide a lot or part of any lot subject to this
30 chapter. A lessee may assign the lessee's lease at
31 any time without the approval or consent of the lessor
32 and the assignee shall have the same rights and
33 obligations under the lease as the original lessee,
34 provided that no such assignment may be effective to
35 transfer any interest in the lease unless the lessor
36 has received either a true executed copy or written
37 notice of the assignment, a reasonable service charge,

1 except in case of an assignment by way of mortgage or
2 assignment to or by the Federal Housing
3 Administration, Veterans Administration or the Federal
4 National Mortgage Association or a foreclosure of
5 mortgage or assignment in lieu of foreclosure; and the
6 written undertaking of the assignee to perform all
7 obligations of the lessee under the lease, which
8 undertaking may be incorporated in the assignment.

9 2. Consent; effect and assignment. No such
10 assignment may release the assignor from liability
11 under the lease unless the lessor consents in writing
12 to the assignment. A consent to the assignment shall
13 be deemed a consent to the release of the assignor
14 from liability under the lease. Upon consent of the
15 lessor, any rights of the assignor in the leasehold
16 are extinguished. The lessor shall not require
17 payment of any money for the lessor's consent except
18 the service charge, nor withhold consent
19 unreasonably. Any person acquiring the leasehold
20 estate in consideration of the extinguishment of a
21 debt secured by mortgage of the lease or through
22 foreclosure sale, judicial or otherwise, shall be
23 liable to perform the obligations imposed on the
24 lessee by the lease only during the period that person
25 has possession or ownership of the leasehold estate.

26 §1805. Rights to self-organization; remedies

27 Lessees in a development tract shall have the
28 right of self-organization and the right to form, join
29 or assist each other in forming associations for their
30 mutual benefit or to select representatives of their
31 choosing to engage in bargaining with their lessor or
32 to secure other mutual aid or protection as may be
33 necessary or desirable with respect to their
34 respective leasehold interests. No lessor or agent of
35 the lessor may interfere with, restrain or coerce any
36 lessee in the exercise of the rights granted by this
37 section or dominate or attempt to control the
38 formation of any such organization. Neither the
39 lessor nor the organization, or the duly authorized
40 representative of a majority of the lessees, may
41 refuse to bargain collectively in good faith with each
42 other. In the event of any such refusal or violation

1 of this section, either party may file a complaint
2 with the Attorney General or, if in the unorganized
3 territory, the Maine Land Use Regulation Commission,
4 and the appropriate authority, after due notice of
5 hearing and hearings, may issue such cease and desist
6 orders as necessary in the light of the evidence
7 adduced.

8 §1806. Forfeiture; notice

9 No forfeiture of the lessee's interest in a
10 leasehold may be declared by the lessor for the
11 lessee's failure to pay the rent or otherwise to
12 perform the lessee's obligations under the lease,
13 unless the lessor has given written notification to
14 the lessee of the default and has given the lessee at
15 least 30 days within which to correct the default.

16 §1807. Zoning changes

17 A lessor, fee owner or any legal or equitable
18 owner applying for a change in zoning or a permit for
19 development in any area shall notify all of the
20 lessor's, fee owner's or legal or equitable owner's
21 lessees within the land proposed to be rezoned of the
22 application and its contents at least 30 days before
23 filing the application before any public zoning
24 authority.

25 §1808. Access

26 A lessor shall allow access to a leased lot over
27 any private road or way under the control of the
28 lessor. This section does not limit the authority of
29 the lessor to regulate traffic on any such road or way
30 to permit the primary uses of the road or way.

31 SUBCHAPTER II

32 EXTENSION AND RENEGOTIATION OF LEASES

33 §1851. Extension of lease; fees

34 1. Extension. From time to time during the first
35 5 years of the term of any lease, the lessee shall

1 have the right to extend the lease term to 10 years,
2 commencing on the first day of the calendar month in
3 which the lessee gives written notice to the lessor,
4 subject to the following conditions.

5 A. At the time the right to extend the lease is
6 exercised, the unexpired term of the lease is less
7 than one year.

8 B. The lessee is not then in default in any
9 respect under the lease.

10 C. The notice is accompanied by payment of a
11 reasonable service charge.

12 This section applies only to leases executed
13 subsequent to the effective date of this section.

14 2. Lease rental fee. In every case of an
15 extension under this section, the annual lease rental
16 shall be determined by:

17 A. Mutual agreement of the lessor and the lessee;
18 or

19 B. Arbitration in accordance with Title 14,
20 chapter 706, if they fail to reach agreement at
21 least 90 days before the commencement of the
22 extension.

23 In no case may the charge exceed a 10% increase from
24 the immediately preceding year.

25 §1852. Lease renegotiations

26 1. Calculation of rent. When any agreement or
27 document for lease of a lot provides for the
28 renegotiation of the rental amount or other
29 compensation during the term of the lease and the
30 renegotiated rental amount or other compensation is
31 based, according to the terms of the lease, in whole
32 or in part upon the fair market value of the land, or
33 the value of the land as determined by its highest and
34 best use, or words of similar import, that value, for
35 the purposes of determining the amount of rental or

1 other compensation, shall be calculated upon the use
2 to which the land is restricted by the lease document.

3 2. Terms of renegotiation. All leases of
4 residential lots, existing on or entered into after
5 the effective date of this section, which provide for
6 reopening of the contract for renegotiation of lease
7 rent terms shall, in the case of leases after that
8 date, provide the following or, in case of leases
9 existing on that date, shall be construed in
10 conformity with the following.

11 A. Renegotiations shall not be scheduled more
12 frequently than once every 5 years, provided that
13 the first of the reopenings may not be scheduled
14 prior to the 4th year following the initial date
15 of the lease.

16 SUBCHAPTER III

17 TERMINATION OF LEASES

18 §1901. Sale of lot; first option to purchase

19 No fee owner of any lot under lease may sell the
20 leased fee interest to the lot to any 3rd party unless
21 the fee owner has first given a written 30-day notice
22 and the first option to purchase at fair market value
23 to the lessee.

24 §1902. Reversion of improvements

25 At the termination of any lease, or at the
26 expiration of the lease term, the lessee may, if not
27 then in default under the terms of the lease, remove
28 all on-site improvements on the lot which were
29 constructed at the cost of, or otherwise paid for by,
30 the lessee, without compensating the lessor for those
31 improvements.

32 1. Lease provision. The lease may contain a
33 provision which sets a limit on the extent of on-site
34 improvements for which the lessor may be required to
35 reimburse the lessee. If such a provision exists, it
36 is binding on the parties.

1 As used in this subchapter, unless the context
2 indicates otherwise, the following terms have the
3 following meanings.

4 1. Charge. "Charge" means the admission price or
5 fee asked in return for invitation or permission to
6 enter or go on the land.

7 2. House guest. "House guest" means any person
8 specifically invited by the owner or a member of the
9 owner's household, including playmates of the owner's
10 minor children, to visit at the owner's home whether
11 for dinner, or to a party, for conversation or any
12 other similar purposes, including recreation.

13 3. Land. "Land" means land, roads, water, water
14 courses, private ways and buildings, structures and
15 machinery or equipment when attached to realty, other
16 than lands owned by the government.

17 4. Owner. "Owner" means the possessor of a fee
18 interest, tenant, lessee, occupant or person in
19 control of the premises.

20 5. Recreational purpose. "Recreational purpose"
21 includes, but is not limited to, any of the following,
22 or any combination of the following: hunting,
23 fishing, swimming, boating, camping, picnicking,
24 hiking, pleasure driving, nature study, water skiing,
25 winter sports and viewing or enjoying historical,
26 archaeological, scenic or scientific sites.

27 §1953. Duty of care of owner limited

28 Except as specifically recognized by or provided
29 in section 1956, an owner of land owes no duty of care
30 to keep the premises safe for entry or use by others
31 for recreational purposes, or to give any warning of a
32 dangerous condition, use, structure or activity on the
33 premises to persons entering for those purposes.

34 §1954. Liability of owner limited

35 Except as specifically recognized by or provided

1 in section 1956, an owner of land who either directly
2 or indirectly invites or permits without charge any
3 person to use that property for recreational purpose
4 does not:

5 1. No assurance of safety. Extend any assurance
6 that the premises are safe for any purpose;

7 2. No status of invitee or licensee. Confer upon
8 that person the legal status of an invitee or
9 licensee to whom a duty of care is owed; or

10 3. No assumption of liability. Assume
11 responsibility for or incur liability for any
12 injury to the person or property caused by an act
13 of omission or commission of that person.

14 §1955. Exceptions to limitations

15 Nothing in this chapter limits in any way any
16 liability which otherwise exists:

17 1. Willful or malicious failure to warn. For
18 willful or malicious failure to guard or warn
19 against a dangerous condition, use or structure
20 which the owner knowingly creates or perpetuates
21 and for willful or malicious failure to guard or
22 warn against a dangerous activity which the owner
23 knowingly pursues or perpetuates;

24 2. Charge for use. For injury suffered in any
25 case where the owner of land charges the person or
26 persons who enter or go on the land for
27 recreational use, except that, in the case of land
28 leased to the State or a political subdivision of
29 the State, any consideration received by the owner
30 for the lease shall not be deemed a charge within
31 the meaning of this section; or

32 3. House guest. For injuries suffered by a house
33 guest while on the owner's premises, even though
34 the injuries were incurred by the house guest
35 while engaged in one or more recreational
36 activities.

1 §1956. Persons using land

2 Nothing in this chapter may be construed to:

3 1. Create a duty of care. Create a duty of care
4 of or ground for liability for injury to persons or
5 property; or

6 2. Exercise of care. Relieve any person using
7 the land of another for recreational purposes from
8 any obligation which the person may have in the
9 absence of this chapter to exercise care in the
10 person's use of that land and in the person's
11 activities on the land, or from the legal
12 consequences of failure to employ that care.

13 §1957. Rights

14 No person gains any rights to any land, by
15 prescription or otherwise, as a result of any usage of
16 that land for recreational purposes as provided in
17 this chapter.

18 STATEMENT OF FACT

19 There are a sizable number of residents and
20 nonresidents who have built and improved seasonal and
21 year-round homes on leased land in the State. A large
22 number of these leases have existed many years and, in
23 reliance on these leases, persons have expended
24 substantial sums of money and effort to improve their
25 homes and property. Many of these people have tried
26 unsuccessfully to obtain long-term leases or contracts
27 of sale from the landowners. This bill is designed to
28 help regulate the leasing of these lots with terms and
29 conditions that protect the rights of both the
30 landowner and tenant. The bill also enacts provisions
31 which encourage landowners and tenants to make land
32 available for recreational use by the public by
33 limiting their liability.

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