

MAINE STATE LEGISLATURE

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1 FIRST REGULAR SESSION
2

3 ONE HUNDRED AND TWELFTH LEGISLATURE
4

5 Legislative Document

No. 1094
6

7 H.P. 773

House of Representatives, March 21, 1985

8 Referred to the Committee on Business and Commerce. Sent up for
9 concurrence and ordered printed.

10 EDWIN H. PERT, Clerk

Presented by Representative Stevens of Bangor.

11 Cosponsored by Representative Hayden of Durham, Representative
Cashman of Old Town and Representative Martin of Van Buren.

12 STATE OF MAINE
13

14 IN THE YEAR OF OUR LORD
15 NINETEEN HUNDRED AND EIGHTY-FIVE
16

17 AN ACT to Regulate Membership Camping.
18

19 Be it enacted by the People of the State of Maine as
20 follows:

21 33 MRSA c. 10, sub-c. I-A is enacted to read:

22 SUBCHAPTER I-A

23 MEMBERSHIP CAMPING

24 §589. Definitions

25 As used in this subchapter, unless the context
26 indicates otherwise, the following terms have the
27 following meanings.

28 1. Camping site. "Camping site" means a space
29 designed and promoted for the purpose of locating a
30 trailer, tent, tent trailer, pickup camper or other
31 similar device used for camping.

1 2. Membership camping contract. "Membership
2 camping contract" means an agreement offered or sold
3 within the State evidencing a purchaser's right or
4 license to use for more than 7 days in a year the
5 camping or outdoor recreation facilities of a member-
6 ship camping operator and includes membership which
7 provides for this use.

8 3. Membership camping operator. "Membership
9 camping operator" means any person that has as one of
10 its purposes camping or outdoor recreation through
11 the use of camping sites and that solicits member-
12 ships paid for by installment or periodic payments,
13 such as annual dues, by which the purchasers of mem-
14 berships obtain the right to use camping or recrea-
15 tional facilities of the membership camping operator.
16 "Membership camping operator" does not include mobile
17 home parks as defined in Title 22, section 2491.

18 4. Person. "Person" means any individual, cor-
19 poration, partnership, trust, association or other
20 organization.

21 5. Purchaser. "Purchaser" means a person who
22 enters into a membership camping contract and thereby
23 obtains the right to use the camping or outdoor fa-
24 ilities of a membership camping operator.

25 §589-A. Requirements of membership camping

26 1. Specific disclosures. No membership camping
27 contract may be offered or sold by a membership camp-
28 ing operator unless, prior to the execution of the
29 membership camping contract, the purchaser is pro-
30 vided, at no cost to the purchaser, with a written
31 statement containing the following information, all
32 of which shall be current to a point not more than 60
33 days prior to the date of delivery to the purchaser.

34 A. The front cover or first page shall contain
35 only:

36 (1) The name and principal address of the
37 membership camping operator and any affili-
38 ated membership camping operators; and

39 The following statement in conspicuous type.

1 (a) THIS DOCUMENT CONTAINS IMPORTANT
2 MATTERS TO BE CONSIDERED IN PURCHASING
3 A MEMBERSHIP CAMPING CONTRACT. STATE
4 LAW REQUIRES THAT THESE DISCLOSURES BE
5 MADE BUT NO STATE AGENCY OR OFFICIAL
6 HAS REVIEWED THE INFORMATION CONTAINED
7 IN THIS BOOKLET.

8 (b) YOU MAY CANCEL THIS AGREEMENT
9 WITHIN 15 DAYS FOLLOWING THE DATE OF
10 EXECUTION OF THE CONTRACT OR WITHIN 15
11 DAYS OF THE RECEIPT OF THIS STATEMENT,
12 WHICHEVER EVENT OCCURS LATER.

13 (c) THE STATEMENT CONTAINED INSIDE ARE
14 ONLY SUMMARY IN NATURE. IF YOU ARE
15 THINKING OF PURCHASING A MEMBERSHIP
16 CAMPING CONTRACT, YOU SHOULD TALK TO
17 YOUR ATTORNEY AND LOOK AT ALL OTHER MA-
18 TERIALS AND EXHIBITS MAINTAINED BY THE
19 MEMBERSHIP CAMPING OPERATOR.

20 (d) YOU SHOULD ASK YOUR ATTORNEY AND
21 THE DEVELOPERS TO TELL YOU WHAT WILL
22 HAPPEN TO YOUR MEMBERSHIP AND INVEST-
23 MENT IF THE MEMBERSHIP CAMPING OPERATOR
24 IS DECLARED BANKRUPT. YOU SHOULD OB-
25 TAIN THE ANSWER TO THIS QUESTION IN
26 WRITING FROM THE MEMBERSHIP CAMPING OP-
27 ERATOR.

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

30 (1) A brief description of the membership
31 camping operator's experience and the mem-
32 bership camping business, including the num-
33 ber of years the operator has been in the
34 membership camping business;

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

39 (3) The location of each of the membership
40 camping operator's parks and a brief de-

1 scription for each park of the significant
2 facilities then available for use by pur-
3 chasers and those which are represented to
4 purchasers as being planned, together with a
5 brief description of any significant facili-
6 ties that are or will be available to
7 nonpurchases or nonmembers. Significant fa-
8 cilities shall include, but are not limited
9 to, each of the following: The number of
10 camping sites in each park, the number of
11 camp sites in each park with full or partial
12 hookups, swimming pools, tennis courts,
13 recreation buildings, restrooms and showers,
14 laundry rooms, trading posts and grocery
15 stores. Partial hookups means those hookups
16 with at least one of the following connec-
17 tions, electricity, water and sewage connec-
18 tions.

19 (4) A statement in capital letters as fol-
20 lows:

21 NOTICE: PURCHASE A MEMBERSHIP CAMPING CON-
22 TRACT ONLY ON THE BASIS OF EXISTING FACILI-
23 TIES. CONSTRUCTION OF PLANNED FACILITIES IS
24 SOMETIMES DELAYED OR TERMINATED FOR A VARIE-
25 TY OF REASONS.

26 (5) A brief description of the membership
27 camping operator's ownership of, or right to
28 use, the camping properties represented to
29 be available for use by purchasers, together
30 with the duration of any lease, license,
31 franchise or reciprocal agreement entitling
32 the membership camping operator to use the
33 property and any material provisions of any
34 agreements which restrict a purchaser's use
35 of the property;

36 (6) A summary or copy of the rules, re-
37 strictions or covenants regulating the
38 purchaser's use of the membership camping
39 operator's properties, including a statement
40 of whether and how the rules, restrictions
41 or covenants may be changed;

- 1 (7) A brief description of all payments of
2 a purchaser under a membership camping con-
3 tract, including initial fees and any fur-
4 ther fees, charges or assessments, together
5 with any provisions for changing the pay-
6 ments;
- 7 (8) A description of any restraints on the
8 transfer of the membership camping contract
9 by the purchaser;
- 10 (9) A brief description of the policies re-
11 lating to the availability of camping sites
12 and whether reservations are required;
- 13 (10) A brief description of any grounds for
14 forfeiture of a purchaser's membership camp-
15 ing contract;
- 16 (11) A copy of the membership camping con-
17 tract form; and
- 18 (12) The names and last known addresses of
19 5 persons who have purchased a similar mem-
20 bership camping contract from the membership
21 company operator.

22 2. Signature and date. A membership camping
23 contract shall be dated and signed by the purchaser
24 and the membership camping operator. The contract
25 shall contain in the immediate proximity of the space
26 reserved for the signature of the purchaser, a con-
27 spicuous statement in a size equal to at least 10.
28 bold type as follows:

29 YOU, THE PURCHASER, MAY CANCEL THIS CONTRACT
30 AT ANY TIME WITHIN 15 DAYS FOLLOWING THE
31 DATE OF EXECUTION OF THE CONTRACT OR THE RE-
32 CEIPT OF A DISCLOSURE STATEMENT FROM THE
33 MEMBERSHIP CAMPING OPERATOR WHICHEVER EVENT
34 OCCURS LATER. TO CANCEL THE CONTRACT, DE-
35 LIVER OR MAIL A POSTAGE PREPAID WRITTEN NO-
36 TICE OF YOUR INTENTION TO CANCEL TO THE MEM-
37 BERSHIP CAMPING OPERATOR AT THE ADDRESS
38 LISTED IN THE DISCLOSURE STATEMENT OR ON
39 THIS CONTRACT. THE MEMBERSHIP CAMPING CON-
40 TRACT SHALL CONTAIN THE NAME AND ADDRESS OF
41 THE MEMBERSHIP CAMPING OPERATOR.

