

# MAINE STATE LEGISLATURE

The following document is provided by the  
**LAW AND LEGISLATIVE DIGITAL LIBRARY**  
at the Maine State Law and Legislative Reference Library  
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied  
(searchable text may contain some errors and/or omissions)

**LAWS**  
OF THE  
**STATE OF MAINE**

AS PASSED BY THE

ONE HUNDRED AND TWELFTH LEGISLATURE

**FIRST REGULAR SESSION**

December 5, 1984 to June 20, 1985  
Chapters 384-End

AND AT THE

**FIRST SPECIAL SESSION**

November 13, 1985

PUBLISHED BY THE DIRECTOR OF REVISOR OF STATUTES IN  
ACCORDANCE WITH MAINE REVISED STATUTES ANNOTATED,  
TITLE 3, SECTION 163-A, SUBSECTION 4.

---

J.S. McCarthy Co., Inc.  
Augusta, Maine  
1985

---

---

**PUBLIC LAWS**  
OF THE  
**STATE OF MAINE**  
AS PASSED AT THE  
FIRST REGULAR SESSION  
CONTINUED  
and  
FIRST SPECIAL SESSION  
of the  
ONE HUNDRED AND TWELFTH LEGISLATURE  
1985

---

---

account to be expended for the same purposes in the following fiscal years.

Effective September 19, 1985.

---

---

## CHAPTER 390

H.P. 773 - L.D. 1094

AN ACT to Regulate Membership Camping.

Emergency preamble. Whereas, Acts of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, sales of membership camping contracts have recently grown tremendously and are anticipated to expand even further with the addition of at least one new membership camping operator for this coming "summer season"; and

Whereas, currently there is no regulation to protect consumers against the tremendous risk of abuse associated with the sales' practices used by this industry which are similar to those used in the sale of condominiums and time-share units; and

Whereas, without the benefit of this legislation for the coming "summer season" many consumers may become victims of the high pressure sales' tactics and misrepresentations used by some elements of the membership camping industry; and

Whereas, in the judgment of the Legislature, these facts create an emergency with the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

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

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

### SUBCHAPTER I-A

### MEMBERSHIP CAMPING

#### §589. Definitions

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

1. Blanket encumbrance. "Blanket encumbrance" means any mortgage, deed of trust, option to purchase, vendor's lien or interest under a contract or agreement of sale or other material financing lien or encumbrance granted by the membership camping operator which secures or evidences the obligation to pay money or to sell or convey any campgrounds located in this State which are made available to purchasers by the membership camping operator, or any portion thereof, and which authorizes, permits or requires the foreclosure or other disposition of the campground affected.

2. Campground. "Campground" means real property owned or operated by a membership camping operator which is available for camping by purchasers of membership camping contracts:

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

4. Membership camping contract. "Membership camping contract" means an agreement offered or sold within the State evidencing a purchaser's right or license to use the camping or outdoor recreation facilities of a membership camping operator in each of 3 or more years, including renewal options.

5. Membership camping contract broker. "Membership camping contract broker" means a person who resells a membership camping contract to a new purchaser on behalf of the prior purchaser. "Membership camping contract broker" does not include a membership camping operator or his agent.

6. Membership camping operator. "Membership camping operator" means any person who offers camping or outdoor recreational opportunities through the use of camping sites and who solicits membership camping contracts paid for in cash, by installment or periodic payments, including annual fees, by which the purchasers of memberships obtain the right to use camping sites or other camping or recreational facilities of the membership camping operator. "Membership camping operator" does not include mobile home parks as defined in Title 22, section 2491.

7. Person. "Person" means any individual, corporation, partnership, trust, association or other organization.

8. Purchaser. "Purchaser" means a person who enters into a membership camping contract and obtains the right to use the facilities of a membership camping operator.

9. Reciprocal program. "Reciprocal program" means any arrangement allowing purchasers to use camping sites, facilities or other properties owned or operated by any person other than the membership camping operator with whom the purchaser has entered into a membership camping contract.

10. Sale or sell. "Sale" or "sell" means entering into, or other disposition, of a membership camping contract for value, but the term of value does not include a fee to offset the reasonable costs of transfer of a membership camping contract.

11. Seller. "Seller" means a membership camping operator.

§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 CAMP-GROUND CONTRACT, YOU SHOULD REVIEW ALL REFER-ENCES MADE IN THIS BOOKLET, EXHIBITS, CON-TRACT DOCUMENTS AND SALES MATERIALS. THE MEMBERSHIP CAMPING OPERATOR IS PROHIBITED FROM MAKING ANY REPRESENTATIONS WHICH CON-FLICT 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 CON-TRACT, YOU HAVE THE UNQUALIFIED RIGHT TO CAN-CEL THAT CONTRACT. THIS RIGHT OF CANCELLA-TION 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 STATE-MENT, WHICHEVER OCCURS LATER. TO CANCEL THE MEMBERSHIP CAMPING CONTRACT, YOU MUST HAND DELIVER OR MAIL, POSTAGE PREPAID, WRITTEN NO-TICE OF YOUR INTENTION TO CANCEL TO THE MEM-BERSHIP CAMPING OPERATOR AT HIS PRINCIPAL BUSINESS ADDRESS LISTED IN THE MEMBERSHIP CAMPING CONTRACT. THE MEMBERSHIP CAMPING OP-ERATOR 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 CAN-CELLATION OF THE CONTRACT.

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

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

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.

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.

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.

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.

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;

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

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.

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.

§589-B. Membership camping contract brokers; fees; escrow accounts; disclosures to new purchaser; notice of cancellation to purchaser

1. Fees; escrow accounts. A membership camping contract broker shall not receive any fee, including a listing fee, for selling a membership camping contract until a sale is completed. A fee may be paid into an escrow account at the time a purchaser is obtained.

2. Disclosures to new purchaser. The broker shall inform the new purchaser in writing of the following:

A. The risks of purchasing a membership camping contract without visiting at least one of the membership camping operator's parks;

B. That the membership camping operator may have a valid reason for not transferring the contract

to the new purchaser, such as the new purchaser may be in default in payments on contract or annual dues or that the new purchaser does not meet the same credit standards applied to other new purchasers;

C. That there may have been changes in the rules concerning the rights and obligations of the membership camping operator or its members, including changes with respect to annual dues, fees or assessments or that some camping properties or facilities may have been withdrawn; and

D. Any material changes or risks to the purchaser known to the broker.

3. Notice of right to cancel contract. Every broker shall provide in writing the following notice of right to cancel the contract to the new purchaser in not less than 10 point type:

YOU MAY CANCEL YOUR CONTRACT OF PURCHASE, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 7 BUSINESS DAYS FROM THE ABOVE DATE OF PURCHASE BY HAND DELIVERING OR MAILING A POSTAGE PREPAID NOTICE OF CANCELLATION TO:

---

(Name and address of broker)

4. Broker's refund obligation. If the broker is given written notice of cancellation of the contract of purchase pursuant to subsection 3, the broker 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 contract of purchase.

5. Wrongful retention; damages; burden of proof. The following provisions apply when a membership camping broker fails to perform his refund obligation under subsection 4.

A. If the broker fails to return the full amount of any payment or down payment made or consideration given within the 20-day period as described in subsection 4, it shall be presumed that the broker is willfully and wrongfully retaining the payment, down payment or other consideration.

B. The willful retention of a payment, down payment or other consideration in violation of this subchapter shall render the broker liable for dou-

ble the amount of that portion of the payment, down payment or other consideration wrongfully withheld from the purchaser, together with reasonable attorney's fees and court costs.

C. In any court action brought by a purchaser under this section, the broker shall bear the burden of proving that his withholding of the payment, down payment or other consideration, or any portion of it, was not wrongful.

§589-C. Violation

1. Any violation of this chapter is a violation of Title 5, chapter 10.

2. Any intentional violation of this subchapter is a Class E crime.

3. Any violation of this subchapter constitutes a civil violation for which a forfeiture not to exceed \$100 may be adjudged in the case of a first violation and a forfeiture not to exceed \$500 may be adjudged in the case of 2nd and subsequent violations.

Emergency clause. In view of the emergency cited in the preamble, this Act shall take effect when approved.

Effective June 21, 1985.

---

---

## CHAPTER 391

H.P. 212 - L.D. 246

AN ACT to Prevent Discrimination  
Against Retired Maine Residents who  
have Previously been Members  
of the Maine State Retirement System.

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

Sec. 1. 5 MRSA §285, sub-§1, ¶G, as enacted by PL 1983, c. 692, §1, is amended to read:

G. Subject to subsection 1-A, employees in any of the categories denominated in paragraphs A to F who: