§ 66-238. Membership camping operator's disclosure statement.

(a) Every membership camping operator, salesperson, or other person who is in the business of offering for sale or transfer the rights under existing membership camping contracts for a fee shall disclose the following information to a purchaser before the purchaser signs a contract or gives any money or thing of value for the purchase of a contract. The disclosures shall be delivered to the purchaser prior to the time the contract is signed and must be presented in a clear, legible format prescribed by the Secretary of State.

(b) The disclosures shall consist of the following:

(1) A cover page containing only the following in the order stated:

a. The words "MEMBERSHIP CAMPING OPERATOR'S DISCLOSURE STATEMENT": printed in boldface type of a minimum size of 10 points, followed by;

b. The name and principal business address of the membership camping operator, followed by;

c. A statement that the membership camping operator is in the business of offering for sale membership camping contracts, followed by;

d. The following, printed in boldface type of a minimum size of 10 points: IMPORTANT! READ THIS DISCLOSURE STATEMENT BEFORE YOU SIGN ANYTHING. THE LAW REQUIRES THAT YOU GET A COPY OF THIS DISCLOSURE STATEMENT BEFORE YOU SIGN. IF YOUR SALESPERSON TELLS YOU ANYTHING DIFFERENT FROM WHAT IS WRITTEN, THEN DO NOT SIGN. DO NOT BUY THIS MEMBERSHIP ASSUMING THAT YOU WILL BE ABLE TO RESELL IT, followed by;

e. The following language, printed in boldface type of a minimum size of 10 points:
YOU HAVE A 3-DAY RIGHT TO CANCEL A CAMPING MEMBERSHIP CONTRACT. THIS RIGHT OF CANCELLATION CANNOT BE WAIVED. YOUR RIGHT TO CANCEL ENDS AT MIDNIGHT ON THE 3RD BUSINESS DAY FOLLOWING THE DATE ON WHICH THE CONTRACT WAS SIGNED. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS, CONTACT THE NORTH CAROLINA ATTORNEY GENERAL'S OFFICE.

(2) The following pages of the disclosure statement shall contain all of the following:

a. The name of the operator and the address of the operator's principal place of business in North Carolina, or if the operator has no place of business in North Carolina, the operator's principal place of business;

b. A brief description of the nature of the purchaser's right or license to use the campground and the facilities which are to be available for use by purchasers;

c. A brief description of the membership camping operator's experience in the membership camping business, including the length of time such operator has been in the membership camping business;

d. The location of each of the campgrounds which is to be available for use by purchasers, excluding campgrounds which will be available to a purchaser only if he is a member in good standing of a reciprocal program; and a description of the facilities at each campground then available for use by purchasers and those which are represented to

purchasers as being planned, together with a brief description of any facilities that are or will be available to nonpurchasers or nonmembers;

e. As to all memberships offered by the membership camping operator at each campground:
   1. The form of membership offered;
   2. The types of duration of membership along with a summary of the major privileges, restrictions, and limitations applicable to each type;
   3. Provisions, if any, that have been made for public utilities at each campsite including water, electricity, telephone, and sewage facilities; and
   4. The maximum number of current memberships to be sold per site at that campground.

f. Any initial, additional, or special fee due from the purchaser together with a description of the purpose and method of calculating the fee;

g. A general description of any financing offered or available through the membership camping operator;

h. Any schedule of fees or charges that purchasers are or may be required to pay for use of the campground or any facilities or reciprocal program;

i. The extent to which financial arrangements, if any, have been provided for the completion of facilities, together with a statement of the membership camping operator's obligation to complete planned facilities. The statement shall include a description of any restrictions or limitations on the membership camping operator's obligation to begin or to complete the facilities;

j. Any services which the membership camping operator currently provides or expenses he pays which are expected to become the responsibility of the purchasers, including the projected liability which each such service or expense may impose on each purchaser;

k. A summary or copy, whether by way of supplement or otherwise, of the rules, restrictions, or covenants regulating the purchaser's use of the campground and the facilities which are to be available for use by the purchasers, including a statement of whether and how the rules, restrictions, or covenants may be changed;

l. A description of any restraints on the transfer of the membership camping contract;

m. A statement of the policies covering the availability of campsites, the availability of reservations, and the conditions under which they are made;

n. A statement of any grounds for forfeiture of a purchaser's membership camping contract;

o. A statement describing the material terms and conditions of any reciprocal program to be available to the purchaser including a statement concerning whether the purchaser's participation in any reciprocal program is dependent upon the continued affiliation of the membership camping operator with that reciprocal program and

whether the membership camping operator reserves the right to terminate such affiliation.

(3) The membership camping operator shall promptly amend his membership camping operator's disclosure statement to reflect any material change in the campground or its facilities. He shall also file within 30 days any such amendments with the Secretary of State. Each disclosure statement provided to a prospective purchaser must contain the most recent date when the statement was revised. (1991 (Reg. Sess., 1992), c. 1009, s. 4.)