§ 66-240. Cancellation.

In addition to any other right to revoke an offer or cancel a sale or contract, the purchaser has the right to cancel a membership camping contract sale until midnight of the third business day after the purchaser signs the contract.

(1) The membership camping operator must furnish the purchaser, at the time the purchaser signs the membership camping contract or otherwise agrees to buy services from the membership camping operator, a completed form in duplicate, captioned "NOTICE OF CANCELLATION" which shall contain in 10 point boldface type the following information and statements in the same language, e.g., Spanish, as that used in the contract:

"NOTICE OF CANCELLATION

(Enter date of transaction)_____
(date)

You, the purchaser, may cancel this transaction, without any penalty or obligation, within three business days from the date above. Business days are all days other than Sundays and legal holidays. You must cancel in writing. If given by mail, notice of cancellation is given when it is deposited in the United States mail properly addressed and postage prepaid.

If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 30 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to

_____
(Name of membership camping operator)

at _____
(Membership camping operator's mailing and physical address)

not later than midnight of

_____
(date)

I hereby cancel this transaction.

_____
(date)

_____
(Purchaser's signature)"

(2) The membership camping operator shall, before furnishing copies of the "Notice of Cancellation" to the purchaser, complete both copies by entering the name of the membership camping operator, the address of the membership camping operator's place of business, the date of the transaction, and the date, not earlier than the third business day following the day of the transaction, by which the purchaser may give notice of cancellation.

(3) The membership camping operator shall orally inform each purchaser, at the time he signs a contract or purchases the services, of his three-day right to cancel; provided, that no oral notice is required in any case in which the membership camping operator does not solicit the purchaser's business in

person and the purchaser signs the contract outside the presence of the membership camping operator and returns the signed contract to the membership camping operator by mail.

(4) Cancellation occurs when the purchaser gives written notice of cancellation to the membership camping operator at the address stated in the contract or in the notice of cancellation.

(5) Notice of cancellation, if given by mail, is given when it is deposited in the United States mail properly addressed and postage prepaid.

(6) Notice of cancellation by the purchaser is sufficient if it indicates by any form of written expression the intention of the purchaser not to be bound by the contract.

(7) Upon cancellation, the membership camping operator shall refund to the purchaser all payments made pursuant to the canceled membership camping contract and any notes or security instruments. The refund shall be made within 30 days and where payment has been made by credit card, may be made by an appropriate credit to the purchaser's account.

(8) Failure of the membership camping operator to honor a purchaser's cancellation is a violation of this Article. (1991 (Reg. Sess., 1992), c. 1009, s. 4.)