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HOUSE BILL NO. 2085

Offered January 9, 2013

Prefiled January 9, 2013

A BILL to amend and reenact §§ 15.2-963, 57-48, 57-55.2, 57-55.3, 59.1-298, 59.1-326, and 59.1-328 of the Code of Virginia, and to repeal §§ 3.2-113, 3.2-114, and 3.2-115 of the Code of Virginia, relating to the Division of Consumer Counsel of the Department of Law.

Patron—Fariss

Referred to Committee on General Laws

Be it enacted by the General Assembly of Virginia:

1. That §§ 15.2-963, 57-48, 57-55.2, 57-55.3, 59.1-298, 59.1-326, and 59.1-328 of the Code of Virginia are amended and reenacted as follows:

§ 15.2-963. Local offices of consumer affairs; establishment; powers and duties.

Any county or city may, by ordinance, establish a local office of consumer affairs ~~which~~ that shall have only such powers as may be necessary to perform the following duties:

1. To serve as a central coordinating agency and clearinghouse for receiving and investigating complaints of illegal, fraudulent, deceptive, or dangerous practices occurring in such county or city, and referring such complaints to the local departments or agencies charged with enforcement of consumer laws. The processing of complaints involving statutes or regulations administered by state agencies shall be coordinated, where applicable, with the ~~Department of Agriculture and Consumer Services Division of Consumer Counsel of the Department of Law;~~

2. To attempt to resolve complaints received pursuant to subdivision 1 ~~hereof~~ by means of voluntary mediation or arbitration ~~which~~ that may involve the creation of written agreements to resolve individual complaints between complainants and respondents to complaints;

3. To develop programs of community consumer education and information; and

4. To maintain records of consumer complaints and their eventual disposition, provided that records disclosing ~~that~~ the business interests of any person, trade secrets, or the names of customers shall be held confidential except to the extent that disclosures of such matters may be necessary for the enforcement of laws. A copy of all periodic reports compiled by any local office of consumer affairs shall be filed with the ~~Department of Agriculture and Consumer Services Division of Consumer Counsel of the Department of Law.~~

§ 57-48. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Board" means the Board of Agriculture and Consumer Services.

"Charitable organization" means any person ~~which~~ that is or holds itself out to be organized or operated for any charitable purpose, or any person ~~which~~ that solicits or obtains contributions solicited from the public. ~~This definition shall "Charitable organization" does not be deemed to include~~ (i) any church or convention or association of churches, primarily operated for nonsecular purposes and no part of the net income of which inures to the direct benefit of any individual; (ii) any political party as defined in § 24.2-101 or any political campaign committee or political action committee or other political committee required by state or federal law to file a report or statement of contributions and expenditures; or (iii) any authorized individual who solicits, by authority of such organization, solely on behalf of a registered or exempt charitable organization or on behalf of an organization excluded from the definition of charitable organization.

"Charitable purpose" means any charitable, benevolent, humane, philanthropic, patriotic, or eleemosynary purpose and the purposes of influencing legislation or influencing the actions of any public official or instigating, prosecuting, or intervening in litigation.

"Charitable sales promotion" means advertised sales that feature the names of both the commercial co-venturer and the charitable or civic organization and ~~which~~ that state that the purchase or use of the goods, services, entertainment, or any other thing of value that the commercial co-venturer normally sells, will benefit the charitable or civic organization or its purposes. To qualify as a charitable sales promotion, the consumer must pay the same price for the thing of value as the commercial co-venturer usually charges without the charitable sales promotion and the consumer retains the thing of value.

"Civic organization" means any local service club, ~~veterans'~~ veterans post, fraternal society or association, volunteer fire or rescue ~~groups~~ group, or local civic league or association of 10 or more persons not organized for profit but operated exclusively for educational or charitable purposes as defined ~~herein~~ in this section, including the promotion of community welfare, and the net earnings of

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59 which are devoted exclusively to charitable, educational, recreational, or social welfare purposes.

60 "Commercial co-venturer" means any person who (i) is organized for profit, (ii) is regularly and
61 primarily engaged in trade or commerce, other than in connection with soliciting for charitable or civic
62 organizations or charitable purposes, and (iii) conducts an advertised charitable sales promotion for a
63 specified limited period of time.

64 "Commissioner" means the Commissioner of Agriculture and Consumer Services; or a member of his
65 staff to whom he may delegate his duties under this chapter.

66 "Contribution" means any gift, bequest, devise, or other grant of any money, credit, financial
67 assistance, or property of any kind or value, including the promise to contribute, except payments by the
68 membership of an organization for membership fees, dues, fines, or assessments, or for services rendered
69 to individual members, and except money, credit, financial assistance, or property received from any
70 governmental authority. ~~The term "contribution" shall~~ "Contribution" does not include any donation of
71 blood or any gift made pursuant to Article 2 (§ 32.1-289.2 et seq.) of Chapter 8 of Title 32.1.

72 "Department" means the Department of Agriculture and Consumer Services.

73 "Federated fund-raising organization" means any federation of independent charitable organizations
74 ~~which~~ that have voluntarily joined together, including but not limited to a United Fund or Community
75 Chest, for purposes of raising and distributing money for and among themselves and where membership
76 does not confer operating authority and control of the individual agencies upon the federated group
77 organization.

78 "File with the Commissioner" means depositing the originals of the documents required to be filed,
79 along with the payment of the appropriate fee and all supporting documents with the ~~Office of~~
80 ~~Consumer Affairs, Department~~ or submitting the required documents and any appropriate attachments
81 and fees by utilizing an online filing system approved by the Commissioner.

82 "Fund-raising expenses" means the expenses of all activities that constitute or are an integral and
83 inseparable part of a solicitation.

84 "Membership" means those persons to whom, for payment of fees, dues, assessments, etc., an
85 organization provides services and confers a bona fide right, privilege, professional standing, honor, or
86 other direct benefit, in addition to the right to vote, elect officers, or hold offices. ~~The term~~
87 ~~"membership" shall~~ "Membership" does not include those persons who are granted a membership upon
88 making a contribution as the result of solicitation.

89 "Parent organization" means that part of a charitable organization ~~which~~ that coordinates, supervises,
90 or exercises control over policy, fund raising, and expenditures; or assists or advises one or more
91 chapters, branches, or affiliates.

92 "Person" means any individual, organization, trust, foundation, association, partnership, corporation,
93 society, or other group or combination acting as a unit.

94 "Professional fund-raising counsel" means any person who for a flat fixed fee under a written
95 agreement plans, conducts, manages, carries on, advises, or acts as a consultant, whether directly or
96 indirectly, in connection with soliciting contributions for, or on behalf of, any charitable or civic
97 organization, but who actually solicits no contributions as a part of such services. A bona fide salaried
98 officer or employee of a registered or exempt charitable organization or the bona fide salaried officer or
99 employee of a registered parent organization shall not be deemed to be a professional fund-raising
100 counsel.

101 "Professional solicitor" means any person who, for a financial or other consideration, solicits
102 contributions for, or on behalf of, a charitable or civic organization, whether such solicitation is
103 performed personally or through his agents, servants, or employees or through agents, servants, or
104 employees ~~who are~~ specially employed by; or for a charitable or civic organization, ~~who and~~ are
105 engaged in the solicitation of contributions under the direction of such person; or any person who, for a
106 financial or other consideration, plans, conducts, manages, carries on, advises, or acts as a consultant to
107 a charitable or civic organization in connection with the solicitation of contributions but does not qualify
108 as a professional fund-raising counsel. A bona fide salaried officer or employee of a registered or
109 exempt charitable organization or a bona fide salaried officer or employee of a registered parent
110 organization shall not be deemed to be a professional solicitor.

111 "Sale," "sell," and "sold" mean the transfer of any property or the rendition of any service to any
112 person in exchange for consideration, including any purported contribution without which such property
113 would not have been transferred or such services would not have been rendered.

114 "Solicit" and "solicitation" mean the request or appeal, directly or indirectly, for any contribution on
115 the plea or representation that such contribution will be used for a charitable purpose, including, without
116 limitation, the following methods of requesting such contribution:

117 1. Any oral or written request;

118 2. Any announcement to the press, over the radio or television, or by telephone or telegraph
119 concerning an appeal or campaign to which the public is requested to make a contribution for any
120 charitable purpose connected therewith;

3. The distribution, circulation, posting, or publishing of any handbill, written advertisement, or other publication ~~which~~ *that* directly or by implication seeks to obtain public support; or

4. The sale of, offer, or attempt to sell, any advertisement, advertising space, subscription, ticket, or any service or tangible item in connection with which any appeal is made for any charitable purpose or where the name of any charitable or civic organization is used or referred to in any such appeal as an inducement or reason for making any such sale, or when or where in connection with any such sale, any statement is made that the whole or any part of the proceeds from any such sale will be donated to any charitable purpose.

"Solicitation," as defined ~~herein~~ *in this section*, shall be deemed to occur when the request is made, at the place the request is received, whether or not the person making the same actually receives any contribution.

"Terrorists and terrorist organizations" means any person, organization, group, or conspiracy who assists or has assisted terrorist organizations, as provided in 18 U.S.C. § ~~2339 B~~ *2339B*, or who commits or attempts to commit acts of terrorism, as defined in § 18.2-46.4.

§ 57-55.2. Charitable solicitation disclosure.

Every professional solicitor who solicits contributions from a prospective contributor in ~~this the~~ Commonwealth: (i) shall identify himself and his employer; (ii) shall disclose that he is a paid solicitor; and (iii) shall further disclose, in writing, the fact that a financial statement for the last fiscal year is available from the ~~State Office of Consumer Affairs~~ *Department of Agriculture and Consumer Services*.

§ 57-55.3. Disclosure regarding financial statement required.

Every charitable organization, required to be registered pursuant to § 57-49; and every professional solicitor, required to be registered pursuant to § 57-61; soliciting contributions from prospective contributors, shall disclose to the potential donor contemporaneously at the point of a written request or on a written receipt for donations made in response to an oral request that a financial statement is available from the ~~State Office of Consumer Affairs~~ *in the Department of Agriculture and Consumer Services* upon request.

§ 59.1-298. Notice to buyer.

A copy of the executed health spa contract shall be delivered to the buyer at the time the contract is executed. All health spa contracts shall (i) be in writing, (ii) be signed by the buyer, (iii) designate the date on which the buyer actually signed the contract, (iv) state the starting and expiration dates of the initial membership period, (v) separately identify any initiation fee, (vi) either in the contract itself or in a separate notice provided to the buyer at the time the contract is executed, notify each buyer that the buyer should attempt to resolve with the health spa any complaint the buyer has with the health spa, and that the Virginia Department of Agriculture and Consumer Services, ~~Office of Consumer Affairs~~ regulates health spas in the Commonwealth pursuant to the provisions of the Virginia Health Spa Act, and (vii) contain the provisions set forth in § 59.1-297 under a conspicuous caption: "BUYER'S RIGHT TO CANCEL" that shall read substantially as follows:

If you wish to cancel this contract, you may cancel by making or delivering written notice to this health spa. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to (Health spa shall insert its name and mailing address.)

If canceled within three business days, you will be entitled to a refund of all moneys paid. You may also cancel this contract if this spa goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the facility designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health spa services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the health spa services by a doctor's, physician assistant's, or nurse practitioner's certificate, and the health spa may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician assistant, or nurse practitioner agreeable to you and the health spa. If you cancel after the three business days, the health spa may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation.

§ 59.1-326. 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 deliver to his purchaser a current membership camping operator's disclosure statement before execution by the purchaser of the membership camping contract and no later than the date shown on such contract.

B. The membership camping operator's disclosure statement shall consist of the following *items in the order as presented*:

1. A cover page stating:

182 a. The words "Membership Camping Operator's Disclosure Statement" printed in boldfaced type of a
183 minimum size of ~~ten~~ 10 points; followed by;

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

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

187 d. The following; ~~in statement~~ printed in boldfaced type of a minimum size of ~~ten~~ 10 points:

188 THIS DISCLOSURE STATEMENT CONTAINS IMPORTANT MATTERS TO BE CONSIDERED
189 IN THE EXECUTION OF A MEMBERSHIP CAMPING CONTRACT. THE MEMBERSHIP
190 CAMPING OPERATOR IS REQUIRED BY LAW TO DELIVER TO YOU A COPY OF THIS
191 DISCLOSURE STATEMENT BEFORE YOU EXECUTE A MEMBERSHIP CAMPING CONTRACT.
192 THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. YOU AS A
193 PROSPECTIVE PURCHASER SHOULD REVIEW ALL REFERENCES, EXHIBITS, CONTRACT
194 DOCUMENTS, AND SALES MATERIALS. YOU SHOULD NOT RELY UPON ANY ORAL
195 REPRESENTATIONS AS BEING CORRECT. REFER TO THIS DOCUMENT AND TO THE
196 ACCOMPANYING EXHIBITS FOR CORRECT REPRESENTATIONS. THE MEMBERSHIP
197 CAMPING OPERATOR IS PROHIBITED FROM MAKING ANY REPRESENTATIONS WHICH
198 CONFLICT WITH THOSE CONTAINED IN THE CONTRACT AND THIS DISCLOSURE
199 STATEMENT.

200 e. The following language; ~~statement~~ printed in boldfaced type of a minimum size of ~~ten~~ 10 points
201 after the appearance of the items required in subdivisions a through d above:

202 SHOULD YOU EXECUTE A MEMBERSHIP CAMPING CONTRACT, YOU HAVE THE
203 UNQUALIFIED RIGHT TO CANCEL SUCH CONTRACT. THIS RIGHT OF CANCELLATION
204 CANNOT BE WAIVED. THE RIGHT TO CANCEL EXPIRES AT MIDNIGHT ON THE 7TH
205 CALENDAR DAY FOLLOWING THE DATE ON WHICH THE CONTRACT WAS EXECUTED. TO
206 CANCEL THE MEMBERSHIP CAMPING CONTRACT, YOU AS THE PURCHASER MUST MAIL
207 NOTICE OF YOUR INTENT TO CANCEL BY CERTIFIED UNITED STATES MAIL TO THE
208 MEMBERSHIP CAMPING OPERATOR AT THE ADDRESS SHOWN IN THE MEMBERSHIP
209 CAMPING CONTRACT, POSTAGE PREPAID. THE CAMPING OPERATOR IS REQUIRED BY
210 LAW TO RETURN ALL MONEYS PAID BY YOU IN CONNECTION WITH THE EXECUTION OF
211 THE MEMBERSHIP CAMPING CONTRACT, UPON YOUR PROPER AND TIMELY
212 CANCELLATION OF THE CONTRACT. IN ADDITION, AFTER THE INITIAL 7-CALENDAR-DAY
213 CANCELLATION PERIOD, YOU THE PURCHASER OR YOUR SUCCESSOR IN INTEREST MAY
214 TERMINATE YOUR LIABILITY UNDER THE MEMBERSHIP CAMPING CONTRACT
215 INCLUDING PAYMENT OF ANY MEMBERSHIP FEES, DUES, AND ASSESSMENTS UPON
216 YOUR GIVING PROPER AND EFFECTIVE NOTICE TO THE MEMBERSHIP CAMPING
217 OPERATOR. TO BE EFFECTIVE, THE NOTICE MUST BE IN WRITING AND SENT BY
218 CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND IT MUST CONTAIN: (1) YOUR
219 TRANSFER OF ANY AND ALL RIGHTS, TITLE, AND INTEREST YOU HAVE IN THE
220 MEMBERSHIP CAMPING CONTRACT AND CAMPGROUND BACK TO THE MEMBERSHIP
221 CAMPING OPERATOR; (2) A RECORDABLE DEED, DULY EXECUTED AND NOTARIZED, AND
222 THE RECORDING FEE, IF YOU RECEIVED A RECORDED DEED FROM THE MEMBERSHIP
223 CAMPING OPERATOR; (3) PAYMENTS OF (i) THE UNPAID BALANCE OF THE PURCHASE
224 PRICE AND ANY ACCRUED UNPAID INTEREST THEREON AND (ii) ALL UNPAID
225 MEMBERSHIP FEES, DUES, AND ASSESSMENTS WITH ACCRUED INTEREST THEREON
226 PERMITTED BY THE MEMBERSHIP CAMPING CONTRACT; AND (4) PAYMENT OF ALL
227 OTHER UNPAID FINANCIAL OBLIGATIONS OWED BY YOU THE PURCHASER PURSUANT
228 TO THE MEMBERSHIP CAMPING CONTRACT.

229 f. The following language below all statements required in subdivisions a through e above statement:

230 "Registration of the membership camping operator with the Commissioner of the Virginia
231 Department of Agriculture and Consumer Services does not constitute an approval or endorsement by
232 the Commissioner of the membership camping operator, his membership camping contract, or his
233 campground."

234 2. The name of the membership camping operator and the address of his principal place of business
235 and the following information:

236 a. The name, principal occupation, and address of every director, partner, or trustee of the
237 membership camping operator;

238 b. The name and address of each person owning or controlling an interest of ~~ten~~ 10 percent or more
239 in the membership camping operator;

240 c. The particulars of any indictment, conviction, judgment, decree, or order of any court or
241 administrative agency against the membership camping operator or its managing entity arising out of the
242 violation or alleged violation of any federal, state, local, or foreign law or regulation in connection with
243 activities relating to the sale of campground memberships, land sales, land investments, security sales,

construction, or sale of homes or improvements or any similar or related activity; and

d. A statement of any unsatisfied judgments against the membership camping operator or its managing entity, the status of any pending suits involving the sale of membership camping contracts or the management of campgrounds to which the membership camping operator or its managing entity is a party and the status of any pending suits, administrative proceedings, or indictments of significance to the campground;

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

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

5. The location of each of the campgrounds ~~which~~ *that* is to be available for use by purchasers and a brief description of the facilities at each campground ~~which~~ *that* are currently available for use by purchasers. Facilities ~~which~~ *that* are planned, incomplete, or not yet available for use shall be clearly identified as incomplete or unavailable. A brief description of any facilities that are or will be available to nonpurchasers shall also be provided;

6. As to all memberships offered by the membership camping operator at each campground:

a. The form of membership offered;

b. The types and duration of memberships along with a summary of the major privileges, restrictions, and limitations applicable to each type; and

c. Provisions, if any, that have been made for public utilities at each campsite including water, electricity, telephone, and sewerage facilities;

7. ~~Any~~ *A statement regarding any* initial or special fee due from the purchaser together with a description of the purpose and method of calculating the fee;

8. A description of any liens, defects, or encumbrances affecting the campground;

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

10. A statement that the purchaser has until midnight of the seventh calendar day following the signing of the membership campground contract to cancel the contract by proper notice to the membership camping operator;

11. A description of the insurance coverage that the membership camping operator provides for the benefit of purchasers, if any;

12. ~~Any~~ *A statement regarding any* fees or charges that purchasers are or may be required to pay for the use of the campground or any facilities;

13. 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 such facilities;

14. The name of the managing entity, if there is one, and the significant terms of any management contract, including but not limited to; the circumstances under which the membership camping operator may terminate the management contract;

15. ~~Any~~ *A statement regarding any* services ~~which~~ *that* the membership camping operator currently provides or expenses he pays ~~which~~ *that* are expected to become the responsibility of the purchasers, including the projected liability ~~which~~ *that* each such service or expense may impose on each purchaser;

16. A brief description of the ownership in or other right to use the campground ~~which~~ *that* is to be transferred to each purchaser, together with the duration of any lease, license, franchise, or reciprocal agreement entitling the membership camping operator or purchasers from him to use the campground, and any provisions in any such agreements ~~which~~ *that* restrict or limit a purchaser's use of the campground;

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

b. A summary, whether by way of supplement or otherwise, of the rules, restrictions, or covenants regulating the purchaser's use of any other campgrounds, facilities, or any other amenities resulting from the purchase of, or used as an inducement to influence the purchase of, the membership camping contract;

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

19. A brief description of the policies covering the availability of camping sites, the availability of reservations and the conditions under which they are made;

20. A brief description of any grounds for forfeiture of a purchaser's membership camping contract;

21. A statement of whether the membership camping operator has the right to withdraw permanently

from use all or any portion of any campground devoted to membership camping and, if so, the conditions under which such withdrawal is to be permitted;

22. 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;

23. The following ~~language~~, *statement* printed in boldfaced type of a minimum size of ~~ten~~ 10 points: "The purchase of this membership camping contract should not be based on any representations that it is an investment or that it can be resold. The resale of a membership may be difficult"; and

24. A statement that contains in boldfaced type the name, address, and telephone number of the Virginia Department of Agriculture and Consumer Services, ~~State Division of Consumer Affairs~~ and that states that that agency is the regulatory agency that handles consumer complaints regarding membership campgrounds.

C. 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 promptly file any such amendments with the Commissioner.

§ 59.1-328. Membership camping contracts.

The membership camping operator shall deliver to his purchaser a fully executed copy of the membership camping contract, which contract shall include at least the following information:

1. The actual date the membership camping contract is executed by the purchaser.
2. The name of the membership camping operator and the address of his principal place of business.
3. The total financial obligation imposed upon the purchaser by the contract, including the initial purchase price and any additional charges ~~which~~ *that* the purchaser may be required to pay.
4. A description of the nature and duration of the membership being purchased, including any interest in real property.

5. A statement that the membership camping operator, salesperson, or any other person who is in the business of offering for sale or transfer the rights under existing membership camping contracts for a fee is required by the Virginia Membership Camping Act (§ 59.1-311 et seq.) to provide each purchaser with a copy of the membership camping operator's disclosure statement prior to execution of such contract and that a failure to do so is a violation of the Act.

6. The following statement ~~shall appear in the contract~~, under its own paragraph, and conspicuously placed:

"PURCHASER'S NONWAIVABLE RIGHT TO CANCEL" shall appear at the beginning of ~~said~~ *such* paragraph in boldfaced type of a minimum ~~size~~ *size* of ~~ten~~ 10 points, immediately preceding the following statement, which shall appear in type no smaller than the other provisions of the contract:

YOU AS THE PURCHASER HAVE A NONWAIVABLE 7-CALENDAR-DAY RIGHT OF CANCELLATION. THIS RIGHT OF CANCELLATION IS FULLY EXPLAINED ON THE COVER SHEET OF THE MEMBERSHIP CAMPING OPERATOR'S DISCLOSURE STATEMENT. YOU ARE URGED TO REVIEW THE DISCLOSURE STATEMENT PRIOR TO THE EXECUTION OF THIS CONTRACT FOR A COMPLETE UNDERSTANDING OF YOUR RIGHT OF CANCELLATION. IN ADDITION, AFTER THE INITIAL 7-CALENDAR-DAY CANCELLATION PERIOD, YOU THE PURCHASER OR YOUR SUCCESSOR IN INTEREST MAY TERMINATE YOUR LIABILITY UNDER THE MEMBERSHIP CAMPING CONTRACT INCLUDING PAYMENT OF ANY MEMBERSHIP FEES, DUES, AND ASSESSMENTS UPON YOUR GIVING PROPER AND EFFECTIVE NOTICE TO THE MEMBERSHIP CAMPING OPERATOR. TO BE EFFECTIVE, THE NOTICE MUST BE IN WRITING AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND IT MUST CONTAIN: (1) YOUR TRANSFER OF ANY AND ALL RIGHTS, TITLE, AND INTEREST YOU HAVE IN THE MEMBERSHIP CAMPING CONTRACT AND CAMPGROUND BACK TO THE MEMBERSHIP CAMPING OPERATOR; (2) A RECORDABLE DEED, DULY EXECUTED AND NOTARIZED, AND THE RECORDING FEE, IF YOU RECEIVED A RECORDED DEED FROM THE MEMBERSHIP CAMPING OPERATOR; (3) PAYMENTS OF (i) THE UNPAID BALANCE OF THE PURCHASE PRICE AND ANY ACCRUED UNPAID INTEREST THEREON AND (ii) ALL UNPAID MEMBERSHIP FEES, DUES, AND ASSESSMENTS WITH ACCRUED INTEREST THEREON PERMITTED BY THE MEMBERSHIP CAMPING CONTRACT; AND (4) PAYMENT OF ALL OTHER UNPAID FINANCIAL OBLIGATIONS OWED BY YOU THE PURCHASER PURSUANT TO THE MEMBERSHIP CAMPING CONTRACT.

7. The full name of all salespersons involved in the execution of the membership camping contract.

8. A statement that contains, in ~~boldface~~ *boldfaced* type, the name, address, and telephone number of the Virginia Department of Agriculture and Consumer Services, ~~Division of Consumer Affairs~~, stating that that agency is the regulatory agency handling consumer complaints regarding membership campgrounds.

367 2. That §§ 3.2-113, 3.2-114, and 3.2-115 of the Code of Virginia are repealed.

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