

## 1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act 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*  
 3 *the Code of Virginia and to repeal §§ 3.2-113, 3.2-114, and 3.2-115 of the Code of Virginia, relating*  
 4 *to the Division of Consumer Counsel of the Department of Law.*

5 [H 2085]

6 Approved

7 **Be it enacted by the General Assembly of Virginia:**

8 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**  
 9 **Virginia are amended and reenacted as follows:**

10 **§ 15.2-963. Local offices of consumer affairs; establishment; powers and duties.**

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

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

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

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

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

29 **§ 57-48. Definitions.**

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

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

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

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

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

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

56 "Commercial co-venturer" means any person who (i) is organized for profit, (ii) is regularly and

57 primarily engaged in trade or commerce, other than in connection with soliciting for charitable or civic  
 58 organizations or charitable purposes, and (iii) conducts an advertised charitable sales promotion for a  
 59 specified limited period of time.

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

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

68 "*Department*" means the *Department of Agriculture and Consumer Services*.

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

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

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

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

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

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

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

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

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

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

- 113 1. Any oral or written request;
- 114 2. Any announcement to the press, over the radio or television, or by telephone or telegraph  
 115 concerning an appeal or campaign to which the public is requested to make a contribution for any  
 116 charitable purpose connected therewith;
- 117 3. The distribution, circulation, posting, or publishing of any handbill, written advertisement, or other

118 publication ~~which~~ *that* directly or by implication seeks to obtain public support; or

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

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

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

131 **§ 57-55.2. Charitable solicitation disclosure.**

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

136 **§ 57-55.3. Disclosure regarding financial statement required.**

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

143 **§ 59.1-298. Notice to buyer.**

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

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

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

170 **§ 59.1-326. Membership camping operator's disclosure statement.**

171 A. Every membership camping operator, salesperson, or other person who is in the business of  
172 offering for sale or transfer the rights under existing membership camping contracts for a fee shall  
173 deliver to his purchaser a current membership camping operator's disclosure statement before execution  
174 by the purchaser of the membership camping contract and no later than the date shown on such contract.

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

177 1. A cover page stating:

178 a. The words "Membership Camping Operator's Disclosure Statement" printed in boldfaced type of a

179 minimum size of ~~ten~~ 10 points; followed by;

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

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

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

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

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

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

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

226 "Registration of the membership camping operator with the Commissioner of the Virginia  
227 Department of Agriculture and Consumer Services does not constitute an approval or endorsement by  
228 the Commissioner of the membership camping operator, his membership camping contract, or his  
229 campground."

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

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

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

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

- 240 construction, or sale of homes or improvements or any similar or related activity; and
- 241 d. A statement of any unsatisfied judgments against the membership camping operator or its
- 242 managing entity, the status of any pending suits involving the sale of membership camping contracts or
- 243 the management of campgrounds to which the membership camping operator or its managing entity is a
- 244 party and the status of any pending suits, administrative proceedings, or indictments of significance to
- 245 the campground;
- 246 3. A brief description of the nature of the purchaser's right or license to use the campground and the
- 247 facilities ~~which~~ *that* are to be available for use by purchasers;
- 248 4. A brief description of the membership camping operator's experience in the membership camping
- 249 business, including the length of time ~~such~~ *the* operator has been in the membership camping business;
- 250 5. The location of each of the campgrounds ~~which~~ *that* is to be available for use by purchasers and a
- 251 brief description of the facilities at each campground ~~which~~ *that* are currently available for use by
- 252 purchasers. Facilities ~~which~~ *that* are planned, incomplete, or not yet available for use shall be clearly
- 253 identified as incomplete or unavailable. A brief description of any facilities that are or will be available
- 254 to nonpurchasers shall also be provided;
- 255 6. As to all memberships offered by the membership camping operator at each campground:
- 256 a. The form of membership offered;
- 257 b. The types and duration of memberships along with a summary of the major privileges, restrictions,
- 258 and limitations applicable to each type; and
- 259 c. Provisions, if any, that have been made for public utilities at each campsite including water,
- 260 electricity, telephone, and sewerage facilities;
- 261 7. ~~Any~~ *A statement regarding any* initial or special fee due from the purchaser together with a
- 262 description of the purpose and method of calculating the fee;
- 263 8. A description of any liens, defects, or encumbrances affecting the campground;
- 264 9. A general description of any financing offered or available through the membership camping
- 265 operator;
- 266 10. A statement that the purchaser has until midnight of the seventh calendar day following the
- 267 signing of the membership campground contract to cancel the contract by proper notice to the
- 268 membership camping operator;
- 269 11. A description of the insurance coverage that the membership camping operator provides for the
- 270 benefit of purchasers, if any;
- 271 12. ~~Any~~ *A statement regarding any* fees or charges that purchasers are or may be required to pay for
- 272 the use of the campground or any facilities;
- 273 13. The extent to which financial arrangements, if any, have been provided for the completion of
- 274 facilities together with a statement of the membership camping operator's obligation to complete planned
- 275 facilities. The statement shall include a description of any restrictions or limitations on the membership
- 276 camping operator's obligation to begin or to complete such facilities;
- 277 14. The name of the managing entity, if there is one, and the significant terms of any management
- 278 contract, including but not limited to; the circumstances under which the membership camping operator
- 279 may terminate the management contract;
- 280 15. ~~Any~~ *A statement regarding any* services ~~which~~ *that* the membership camping operator currently
- 281 provides or expenses he pays ~~which~~ *that* are expected to become the responsibility of the purchasers,
- 282 including the projected liability ~~which~~ *that* each such service or expense may impose on each purchaser;
- 283 16. A brief description of the ownership in or other right to use the campground ~~which~~ *that* is to be
- 284 transferred to each purchaser, together with the duration of any lease, license, franchise, or reciprocal
- 285 agreement entitling the membership camping operator or purchasers from him to use the campground,
- 286 and any provisions in any such agreements ~~which~~ *that* restrict or limit a purchaser's use of the
- 287 campground;
- 288 17. a. A copy, whether by way of supplement or otherwise, of the rules, restrictions, or covenants
- 289 regulating the purchaser's use of the campground in Virginia and its facilities ~~which~~ *that* are to be
- 290 available for use by the purchasers, including a statement of whether and how the rules, restrictions, or
- 291 covenants may be changed;
- 292 b. A summary, whether by way of supplement or otherwise, of the rules, restrictions, or covenants
- 293 regulating the purchaser's use of any other campgrounds, facilities, or any other amenities resulting from
- 294 the purchase of, or used as an inducement to influence the purchase of, the membership camping
- 295 contract;
- 296 18. A description of any restraints on the transfer of the membership camping contract;
- 297 19. A brief description of the policies covering the availability of camping sites, the availability of
- 298 reservations and the conditions under which they are made;
- 299 20. A brief description of any grounds for forfeiture of a purchaser's membership camping contract;
- 300 21. A statement of whether the membership camping operator has the right to withdraw permanently

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

303 22. A statement describing the material terms and conditions of any reciprocal program to be  
304 available to the purchaser, including a statement concerning whether the purchaser's participation in any  
305 reciprocal program is dependent upon the continued affiliation of the membership camping operator with  
306 that reciprocal program and whether the membership camping operator reserves the right to terminate  
307 such affiliation;

308 23. The following ~~language~~, *statement* printed in boldfaced type of a minimum size of ~~ten~~ 10 points:

309 "The purchase of this membership camping contract should not be based on any representations that  
310 it is an investment or that it can be resold. The resale of a membership may be difficult"; and

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

315 C. The membership camping operator shall promptly amend his membership camping operator's  
316 disclosure statement to reflect any material change in the campground or its facilities. He shall also  
317 promptly file any such amendments with the Commissioner.

318 **§ 59.1-328. Membership camping contracts.**

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

321 1. The actual date the membership camping contract is executed by the purchaser.

322 2. The name of the membership camping operator and the address of his principal place of business.

323 3. The total financial obligation imposed upon the purchaser by the contract, including the initial  
324 purchase price and any additional charges ~~which~~ *that* the purchaser may be required to pay.

325 4. A description of the nature and duration of the membership being purchased, including any  
326 interest in real property.

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

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

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

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

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

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

**362** campgrounds.

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

**ENROLLED**

HB2085ER