

By Senator Hutson

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1 A bill to be entitled
2 An act relating to vacation and timeshare plans;
3 amending s. 721.05, F.S.; defining and redefining
4 terms; creating s. 721.2055, F.S.; providing
5 legislative intent; specifying services included in
6 timeshare exit assistance or relief services;
7 prohibiting specified actions by a timeshare exit
8 assistance or relief services provider during the
9 course of providing certain services; requiring
10 certain disclosures in general and purchaser-specific
11 commercial communications; providing requirements for
12 oral or audible communications; requiring a written
13 agreement to provide certain services; providing
14 requirements for the written agreement; providing
15 requirements for when specific entities are providing
16 relief; prohibiting a person from providing assistance
17 or support to a timeshare exit assistance or relief
18 services provider if the person knows the provider is
19 violating the law; providing exemptions; requiring
20 certain records be maintained for a specific duration;
21 providing requirements for timeshare exit assistance
22 or relief services providers; providing criminal and
23 civil penalties; amending s. 721.21, F.S.; providing
24 that a purchaser or owners' association may bring an
25 action for damages against a resale service provider
26 or timeshare exit assistance or relief services
27 provider; amending s. 721.52, F.S.; requiring
28 timeshare estates in a specific multisite timeshare
29 plan to be offered in a specific manner; clarifying

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30 that timeshare estates or timeshare licenses may be
31 offered in a specific or nonspecific multisite
32 timeshare plan; providing an effective date.
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34 Be It Enacted by the Legislature of the State of Florida:
35

36 Section 1. Subsections (44), (45), and (46) of section
37 721.05, Florida Statutes, are amended, and subsections (53),
38 (54), and (55) are added to that section, to read:

39 721.05 Definitions.—As used in this chapter, the term:

40 (44) "Resale service provider" means any resale advertiser,
41 or other person or entity, including any agent or employee of
42 such person or entity, who offers or uses telemarketing, direct
43 mail, e-mail, or any other means of communication in connection
44 with the offering of resale brokerage or resale advertising
45 services to consumer timeshare resellers. The term does not
46 include developers or managing entities to the extent they offer
47 resale brokerage or resale advertising services to owners of
48 timeshare interests in their own timeshare plans; resale brokers
49 to the extent that resale advertising services are offered in
50 connection with resale brokerage services and no fee for the
51 advertising service is collected in advance; or a consumer
52 timeshare reseller who acquires a timeshare interest or
53 timeshare interests for his or her own use and occupancy and who
54 later offers the timeshare interest or timeshare interests for
55 rent or offers for resale in a given calendar year seven or
56 fewer of the timeshare interests that he or she acquired for his
57 or her own use and occupancy. If a resale service provider also
58 offers timeshare exit assistance or relief services, the resale

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59 service provider must comply with ss. 721.205 and 721.2055.

60 (45) "Consumer resale timeshare interest" means:

61 (a) A timeshare interest owned by a purchaser;

62 (b) One or more reserved occupancy rights relating to a
63 timeshare interest owned by a purchaser; or

64 (c) One or more reserved occupancy rights relating to, or
65 arranged through, an exchange program ~~in which a purchaser is a~~
66 ~~member.~~

67 (46) "Consumer timeshare reseller" means a purchaser who
68 acquires a timeshare interest for his or her own use and
69 occupancy and later offers the timeshare interest, or occupancy
70 rights associated with the timeshare interest, for resale or
71 rental.

72 (53) "Timeshare exit assistance or relief services" means
73 any service, plan, or program offered in this state; provided to
74 a purchaser who is a resident of this state; offered anywhere in
75 connection with a timeshare plan containing accommodations
76 located in this state; or a timeshare plan located or
77 domesticated in this state, in exchange for consideration, which
78 represents, expressly or by implication, to assist or attempt to
79 assist a purchaser with any of the actions, activities, or
80 services listed in s. 721.2055(2).

81 (54) "Timeshare exit assistance or relief services
82 provider" or "provider" means any person or entity that offers
83 to provide, or arranges for others to provide, timeshare exit
84 assistance or relief services. If a provider also offers resale
85 brokerage services, resale advertising services, or timeshare
86 interest transfer services, the provider must comply with ss.
87 721.205 and 721.2055. The term does not include:

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88 (a) A developer or managing entity, or an agent or
89 contractor of a developer or managing entity, to the extent that
90 they offer timeshare exit assistance or relief services to
91 purchasers of timeshare interests in their own timeshare plans.

92 (b) A mortgagee or lienor, or agent or contractor of a
93 mortgagee or lienor, to the extent that they offer timeshare
94 exit assistance or relief services to a borrower or debtor
95 related to a mortgage, lien, or encumbrance against the
96 purchaser's timeshare interest.

97 (c) The servicer of a mortgagee or lienor, or an agent or
98 contractor of such servicer.

99 (d) An exchange company, or an agent or contractor of an
100 exchange company.

101 (55) "Commercial communication" means any form of
102 communication that is designed to promote, directly or
103 indirectly, the goods, services, or image of a company,
104 organization, or person pursuing a commercial, industrial, or
105 craft activity or exercising a regulated profession.

106 Section 2. Section 721.2055, Florida Statutes, is created
107 to read:

108 721.2055 Timeshare exit assistance or relief services
109 providers; legislative intent; disclosure obligations;
110 penalties.—

111 (1) The Legislature finds that purchasers who are in
112 default of their obligations to pay assessments, real property
113 taxes, or other sums due, or to pay amounts due under a
114 mortgage, lien, or encumbrance against their timeshare
115 interests, or who may no longer desire to own their timeshare
116 interests, may be vulnerable to fraud, deception, and unfair

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117 practices by timeshare exit assistance or relief services
118 providers. The intent of this section is to provide a purchaser
119 with information necessary to make an informed decision
120 regarding the desirability of timeshare exit assistance or
121 relief services. It is further the intent of the Legislature to
122 require that timeshare exit assistance or relief services
123 agreements be in writing in order to safeguard purchasers
124 against deceit and financial hardship; to prohibit
125 representations that tend to mislead; to prohibit or restrict
126 unfair contract terms; and to provide a cooling-off period for
127 purchasers who enter into agreements for timeshare exit
128 assistance or relief services.

129 (2) Timeshare exit assistance or relief services consist of
130 any of the following:

131 (a) Stopping, preventing, or postponing any payment of
132 assessments, real property taxes, or any other sums imposed
133 against a purchaser's timeshare interest, or a payment due to a
134 mortgagee or other lienor under a mortgage, lien, or other
135 encumbrance secured by a purchaser's timeshare interest.

136 (b) Negotiating, obtaining, or arranging a modification of
137 any requirement to pay an assessment, real property tax, or any
138 other sum imposed against a purchaser's timeshare interest, or
139 the terms of a mortgage, lien, or other encumbrance secured by a
140 purchaser's timeshare interest, including a reduction in the
141 amount of interest, principal balance, monthly payments, or
142 fees.

143 (c) Obtaining any forbearance or modification from a
144 managing entity in the timing of the payment of an assessment,
145 real property tax, or any other sum due, or from a mortgagee or

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146 lienor in the timing of the payment of a mortgage, lien, or
147 other encumbrance secured by a purchaser's timeshare interest.

148 (d) Negotiating, obtaining, or arranging an extension of
149 time within which the purchaser may cure his or her default on a
150 purchaser's obligations to pay an assessment, real property tax,
151 or any other sum, or an amount due to a mortgagee or lienor
152 under a mortgage, lien, or other encumbrance secured by a
153 purchaser's timeshare interest.

154 (e) Negotiating, obtaining, or arranging a deed in lieu of
155 foreclosure of a purchaser's timeshare interest, or any
156 disposition of a purchaser's timeshare interest, other than to a
157 bona fide third party who pays value, a developer, a managing
158 entity, or a mortgagee or lienor.

159 (3) In the course of offering or providing timeshare exit
160 assistance or relief services, a timeshare exit assistance or
161 relief services provider may not do any of the following:

162 (a) Engage in or initiate timeshare exit assistance or
163 relief services without first executing a written agreement with
164 the purchaser for such services.

165 (b) Solicit, charge, receive, or attempt to collect or
166 secure payment, directly or indirectly, for timeshare exit
167 assistance or relief services before completing or performing
168 all services contained in the written agreement for services.

169 (c) Represent, expressly or by implication, in connection
170 with the advertising, marketing, promoting, offering for sale,
171 selling, or performing of any timeshare exit assistance or
172 relief services, that a purchaser cannot or should not contact
173 or communicate with his or her developer, managing entity,
174 exchange company, mortgagee, or lienor, or that the developer,

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175 managing entity, exchange company, mortgagee, or lienor is
176 prohibited from contacting or communicating with a purchaser.

177 (d) Misrepresent, expressly or by implication, any material
178 aspect of timeshare exit assistance or relief services,
179 including, but not limited to:

180 1. The likelihood of negotiating, obtaining, or arranging a
181 represented service or result.

182 2. The amount of time it will take the provider to
183 accomplish a represented service or result.

184 3. That a provider is affiliated with, endorsed or approved
185 by, or otherwise associated with, any developer, managing
186 entity, mortgagee or lienor, exchange company, timeshare plan,
187 government or government agency, nonprofit counselor agency or
188 program, or other individual, entity, or program.

189 4. The purchaser's obligation to make payments under the
190 terms of the purchaser's assessment obligation or mortgage,
191 lien, or other encumbrance.

192 5. The terms and conditions of any refund, cancellation,
193 exchange, or repurchase policy for a timeshare exit assistance
194 or relief service, including, but not limited to, the likelihood
195 of obtaining a full or partial refund or the circumstances in
196 which a full or partial refund may be granted, for a timeshare
197 exit assistance or relief service.

198 6. The terms and conditions of the purchaser's assessment
199 obligation or mortgage, lien, or other encumbrance, including,
200 but not limited to, the amount owed.

201 7. That the provider has completed the represented services
202 or has a right to claim, demand, charge, collect, or receive
203 payment or other consideration.

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204 8. That the purchaser will receive legal representation.

205 9. The availability, performance, cost, or characteristics
206 of any alternative to timeshare exit assistance or relief
207 services through which the purchaser can obtain relief,
208 including negotiating directly with the developer, managing
209 entity, mortgagee, or lienor.

210 10. The amount of money or the percentage of the obligation
211 amount that a purchaser may save by using timeshare exit
212 assistance or relief services.

213 11. The total cost to purchase timeshare exit assistance or
214 relief services.

215 12. The terms, conditions, or limitations of any offer of
216 relief that the provider obtains from the purchaser's developer,
217 managing entity, mortgagee, or lienor, including the time period
218 in which the purchaser must decide to accept the offer.

219 13. That the purchaser's information was obtained from, or
220 provided to, the provider by the developer or managing entity of
221 the purchaser's timeshare plan or an exchange company.

222 (e) Attempt to transfer, cause another person to attempt to
223 transfer, or advise a purchaser to attempt to transfer a
224 conveyance of the legal or beneficial title of a purchaser's
225 timeshare interest to a third party, as evidenced by filing a
226 deed for conveyance of legal title, a deed in lieu of
227 foreclosure, or any other instrument for conveyance of
228 beneficial title, to the clerk of the court when such third
229 party has not expressly accepted the transfer. A provider may
230 not limit any applicable right of first refusal held by the
231 developer or managing entity. Any attempted transfer is unlawful
232 and a violation of s. 817.535.

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233 (f) Represent, expressly or by implication, the benefits,
234 performance, or efficacy of timeshare exit assistance or relief
235 services unless, at the time the representation is made, the
236 provider possesses and relies on competent and reliable evidence
237 that substantiates that the representation is true.

238 (4) In every general commercial communication, a timeshare
239 exit assistance or relief services provider must:

240 (a) Include a statement in conspicuous type in
241 substantially the following form:

242
243 "IMPORTANT NOTICE

244 ...(Name of timeshare exit assistance or relief
245 services provider)... is not associated with, nor are
246 our services approved by, any government or government
247 agency or your developer, managing entity, exchange
248 company, timeshare plan, mortgagee, or lienor."

249
250 (b) Include a statement in conspicuous type in
251 substantially the following form, if the provider has
252 represented, expressly or by implication, that purchasers will
253 receive any relief or result from a developer, managing entity,
254 mortgagee, or lienor:

255
256 "IMPORTANT NOTICE

257 Even if you accept this offer and use our services,
258 your developer, managing entity, mortgagee, or lienor
259 may not agree to change or release you from your
260 obligations."

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262 (5) In addition to the disclosures required in subsection
263 (4), for every purchaser-specific commercial communication, a
264 timeshare exit assistance or relief services provider must:

265 (a) Include a statement in conspicuous type in
266 substantially the following form:

267
268 "You may stop doing business with us at any time. You
269 may accept or reject the offer of assistance we obtain
270 from your ...(developer, managing entity, mortgagee,
271 or lienor).... If you reject the offer, you are not
272 responsible for any payment for our services. If you
273 accept the offer, you will be responsible for
274 ...(amount to be paid or method for calculating the
275 amount)... for our services."

276
277 For purposes of this paragraph, the amount to be paid consists
278 of the total amount the purchaser must pay to purchase, receive,
279 and use all of the timeshare exit assistance or relief services
280 that are subject to the sales offer, including, but not limited
281 to, all fees and charges.

282 (b) Include a statement in conspicuous type in
283 substantially the following form, if the provider has
284 represented, expressly or by implication, in connection with
285 advertising, marketing, promoting, offering for sale, selling,
286 or performing of any timeshare exit assistance or relief
287 service, that the purchaser should temporarily or permanently
288 discontinue payments, in whole or in part, on any obligation to
289 pay an assessment, real property tax, or other sums due, or any
290 amount due to a mortgagee or lienor:

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"If you stop paying your obligations, you could lose your timeshare interest through foreclosure or any other legal means, lose any money you have paid for your timeshare interest, and damage your credit rating."

(6) For any timeshare exit assistance or relief service that is disseminated orally or through audible means, the disclosures required in subsections (4) and (5) must be preceded by the statement: "Before using this service, consider the following information." The disclosures must be disseminated in a slow and deliberate manner and at a reasonably understandable volume and pitch.

(7) A timeshare exit assistance or relief services provider may not engage in timeshare exit assistance or relief services without first obtaining a written agreement signed by the purchaser to provide such services.

(a) The written agreement must include the name and address of the person or entity providing timeshare exit assistance or relief services, the exact nature and specific detail of each service to be provided, the total amount and terms of the charges to be paid by the purchaser for the services, and the effective date of the agreement. The effective date of the agreement may not be earlier than the date the purchaser signs the agreement. The timeshare exit assistance or relief services provider must give the purchaser a copy of the agreement to review at least 1 business day before the purchaser is to sign the agreement.

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320 (b) The purchaser has the right to cancel the written
321 agreement without any penalty or obligation within 10 business
322 days after signing the agreement. The right to cancel may not be
323 waived by the purchaser or limited in any manner by the
324 provider. A purchaser must notify the provider in writing of his
325 or her intent to cancel the agreement. Such notice of
326 cancellation may be mailed or e-mailed to the provider. The
327 notice of cancellation is effective on the date it is sent. If
328 the purchaser cancels the agreement, any payments that have been
329 made under paragraph (10) (b) to the provider must be returned to
330 the purchaser within 10 business days after delivery of the
331 notice of cancellation or within 5 business days after receipt
332 of funds from the purchaser's cleared bank, whichever is later.

333 (c) An agreement for timeshare exit assistance or relief
334 services must contain, immediately above the signature line, a
335 statement in conspicuous type in substantially the following
336 form:

337
338 "RIGHT OF CANCELLATION

339 ...(Name of timeshare exit assistance or relief
340 services provider)... will provide services to you
341 pursuant to this agreement. You have an unwaivable
342 right to cancel this agreement for any reason within
343 10 days after the date you sign this agreement. Unless
344 covered by an exemption, ...(name of timeshare exit
345 assistance or relief services provider)... is
346 prohibited by law from accepting any money, property,
347 or other form of payment from you until all promised
348 services are completed. If you decide to cancel this

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349 agreement, you must notify ... (name of timeshare exit
350 assistance or relief services provider) ... in writing
351 of your intent to cancel. Your notice of cancellation
352 is effective on the date it is sent. The notice shall
353 be mailed to ... (name and mailing address of timeshare
354 exit assistance or relief services provider) ... or
355 sent to ... (e-mail address of timeshare exit
356 assistance or relief services provider) If
357 applicable, your refund will be made within 10
358 business days after receipt of the notice of
359 cancellation or within 5 business days after receipt
360 of funds from your cleared bank, whichever is later.

361
362 IMPORTANT: It is recommended that you contact your
363 developer, managing entity, mortgagee, or lienor
364 before signing this agreement. Your developer,
365 managing entity, mortgagee, or lienor may be willing
366 to negotiate a payment plan, restructure your debt
367 obligation, or accept the transfer of your timeshare
368 interest free of charge."

369
370 (8) (a) If the timeshare exit assistance or relief services
371 to be provided include relief from the purchaser's developer,
372 managing entity, mortgagee, or lienor, the timeshare exit
373 assistance or relief services provider may not request or
374 receive payment of any fee or other consideration until the
375 purchaser has executed a written agreement with the purchaser's
376 developer, managing entity, mortgagee, or lienor that
377 incorporates the offer of assistance or relief.

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378 (b) When the timeshare exit assistance or relief services
379 provider gives the purchaser the written agreement specified in
380 paragraph (a), the provider shall also provide the purchaser:

381 1. A notice, on a separate page from the written agreement,
382 in conspicuous type in substantially the following form:

383
384 "IMPORTANT NOTICE

385 This is an offer of assistance or relief obtained from
386 your ... (name of developer, managing entity,
387 mortgagee, or lienor).... You may accept or reject
388 this offer. If you reject the offer, you are not
389 responsible for any payment for our services. If you
390 accept the offer, you will be responsible for
391 ...(amount to be paid or method for calculating the
392 amount)... for our services."

393
394 2. A notice from the purchaser's developer, managing
395 entity, mortgagee, or lienor that describes all material
396 differences between the terms, conditions, and limitations
397 associated with the purchaser's current debt obligation and the
398 terms, conditions, and limitations associated with the
399 purchaser's debt obligation if he or she accepts the offer. The
400 notice must contain, but is not limited to: the differences in
401 the principal balance; interest rate, including the maximum rate
402 and any adjustable rates, if applicable; amount and number of
403 the purchaser's scheduled periodic payments, if applicable;
404 monthly amounts owed for principal, interest, taxes, and any
405 insurance on the debt obligation; the amount of any delinquent
406 payments owing or outstanding; the assessed fees or penalties;

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407 and the term of the debt obligation. A statement shall be
408 included with the notice in conspicuous type in substantially
409 the following form: "Important information from your ... (name of
410 developer, managing entity, mortgagee, or lienor)... about this
411 offer."

412 (9) A person may not provide substantial assistance or
413 support to any timeshare exit assistance or relief services
414 provider when that person knows or consciously avoids knowing
415 that the provider is engaged in any act or practice that
416 violates this section. This subsection does not prohibit a
417 developer, managing entity, mortgagor, or lienor from agreeing
418 to the offer of assistance or relief for a purchaser made by a
419 timeshare exit assistance or relief services provider.

420 (10) (a) An attorney who is a member of The Florida Bar, or
421 his or her law firm, a real estate broker licensed under chapter
422 475, or his or her brokerage firm, a title insurance agent
423 licensed under s. 626.8417, a title insurance agency licensed
424 under s. 626.8418, and a title insurer authorized to transact
425 business in this state pursuant to s. 624.401, are exempt from
426 the provisions of this section, with the exception of paragraph
427 (3) (b), if the attorney, real estate broker, title insurance
428 agent or agency, or title insurer:

429 1. Provides timeshare exit assistance or relief services as
430 part of their usual practice or business; and

431 2. Complies with state laws and regulations that cover the
432 same type of conduct governed by this section.

433 (b) An attorney, real estate broker, title insurance agent
434 or agency, or title insurer exempt under paragraph (a) may
435 request or receive payment of any fee or other consideration

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436 before completion or performance of all promised timeshare exit
437 assistance or relief services if such person:

438 1. Deposits the funds received from the purchaser in a
439 client trust account, broker account, or escrow account;

440 2. Does not receive disbursement of the funds before
441 completing or performing all promised services; and

442 3. Complies with state laws and regulations, including
443 licensing regulations, applicable to client trust accounts,
444 broker accounts, or escrow accounts.

445 (11) Any attempt to waive the purchaser protections
446 provided in this section is unlawful.

447 (12) (a) A timeshare exit assistance or relief services
448 provider shall maintain, for 24 months after the date the record
449 was created, the following records:

450 1. All contracts or other agreements between the provider
451 and a purchaser for any timeshare exit assistance or relief
452 services;

453 2. Copies of all written communications between the
454 provider and a purchaser that occur before the date the
455 purchaser entered into an agreement with the provider;

456 3. Copies of all documents or telephone recordings created
457 in connection with subsection (13);

458 4. All purchaser files containing the names, phone numbers,
459 amounts paid, and descriptions of timeshare exit assistance or
460 relief services contracted for, to the extent the provider keeps
461 such information in the ordinary course of business;

462 5. Copies of sales scripts, training materials, commercial
463 communications, and other marketing materials, including
464 Internet sites and blogs, for timeshare exit assistance or

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465 relief services; and

466 6. Copies of the disclosures provided to the purchaser
467 under subsections (4) or (5).

468 (b) A timeshare exit assistance or relief services provider
469 may keep the records required in this subsection in any form and
470 in the same manner, format, or place as it keeps such records in
471 the ordinary course of business.

472 (13) A timeshare exit assistance or relief services
473 provider must:

474 (a) Take reasonable steps to monitor and ensure that all of
475 its employees and independent contractors comply with this
476 section. At a minimum, these steps shall include:

477 1. Monitoring the communications directed at specific
478 purchasers.

479 2. Performing random recording and testing of the oral
480 representations made by employees or independent contractors
481 engaged in sales or other customer service functions, if the
482 provider uses telemarketing.

483 3. Establishing a procedure for receiving and responding to
484 all purchaser complaints.

485 4. Ascertaining the number and nature of purchaser
486 complaints regarding transactions in which employees or
487 independent contractors are involved.

488 (b) Promptly investigate each purchaser complaint received.

489 (c) Take corrective action with respect to any employee or
490 independent contractor who is not complying with this section.
491 Such action may include training, disciplining, or terminating
492 the employee or independent contractor.

493 (d) Maintain information and material necessary to

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494 demonstrate compliance with paragraph (a).

495 (14) Any person who intentionally fails to comply with the
496 provisions of this section is guilty of a felony of the third
497 degree, punishable as provided in s. 775.082, s. 775.083, or s.
498 775.084. The failure to establish the required account under
499 subsection (10) or place funds in such account is prima facie
500 evidence of an intentional violation of this section.

501 (15) A person who violates this section is subject to a
502 civil penalty of not more than \$15,000 per violation.

503 (16) A person who violates any provision of this section
504 commits an unfair and deceptive trade practice as prohibited
505 under part II of chapter 501, and is subject to the penalties
506 and remedies provided therein.

507 Section 3. Section 721.21, Florida Statutes, is amended to
508 read:

509 721.21 Purchasers' remedies.—An action for damages or for
510 injunctive or declaratory relief for a violation of this chapter
511 may be brought by any purchaser or owners' association against
512 the developer, a seller, an escrow agent, ~~or~~ the managing
513 entity, a resale service provider, or a timeshare exit
514 assistance or relief services provider. The prevailing party in
515 any such action, or in any action in which the purchaser claims
516 a right of voidability based upon either a closing before the
517 expiration of the cancellation period or an amendment which
518 materially alters or modifies the offering in a manner adverse
519 to the purchaser, may be entitled to reasonable attorney's fees.
520 Relief under this section does not exclude other remedies
521 provided by law.

522 Section 4. Subsections (4) and (5) of section 721.52,

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523 Florida Statutes, are amended to read:

524 721.52 Definitions.—As used in this chapter, the term:

525 (4) "Multisite timeshare plan" means any method,
526 arrangement, or procedure with respect to which a purchaser
527 obtains, by any means, a recurring right to use and occupy
528 accommodations or facilities of more than one component site,
529 only through use of a reservation system, whether or not the
530 purchaser is able to elect to cease participating in the plan.
531 However, the term "multisite timeshare plan" does ~~shall~~ not
532 include any method, arrangement, or procedure wherein:

533 (a) The contractually specified maximum total financial
534 obligation on the purchaser's part is \$3,000 or less, during the
535 entire term of the plan; or

536 (b) The term is for a period of 3 years or less, regardless
537 of the purchaser's contractually specified maximum total
538 financial obligation, if any. For purposes of determining the
539 term of such use and occupancy rights, the period of any
540 optional renewals which a purchaser, in his or her sole
541 discretion, may elect to exercise, whether or not for additional
542 consideration, shall not be included. For purposes of
543 determining the term of such use and occupancy rights, the
544 period of any automatic renewals shall be included unless a
545 purchaser has the right to terminate the membership at any time
546 and receive a pro rata refund or the purchaser receives a notice
547 no less than 30 days and no more than 60 days prior to the date
548 of renewal informing the purchaser of the right to terminate at
549 any time prior to the date of automatic renewal.

550
551 Multisite timeshare plan does not mean an exchange program as

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552 defined in s. 721.05. Timeshare estates ~~may only be offered~~ in a
553 specific multisite timeshare plan may be offered only pursuant
554 to s. 721.57.

555 (5) "Nonspecific multisite timeshare plan" means a
556 multisite timeshare plan with respect to which a purchaser
557 receives a right to use all of the accommodations and
558 facilities, if any, of the multisite timeshare plan through the
559 reservation system, but no specific right to use any particular
560 accommodations and facilities for the remaining term of the
561 multisite timeshare plan in the event that the reservation
562 system is terminated for any reason prior to the expiration of
563 the term of the multisite timeshare plan. Timeshare estates or
564 timeshare licenses may be offered in a specific or nonspecific
565 multisite timeshare plan. The preceding sentence is intended to
566 clarify existing law.

567 Section 5. This act shall take effect July 1, 2019.