

FIRST REGULAR SESSION

HOUSE BILL NO. 1250

100TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE QUADE.

1939H.011

DANA RADEMAN MILLER, Chief Clerk

AN ACT

To repeal sections 407.600, 407.610, 407.620, 407.625, and 407.630, RSMo, and to enact in lieu thereof six new sections relating to timeshares, with penalty provisions.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 407.600, 407.610, 407.620, 407.625, and 407.630, RSMo, are repealed and six new sections enacted in lieu thereof, to be known as sections 407.600, 407.610, 407.620, 407.625, 407.630, and 407.631, to read as follows:

407.600. As used in sections 407.600 to ~~407.630~~ **407.631**, the following terms shall mean:

- (1) "Accommodations", any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, or any other private or commercial structure which is situated on real property and designed for occupancy by one or more individuals, which is made available to the purchasers of a ~~time-share~~ **timeshare** plan;
- (2) **"Commission", the Missouri real estate commission;**
- (3) **"Consumer timeshare reseller", an owner of a resale timeshare interest;**
- (4) "Enrolled", paid membership in an exchange program or membership in an exchange program evidenced by written acceptance or confirmation of membership;
- ~~(3)~~ (5) "Exchange company", the person operating an exchange program;
- ~~(4)~~ (6) "Exchange program", any opportunity or procedure for the assignment or exchange of ~~time-share~~ **timeshare** periods among purchasers in the same or other ~~time-share~~ **timeshare** plans;

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

15 ~~[(5)]~~ (7) "Facilities", any structure, service, improvement, campground, recreational
16 vehicle park or real property, improved or unimproved, which is made available to the purchasers
17 of a ~~[time-share]~~ **timeshare** plan;

18 ~~[(6)]~~ (8) "Person", any natural person or his **or her** legal representative, partnership,
19 domestic or foreign corporation, company, trust, business entity or association, and any agent,
20 employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui
21 que trust thereof;

22 ~~[(7)]~~ (9) **"Prize" or "gift", any merchandise offered in any timeshare promotional**
23 **device, sweepstakes, drawing or display booth which is used to induce or encourage the**
24 **attendance of any timeshare sales solicitation or presentation;**

25 (10) "Promotion", any advertisement, whether by mail, radio, television or personal
26 sales, in which a ~~[time-share]~~ **timeshare** property is offered for sale by use of a sweepstakes;

27 ~~[(8)]~~ (11) **"Resale service provider", any person or entity, including any agent or**
28 **employee of such a person or entity, who directly or indirectly offers or uses telemarketing,**
29 **direct mail, email, or any other form of communication to offer timeshare resale services.**
30 **"Resale service provider" shall not include:**

31 (a) **A newspaper, periodical, or publisher unless the newspaper, periodical, or**
32 **publisher derives more than ten percent of its gross revenue from timeshare resale services.**
33 **For purposes of this subdivision, the calculation of gross revenue derived from providing**
34 **timeshare resale services shall include the revenue of any affiliate, parent, agent, or**
35 **subsidiary of the newspaper, periodical, or publisher, so long as the resulting percentage**
36 **of gross revenue is not decreased by such inclusion;**

37 (b) **A seller, managing entity, or other person responsible for managing or**
38 **operating the timeshare plan to the extent they offer timeshare resale services to owners**
39 **of timeshare interests in such a timeshare plan;**

40 (c) **A consumer timeshare reseller who, in a given calendar year, sells seven or**
41 **fewer resale timeshare interests;**

42 (d) **An attorney licensed in this state and in good standing who provides legal**
43 **services to end a timeshare interest; or**

44 (e) **A real estate broker licensed in this state and in good standing who operates**
45 **within the scope of his or her license with respect to the sale of a resale timeshare interest,**
46 **as long as the real estate broker does not collect a fee in advance;**

47 (12) **"Resale timeshare interest", a timeshare interest, including all or substantially**
48 **all ownership, rights, or interests associated with the timeshare plan that was previously**
49 **acquired by an owner for his or her own use and occupancy and is later offered or**
50 **advertised for sale or rent;**

51 (13) "Sweepstakes", a method of promoting the sale of ~~[time-share]~~ **timeshare** plans
 52 which involves the offering, giving, or awarding of prizes which have odds associated with the
 53 actual delivery of the prize or gift;

54 ~~[(9) "Time-share]~~ (14) **"Timeshare developments", a single specific parcel of real**
 55 **property from which only timeshare plans are offered for sale or sold;**

56 (15) **"Timeshare periods"**, all periods of time when a purchaser of a ~~[time-share]~~
 57 **timeshare** plan is entitled to the possession and use of the accommodations or facilities, or both,
 58 of a ~~[time-share]~~ **timeshare** plan regardless of whether such periods are designated as one or
 59 more specific days, weeks or months;

60 ~~[(10) "Time-share developments", a single specific parcel of real property from which~~
 61 ~~only time-share plans are offered for sale or sold;~~

62 ~~——(11) "Time-share]~~ (16) **"Timeshare plan"**, any arrangement, plan, scheme or similar
 63 device, other than an exchange program, whether by membership, agreement, tenancy in
 64 common, sale, lease, deed, rental agreement, license, right-to-use agreement or any other means,
 65 whereby a purchaser, in exchange for a consideration, receives one or more ~~[time-share]~~
 66 **timeshare** periods, or any type of interval or joint ownership in, or a right-to-use, any
 67 accommodation or facility for a period of time which is less than a full continuous and
 68 uninterrupted year during any given year, and which extends for a period of more than three
 69 years, as to each individual ~~[time-share]~~ **timeshare** development subject to the purchase;

70 ~~[(12) "Time-share]~~ (17) **"Timeshare resale service", either:**

71 (a) **The advertising of, or an offer to advertise, any resale timeshare interest for**
 72 **resale or rent; or**

73 (b) **The transfer, or offer to assist in the transfer, of legal ownership of any resale**
 74 **timeshare interest;**

75 (18) **"Timeshare unit"**, an accommodation or facility of a ~~[time-share]~~ **timeshare** plan
 76 which is divided into ~~[time-share]~~ **timeshare** periods, or is otherwise subject to interval or joint
 77 ownership or use by the purchaser of the ~~[time-share]~~ **timeshare** plans[;

78 ~~——(13) "Prize/gift", any merchandise offered in any time-share promotional device,~~
 79 ~~sweepstakes, drawing or display booth which is used to induce or encourage the attendance of~~
 80 ~~any time-share sales solicitation or presentation].~~

407.610. 1. Any person who intends to use any promotional device or promotional
 2 program, including any sweepstakes, gift award, drawing or display booth, or any other such
 3 award or prize inducement items, to advertise, solicit sales or sell any ~~[time-share]~~ **timeshare**
 4 period, ~~[time-share]~~ **timeshare** plan, or ~~[time-share]~~ **timeshare** property in the state of Missouri
 5 or sell any tourist-related services as defined pursuant to subsection 9 of this section where a
 6 consumer is required to provide any consideration other than monetary for such tourist-related

7 services, shall notify the Missouri attorney general in writing of this intention not less than
8 fourteen days prior to release of such materials to the public. Included with such notice shall be
9 an exact copy of each promotional device and promotional program to be used. Each
10 promotional device, promotional program, and the notice thereof shall include the following
11 information:

12 (1) A statement that the promotional device or promotional program is being used for
13 the purpose of soliciting sales of a ~~[time-share]~~ **timeshare** period, ~~[time-share]~~ **timeshare** plan,
14 or ~~[time-share]~~ **timeshare** property;

15 (2) The date by which all such awards or other prize inducement items will be awarded;

16 (3) The method by which all such items will be awarded;

17 (4) The odds of being awarded such items;

18 (5) The manufacturer's suggested retail price of such items; and

19 (6) The names and addresses of each ~~[time-share]~~ **timeshare** plan or business entity
20 participating in the promotional device or promotional program.

21 2. In the case of any promotional device or promotional program to advertise, solicit
22 sales, or sell any ~~[time-share]~~ **timeshare** period, ~~[time-share]~~ **timeshare** plan, or ~~[time-share]~~
23 **timeshare** property in this state, the information required under subsection 1 of this section for
24 each promotional device or promotional program, and the notice thereof, shall be provided in
25 writing or electronically to the prospective purchaser at least once within a reasonable time
26 period before a scheduled sales presentation to ensure that the prospective purchaser receives the
27 information prior to attending such presentation. The required information need not be included
28 in every advertisement or other written, oral or electronic communication provided or made to
29 a prospective purchaser before a scheduled sales presentation.

30 3. Any material change in a promotional device or promotional program previously
31 submitted to the attorney general shall constitute a new promotional device or promotional
32 program and shall be resubmitted to the attorney general with the notice thereof.

33 4. It shall be a violation of section 407.020 for any person to:

34 (1) Fail to comply with the provisions of the notice requirements of this section;

35 (2) Provide to the attorney general in the notice required by this section any information
36 that is false or misleading in a material manner;

37 (3) Represent to any person that the filing of the notice of the promotional device or the
38 promotional program constitute an endorsement or approval of the promotional device or
39 promotional program by the attorney general;

40 (4) Engage in any act or practice declared to be unlawful by section 407.020 in
41 connection with the use of any promotional device or promotional program or any advertisement,

42 or sale of ~~[time-share]~~ **timeshare** plans, ~~[time-share]~~ **timeshare** periods, or ~~[time-share]~~
43 **timeshare** property.

44 5. At least one of each prize featured in a promotional program shall be awarded by the
45 day and year specified in the promotion. When a promotion promises the award of a certain
46 number of each prize, such number of prizes shall be awarded by the date and year specified in
47 the promotion. A record shall be maintained containing the names and addresses of winners of
48 the prizes and the record shall be made available, upon request, to the public, upon the payment
49 of reasonable reproduction costs. If a seller for any reason does not provide, at the time of a site
50 visitation or visitation to a ~~[time-share]~~ **timeshare** sales office, the inducement gift which was
51 promised, the seller shall deliver the gift, or an acceptable substitute therefor agreed upon in
52 writing, to the prospective purchaser or purchaser no later than ten days following such
53 visitation, or shall deliver instead of such gift cash in an amount equal to the retail value of the
54 gift.

55 6. If a prospective purchaser or purchaser does not receive the gift or the cash as
56 provided in subsection 5 of this section, he may bring an action under the provisions of section
57 407.025. For purposes of actions brought pursuant to this section, the term "actual damages",
58 as used in section 407.025, shall mean at least five times the cash retail value of the most
59 expensive gift offered, but shall not exceed ~~[one]~~ **ten** thousand dollars, in addition to such other
60 actual damages as may be determined by the evidence. **The seller shall also be liable for**
61 **reasonable attorney's fees if the action is successful.**

62 7. The provisions of sections 407.600 to 407.630 shall not apply to a person who has
63 acquired a ~~[time-share]~~ **timeshare** period for his **or her** own occupancy and later offers it for
64 resale, **except as provided under section 470.631.**

65 8. If the sale of a ~~[time-share]~~ **timeshare** plan or of ~~[time-share]~~ **timeshare** property is
66 subject to the provisions of sections 407.600 to ~~[407.630]~~ **407.631**, such sale shall not be subject
67 to the provisions of chapter 339.

68 9. For the purposes of this section, the term "tourist-related services" includes, but is not
69 limited to, selling or entering into contracts or other arrangements under which a purchaser
70 receives a premium, coupon or contract for car rentals, lodging, transfers, entertainment,
71 sightseeing or any service reasonably related to air, sea, rail, motor coach or other medium of
72 transportation directly to the consumer.

407.620. In addition to any other remedy by which such an agreement may be rescinded
2 or otherwise voided, a purchaser of a ~~[time-share]~~ **timeshare** plan or ~~[time-share]~~ **timeshare**
3 property has five days after the day of purchase to cancel the purchase. Printed notice of this
4 right to cancel shall be given to the purchaser in writing with the use of 18-point boldface type
5 in the following manner:

6 NOTICE
7 YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN
8 THIRTY DAYS AFTER THE DATE OF THIS AGREEMENT.
9 CANCELLATION MUST BE IN WRITING AND IF SENT BY MAIL,
10 ADDRESSED TO THE OTHER CONTRACTING PARTY AS SHOWN ON
11 THIS AGREEMENT, CANCELLATION WILL BE ACCOMPLISHED AT THE
12 MOMENT THE LETTER IS POSTMARKED. IF SENT BY MAIL, THE
13 LETTER MAY BE CERTIFIED WITH A RETURN RECEIPT REQUESTED.
14 YOUR RIGHT TO CANCEL CANNOT BE WAIVED.

407.625. 1. If a purchaser is offered the opportunity to subscribe to any exchange
2 program, the developer shall, except as provided in subsection 2 of this section, deliver to the
3 purchaser, prior to the execution of any contract between the purchaser and the exchange
4 company and the sales contract, at least the following information regarding such exchange
5 program, and the purchaser shall certify, in writing, to the receipt of such written information:
6 (1) The name and address of the exchange company;
7 (2) The names of all officers, directors, and shareholders owning five percent or more
8 of the outstanding stock of the exchange company;
9 (3) Whether the exchange company or any of its officers or directors has any legal or
10 beneficial interest in any developer or managing agent for any ~~[time-share]~~ **timeshare** plan
11 participating in the exchange program and, if so, the name and location of the ~~[time-share]~~
12 **timeshare** plan and the nature of the interest;
13 (4) Unless the exchange company is also the developer or an affiliate, a statement that
14 the purchaser's contract with the exchange company is a contract separate and distinct from the
15 sales contract;
16 (5) Whether the purchaser's participation in the exchange program is dependent upon the
17 continued affiliation of the ~~[time-share]~~ **timeshare** plan with the exchange program;
18 (6) Whether the purchaser's membership or participation, or both, in the exchange
19 program is voluntary or mandatory;
20 (7) A complete and accurate description of the terms and conditions of the purchaser's
21 contractual relationship with the exchange company and the procedure by which changes thereto
22 may be made;
23 (8) A complete and accurate description of the procedure to qualify for and effectuate
24 exchanges;
25 (9) A complete and accurate description of all limitations, restrictions, or priorities
26 employed in the operation of the exchange program, including, but not limited to, limitations on
27 exchanges based on seasonality, unit size, or levels of occupancy, expressed in boldfaced type,

28 and, in the event that such limitations, restrictions, or priorities are not uniformly applied by the
29 exchange program, a clear description of the manner in which they are applied;

30 (10) Whether exchanges are arranged on a space available basis and whether any
31 guarantees of fulfillment of specific requests for exchanges are made by the exchange program;

32 (11) Whether and under what circumstances an owner, in dealing with the exchange
33 company, may lose the use and occupancy of his ~~[time-share]~~ **or her timeshare** in any properly
34 applied for exchange without his **or her** being provided with substitute accommodations by the
35 exchange company;

36 (12) The fees or range of fees for participation by owners in the exchange program, a
37 statement whether any such fees may be altered by the exchange company, and the circumstances
38 under which alterations may be made;

39 (13) The name and address of the site of each ~~[time-share]~~ **timeshare** property,
40 accommodation or facility which is participating in the exchange program;

41 (14) The number of units in each property participating in the exchange program which
42 are available for occupancy and which qualify for participation in the exchange program,
43 expressed within the following numerical groupings: 1-5, 6-10, 11-20, 21-50, and 51 and over;

44 (15) The number of owners with respect to each ~~[time-share]~~ **timeshare** plan or other
45 property which are eligible to participate in the exchange program expressed within the following
46 numerical groupings: 1-100, 101-249, 250-499, 500-999, and 1,000 and over; and a statement
47 of the criteria used to determine those owners who are currently eligible to participate in the
48 exchange program;

49 (16) The disposition made by the exchange company of ~~[time-shares]~~ **timeshares**
50 deposited with the exchange program by owners eligible to participate in the exchange program
51 and not used by the exchange company in effecting exchanges;

52 (17) The following information, which, except as provided in subsection 2 of this
53 section, shall be independently audited by a certified public accountant or accounting firm in
54 accordance with the standards of the Accounting Standards Board of the American Institute of
55 Certified Public Accountants and reported for each year no later than July first of the succeeding
56 year, beginning no later than July 1, 1986:

57 (a) The number of owners enrolled in the exchange program. Such numbers shall
58 disclose the relationship between the exchange company and owners as being either fee paying
59 or gratuitous in nature;

60 (b) The number of ~~[time-share]~~ **timeshare** properties, accommodations or facilities
61 eligible to participate in the exchange program categorized by those having a contractual
62 relationship between the developer or the association and the exchange company and those
63 having solely a contractual relationship between the exchange company and owners directly;

64 (c) The percentage of confirmed exchanges, which shall be the number of exchanges
65 confirmed by the exchange company divided by the number of exchanges properly applied for,
66 together with a complete and accurate statement of the criteria used to determine whether an
67 exchange request was properly applied for;

68 (d) The number of ~~[time-shares]~~ **timeshares** for which the exchange company has an
69 outstanding obligation to provide an exchange to an owner who relinquished a ~~[time-share]~~
70 **timeshare** during the year in exchange for a ~~[time-share]~~ **timeshare** in any future year;

71 (e) The number of exchanges confirmed by the exchange company during the year;

72 (18) A statement in boldfaced type to the effect that the percentage described in
73 paragraph (c) of subdivision (17) of this subsection is a summary of the exchange requests
74 entered with the exchange company in the period reported and that the percentage does not
75 indicate a purchaser's/owner's probabilities of being confirmed to any specific choice or range
76 of choices, since availability at individual locations may vary.

77 2. The information required by subsection 1 of this section shall be accurate as of a date
78 which is no more than thirty days prior to the date on which the information is delivered to the
79 purchaser; except that, the information required by subdivisions (2), (3), (13), (14), (15) and (17)
80 of subsection 1 of this section shall be accurate as of December thirty-first of the preceding year
81 if the information is delivered between July first and December thirty-first of any year;
82 information delivered between January first and June thirtieth of any year shall be accurate as
83 of December thirty-first of the year prior to the preceding year. At no time shall such
84 information be accurate as of a date which is more than eighteen months prior to the date of
85 delivery. All references in this subsection to the word "year" shall mean calendar year.

86 3. In the event an exchange company offers an exchange program directly to the
87 purchaser or owner, the exchange company shall deliver to each purchaser or owner,
88 simultaneously with such offering and prior to the execution of any contract between the
89 purchaser or owner and the exchange company, the information set forth in subsection 1 of this
90 section. The requirements of this subsection shall not apply to any renewal of a contract between
91 an owner and an exchange company.

92 4. Each exchange company shall include the statement set forth in subdivision (18) of
93 subsection 1 of this section on all promotional brochures, pamphlets, advertisements, or other
94 materials disseminated by the exchange company which also contain the percentage of confirmed
95 exchanges described in paragraph (c) of subdivision (17) of subsection 1 of this section.

96 5. An exchange company shall, on or before July first of each year, file with the attorney
97 general and secretary of the association for the ~~[time-share]~~ **timeshare** plan in which the
98 ~~[time-shares]~~ **timeshares** are offered or disposed, the information required by subsection 1 of
99 this section with respect to the preceding year. If the attorney general determines that any of the

100 information supplied fails to meet the requirements of this section, the attorney general may
101 undertake enforcement action against the exchange company in accordance with the provisions
102 of sections 407.600 to ~~[407.630]~~ **407.631**. No developer shall have any liability arising out of
103 the use, delivery or publication by the developer of written information provided to it by the
104 exchange company pursuant to this section. Except for written information provided to the
105 developer by the exchange company, no exchange company shall have any liability with respect
106 to any representation made by the developer relating to the exchange program or exchange
107 company; or the use, delivery or publication by the developer of any information relating to the
108 exchange program or exchange company. The failure of the exchange company to observe the
109 requirements of this section, or the use by it of any unfair or deceptive act or practice in
110 connection with the operation of the exchange program, shall be a violation of sections 407.600
111 to ~~[407.630]~~ **407.631**.

112 6. The offering of an exchange program in this state in conjunction with the offer or sale
113 of ~~[time-shares]~~ **timeshares** in this state shall not constitute a security under the laws of this
114 state.

407.630. 1. A ~~[time-share]~~ **timeshare** plan or ~~[time-share]~~ **timeshare** property is
2 merchandise under the provisions of this chapter and the sale or offering for sale of such plans
3 or property shall be subject to the provisions of sections 407.010 to 407.140, unless otherwise
4 specifically provided in sections 407.600 to ~~[407.630]~~ **407.631**.

5 2. Violation of any provision of sections 407.600 to 407.620 **or section 470.631** is a
6 class A misdemeanor.

**407.631. 1. Before engaging in any timeshare resale service, a resale service
2 provider shall provide a written contract to the consumer timeshare reseller that includes:**

3 **(1) The name, physical address, telephone number, and website address, if any, of
4 the resale service provider and any other agent or third party who shall provide any
5 timeshare resale service on behalf of the resale service provider;**

6 **(2) The name, physical address, telephone number, and email address of the escrow
7 agent, if applicable, that shall hold moneys or other property under this section;**

8 **(3) A complete description of the timeshare resale services;**

9 **(4) The duration of the contract for timeshare resale services expressed in days,
10 weeks, months, or years;**

11 **(5) A description of any fees, costs, or other consideration to be paid to the resale
12 service provider or an agent or third party acting on its behalf. Such fees shall include
13 marketing and advertising fees or commissions that are paid upon the sale of a resale
14 timeshare interest;**

51 subsection, unless one hundred percent of the moneys are deposited into an escrow account
52 until the timeshare resale service is completed and the following requirements are satisfied:

53 (a) The timeshare resale service provider presents an affidavit to the escrow agent
54 that all promised timeshare resale services have been performed, including delivery of a
55 copy of the recorded instrument or other legal document that evidences the transfer of
56 ownership or of legal title to the resale timeshare interest to both the consumer timeshare
57 reseller and the timeshare plan managing entity;

58 (b) The escrow agent's submission of the affidavit and a notice of right to dispute
59 the release of moneys or property in escrow to the consumer timeshare reseller. The notice
60 shall state that the consumer timeshare reseller shall have five business days after receipt
61 of such affidavit to submit a written dispute to the escrow agent that all promised
62 timeshare resale services have in fact not been fully performed by the resale service
63 provider. The consumer timeshare reseller may submit the dispute by email or regular
64 mail. The dispute is effective upon the date sent; and

65 (c) Failure of the consumer timeshare reseller to submit a dispute under subdivision
66 (b) of this subsection.

67

68 If the escrow agent receives conflicting demands for moneys or other property held in
69 escrow, the escrow agent shall immediately notify the commission of the dispute and either
70 promptly submit the matter to arbitration or, by interpleader or otherwise, seek an
71 adjudication of the matter by court. The commission may audit or examine any escrow
72 account required under this subsection. The resale service provider shall make documents
73 relating to the escrow account or escrow obligation available to the commission upon the
74 commission's request. The escrow agent shall retain all resale transfer agreements, escrow
75 account records, affidavits, and notices of dispute received pursuant to this subsection for
76 three years.

77 3. No individual consumer timeshare reseller who sells or transfers five or fewer
78 resale timeshare interests owned by that consumer timeshare reseller in a given calendar
79 year shall be subject to liability under subsection 3 of this section.

80 4. Engagement in any timeshare resale service, or receipt of consideration in
81 connection with any timeshare resale service, without an executed written contract as
82 required under this section creates a rebuttable presumption of a violation of this section.
83 The transfer of a resale timeshare interest to a person whom the resale service provider
84 knows or should have known has demonstrated a pattern of nonpayment of assessments,
85 taxes, or fees associated with the obligations of ownership creates a rebuttable presumption
86 of this as a violation of this section.

87 **5. Providing timeshare resale services with respect to a consumer resale timeshare**
88 **interest in a timeshare property located or offered within this state or required to be**
89 **registered in this state, including acting as an agent or third-party service provider for a**
90 **resale service provider, constitutes operating, conducting, engaging in, or carrying on a**
91 **business or business venture in this state.**

92 **6. A contract for timeshare resale services resulting from conduct in violation of**
93 **this section is voidable by the consumer timeshare reseller, and the resale service provider**
94 **shall return all consideration received under the contract to the consumer timeshare**
95 **reseller.**

96 **7. (1) A person or entity who violates the provisions of this section commits an**
97 **unfair trade practice and is subject to all civil penalties and remedies under law for the**
98 **violation.**

99 **(2) If a court, based upon the evidence presented by the parties, determines, in its**
100 **discretion, that a person's actions under this section were inadvertent, unintentional, and**
101 **not an effort to violate the provisions of this section, the court may hold that the person's**
102 **actions were nonmaterial, technical violations, and the court may assess a technical**
103 **violation penalty not exceeding two hundred dollars as its only penalty. The court's**
104 **determination that a violation is a nonmaterial, technical violation in no way prevents the**
105 **court from assessing full penalties under this section for any other violation it determines**
106 **to be a plan or scheme.**

107 **8. The consumer protection section of the attorney general's office may enforce this**
108 **section and impose penalties, including those under section 470.630; warning notices of**
109 **deficiency; cease and desist orders; and refunds of fees, costs, or compensation assessed or**
110 **received in violation of the section. A person aggrieved by the attorney general's final**
111 **administrative order may appeal the order to the administrative hearing commission. If**
112 **the person fails to timely request a hearing, the department may bring an action to enforce**
113 **its order.**

114 **9. Timeshare interests are subject to the protections of the Service Members Civil**
115 **Relief Act, 50 U.S.C. Section 3901 et seq.**

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