

7768--A

2015-2016 Regular Sessions

I N A S S E M B L Y

May 27, 2015

Introduced by M. of A. RUSSELL -- read once and referred to the Committee on Judiciary -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the lien law, in relation to a campground owner's lien

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. The lien law is amended by adding a new section 181 to read
2 as follows:

3 S 181. CAMPGROUND OWNER'S LIEN. 1. AS USED IN THIS ARTICLE:

4 (A) "CAMPGROUND" MEANS ANY PARCEL OR TRACT OF LAND, WHERE FIVE OR MORE
5 CAMPSITES ARE MADE AVAILABLE FOR USE AS TEMPORARY LIVING QUARTERS FOR
6 RECREATIONAL, CAMPING, TRAVEL OR SEASONAL USE.

7 (B) "CAMPGROUND OWNER" MEANS THE OWNER OR OPERATOR OF A CAMPGROUND OR
8 AN AGENT OF SUCH OWNER OR OPERATOR.

9 (C) "CAMPING SEASON" MEANS THE PERIOD OF TIME THAT A CAMPGROUND IS
10 OPEN FOR THE PURPOSE OF ALLOWING GUESTS TO OCCUPY CAMPSITES DURING THE
11 COURSE OF A YEAR.

12 (D) "GUEST" MEANS A PERSON WHO ENTERS INTO A WRITTEN OCCUPANCY AGREE-
13 MENT WITH A CAMPGROUND OWNER TO OCCUPY A CAMPSITE.

14 (E) "OCCUPANCY AGREEMENT" MEANS ANY WRITTEN AGREEMENT BETWEEN A CAMP-
15 GROUND OWNER AND GUEST THAT ESTABLISHES OR MODIFIES THE TERMS, CONDI-
16 TIONS, RULES OR ANY OTHER PROVISIONS CONCERNING THE USE AND OCCUPANCY OF
17 A CAMPSITE.

18 (F) "RECREATIONAL VEHICLE" MEANS A VEHICLE PRIMARILY DESIGNED AS
19 TEMPORARY LIVING QUARTERS FOR RECREATIONAL, CAMPING, TRAVEL, OR SEASONAL
20 USE THAT EITHER HAS ITS OWN MOTIVE POWER OR IS MOUNTED ON OR TOWED BY
21 ANOTHER VEHICLE.

22 2. A CAMPGROUND OWNER HAS A LIEN UPON A RECREATIONAL VEHICLE FOR OCCU-
23 PANCY FEES AND OTHER CHARGES THAT ARE SET FORTH IN AN OCCUPANCY AGREE-
24 MENT, TOGETHER WITH SUCH OTHER FEES AND CHARGES THAT A GUEST MAY INCUR
25 IN A STORE, MARINA OR SIMILAR FACILITY OWNED OR OPERATED BY THE CAMP-

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
[] is old law to be omitted.

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GROUND OWNER AND THE REASONABLE AND ACTUAL COSTS INCURRED BY THE CAMP-
GROUND OWNER IN ENFORCING A LIEN UNDER THIS CHAPTER, PROVIDED THAT SUCH
LIEN SHALL NOT EXTEND TO STORAGE FEES INCURRED AFTER THE END OF A CAMP-
ING SEASON OR THE DATE THAT A RECREATIONAL VEHICLE IS REMOVED FROM A
CAMPSITE PURSUANT TO THIS SECTION, WHICHEVER IS EARLIER.

3. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY UNLESS AN OCCUPANCY
AGREEMENT CONTAINS A CLAUSE ALERTING A GUEST THAT A DEFAULT IN THE
PAYMENT OF OCCUPANCY FEES AND OTHER CHARGES FOR A PERIOD OF THIRTY DAYS
MAY RESULT IN THE CAMPGROUND OWNER TAKING POSSESSION OF THE GUEST'S
RECREATIONAL VEHICLE AND OTHER PERSONAL PROPERTY AND SELLING SAME PURSU-
ANT TO THE TERMS OF ARTICLE NINE OF THIS CHAPTER.

4. A CAMPGROUND OWNER SHALL NOT EXERCISE ANY OF THE RIGHTS AND PRIVI-
LEGES UNDER THIS SECTION UNTIL A GUEST HAS BEEN IN DEFAULT IN THE
PAYMENT OF OCCUPANCY FEES AND OTHER CHARGES FOR A PERIOD OF THIRTY DAYS,
AFTER WHICH TIME THE CAMPGROUND OWNER SHALL PROVIDE THE GUEST WITH WRIT-
TEN NOTICE SERVED PERSONALLY IF SUCH GUEST IS OCCUPYING HIS OR HER
RECREATIONAL VEHICLE AT THE CAMPGROUND AT THE TIME OF SERVICE OR BY
ORDINARY MAIL AND CERTIFIED MAIL DIRECTED TO THE ADDRESS CONTAINED IN
THE OCCUPANCY AGREEMENT IF SUCH GUEST IS NOT OCCUPYING HIS OR HER RECRE-
ATIONAL VEHICLE AT THE TIME OF SERVICE, WHICH NOTICE SHALL CONTAIN THE
FOLLOWING:

(A) A STATEMENT THAT THE GUEST IS IN DEFAULT FOR A PERIOD OF THIRTY
DAYS OR MORE UNDER THE TERMS AND CONDITIONS OF HIS OR HER OCCUPANCY
AGREEMENT;

(B) THE AMOUNT OF SUCH DEFAULT;

(C) A DEMAND FOR PAYMENT WITHIN FIFTEEN DAYS FROM THE DATE THAT NOTICE
WAS MAILED;

(D) A STATEMENT THAT, UPON A FAILURE TO PAY SUCH AMOUNT, THE GUEST'S
RECREATIONAL VEHICLE AND OTHER PROPERTY WILL BE REMOVED FROM HIS OR HER
CAMPSITE AND THAT THE CAMPGROUND OWNER WILL COMMENCE PROCEEDINGS TO
ENFORCE ITS LIEN PURSUANT TO THE PROVISIONS OF ARTICLE NINE OF THIS
CHAPTER;

(E) A STATEMENT ADVISING THE GUEST THAT HE OR SHE MAY BRING AN ACTION
AGAINST THE CAMPGROUND OWNER PURSUANT TO SECTION TWO HUNDRED ONE-A OF
THIS CHAPTER IF HE OR SHE CONTESTS THE VALIDITY OR AMOUNT OF THE LIEN;
AND

(F) THE TIMES AND DATES THAT THE GUEST MAY RETRIEVE HIS OR HER RECRE-
ATIONAL VEHICLE UPON PAYMENT OF THE AMOUNT OF THE LIEN AND/OR OTHER
PERSONAL PROPERTY BELONGING TO THE GUEST WITHOUT PAYMENT OF SUCH AMOUNT.
IF SUCH PERSONAL PROPERTY REMAINS UNCLAIMED, IT WILL BE SOLD WITH THE
RECREATIONAL VEHICLE PURSUANT TO THE PROVISIONS OF ARTICLE NINE OF THIS
CHAPTER.

5. A LIKE NOTICE SHALL BE SERVED BY CERTIFIED MAIL UPON ANY PERSON WHO
SHALL HAVE GIVEN TO THE LIENOR NOTICE OF AN INTEREST IN THE PROPERTY
SUBJECT TO THE LIEN OR IS LISTED AS A LIENHOLDER UPON THE CERTIFICATE OF
TITLE OF THE RECREATIONAL VEHICLE PURSUANT TO THE PROVISIONS OF THE
VEHICLE AND TRAFFIC LAW.

S 2. This act shall take effect immediately.