S T A T E O F N E W Y O R K

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:

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

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

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

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

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

(D) "GUEST" MEANS A PERSON WHO ENTERS INTO A WRITTEN OCCUPANCY AGREEMENT WITH A CAMPGROUND OWNER TO OCCUPY A CAMPSITE.

(E) "OCCUPANCY AGREEMENT" MEANS ANY WRITTEN AGREEMENT BETWEEN A CAMPGROUND OWNER AND GUEST THAT ESTABLISHES OR MODIFIES THE TERMS, CONDITIONS, RULES OR ANY OTHER PROVISIONS CONCERNING THE USE AND OCCUPANCY OF A CAMPSITE.

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

2. A CAMPGROUND OWNER HAS A LIEN UPON A RECREATIONAL VEHICLE FOR OCCUPANCY FEES AND OTHER CHARGES THAT ARE SET FORTH IN AN OCCUPANCY AGREEMENT, TOGETHER WITH SUCH OTHER FEES AND CHARGES THAT A GUEST MAY INCUR 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.

LBD06258-04-5

GROUND OWNER AND THE REASONABLE AND ACTUAL COSTS INCURRED BY THE CAMPGROUND OWNER IN ENFORCING A LIEN UNDER THIS CHAPTER, PROVIDED THAT SUCH LIEN SHALL NOT EXTEND TO STORAGE FEES INCURRED AFTER THE END OF A CAMPING 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 PURSUANT TO THE TERMS OF ARTICLE NINE OF THIS CHAPTER.

4. A CAMPGROUND OWNER SHALL NOT EXERCISE ANY OF THE RIGHTS AND PRIVILEGES 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 WRITTEN 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 RECREATIONAL 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 RECREATIONAL 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.