

PRESIDENT: Thank you. Senator Landis, please.

SENATOR LANDIS: Thank you, Mr. Speaker, members of the Legislature. It should not be lost on us this morning that we're talking about not just one or two isolated circumstances here. This isn't a case where one constituent gets burned, comes to you, wants retribution for the other side, wants you to write a bill to punish the person who they felt took them to the cleaners. There is clearly, as established by our public hearing in Banking, Commerce and Insurance, a course of conduct out there of very severe trade deceptions. It's out there. These include such things as misrepresentations about what the kinds of gifts are, unwilling or unsuspecting individuals being forced to pay large sums for postage and handling to get these items, which are never known to them before they come, the not showing of the full body of the contract while they then get the signature of the individual, but most importantly what happens is that the verbal commentary by the salesman is different than what is in the contract. Now, you might think there would be a very easy form of remedy for that. And, in fact, if this was the sale of a good, the Uniform Commercial Code calls these things express warranties. If I'm selling you a good, under the Uniform Commercial Code, and I make a verbal statement about the quality of that good, the pricing of that good, the financing arrangements of that good, and that oral expression between us, even though it's not in the contract, is part of your reason for signing the contract, the UCC says that's an obligation, it's an express warranty. And, if you say it, no matter whether it's in the contract or not, it's binding. The trouble with the UCC in this situation is it doesn't cover these kinds of contracts. The UCC applies to the sale of goods, it does not apply to the sale of services, which is what this campground membership is. So, if I give you a contract and I tell you what's in the contract, or I say, I'll tell you what, it's not there in the contract, but you can have three days to go home, think it over and call me back, and if you don't like it, I'll rip it up. Now, if I'm the seller of a car, that statement is binding. If I'm the seller of a refrigerator, that statement is binding, under the Uniform Commercial Code. It is not binding for the salesman of a camp membership, and we have dozens, and dozens of pieces of evidence that say this is what's happening. People walking out and saying, listen, if you don't like it, call me back in a week and I'll rip it up. Except they call them back in a week, they've changed their mind, they say, you've got a