

§ 93A-67. Resale service providers.

(a) Before engaging in resale advertising services, a resale service provider must provide to the consumer timeshare reseller in writing (i) a description of any fees or costs related to the services that the consumer timeshare reseller, or any other person, is required [to] pay to the resale service provider or to any third party and (ii) a description of when the fees or costs are due.

(b) A resale service provider may not engage in real estate broker activities described in Article 1 of this Chapter without being the holder of an active license in accordance with Article 1 of this Chapter.

(c) In the course of offering resale advertising services, a resale advertiser may not do any of the following:

- (1) State or imply that the resale advertiser will provide or assist in providing any type of direct sales or resale brokerage services other than the advertising of the consumer resale timeshare for sale or rent by the consumer timeshare reseller.
- (2) State or imply to a consumer timeshare reseller, directly or indirectly, that the resale advertiser has identified a person interested in buying or renting the timeshare resale interest without providing the name, address, and telephone number of the represented interested resale purchaser.
- (3) State or imply to a consumer timeshare reseller, directly or indirectly, that sales or rentals have been achieved or generated as a result of its advertising services unless the resale advertiser, at the time of making that representation, possesses and is able to provide documentation to substantiate the statement or implication made to the consumer timeshare reseller. In addition, to the extent that a resale advertiser states or implies to a consumer timeshare reseller that the resale advertiser has sold or rented any specific number of timeshares, the resale advertiser must also provide the consumer timeshare reseller the ratio or percentage of all the timeshares that have resulted in a sale versus the number of timeshares advertised for sale by the resale advertiser for each of the previous two calendar years if the statement or implication is about a sale or sales, or the ratio or percentage of all the timeshares that have actually resulted in a rental versus the number of timeshares advertised for rental by the resale advertiser for each of the previous two calendar years if the statement or implication is about a rental or rentals.
- (4) State or imply to a consumer timeshare reseller that the timeshare has a specific resale value.
- (5) Make or submit any charge to a consumer timeshare reseller's credit card account, make or cause to be made any electronic transfer of consumer timeshare reseller funds, or collect any payment from a consumer timeshare reseller that exceeds an aggregate total amount of seventy-five dollars (\$75.00) or more in any 12-month period unless the following have occurred:
 - a. The consumer timeshare reseller has been provided a copy of the terms and conditions of the contract for resale advertising services and the consumer timeshare reseller has agreed to those terms and conditions by mail or electronic transmission.
 - b. The resale advertiser has received a written contract complying in all respects with this section and that has been signed by the consumer timeshare reseller.
- (6) Engage in any resale advertising services for compensation or other valuable consideration without first obtaining a written brokerage agreement to provide resale advertising services signed by the consumer timeshare reseller.

Notwithstanding any other law to the contrary, the contract must be printed in at least 12-point type and must contain the following information:

- a. The name, address, telephone number, and internet address, if any, of the resale advertiser and a mailing address and email address to which a contract cancellation notice may be delivered at the consumer timeshare reseller's election.
- b. A complete description of all resale advertising services to be provided, including, but not limited to, details regarding the publications, internet sites, and other media in or on which the consumer resale timeshare will be advertised; the dates or time intervals for such advertising or the minimum number of times such advertising will be run in each specific medium; the itemized cost to the consumer timeshare reseller of each resale advertising service to be provided; and a statement of the total cost to the consumer timeshare reseller of all resale advertising services to be provided.
- c. A statement printed in conspicuous type immediately preceding the space in the contract provided for the consumer timeshare reseller's signature in substantially the following form:

"Timeshare Owner's Right of Cancellation

[Insert name of resale advertiser] will provide resale advertising services pursuant to this contract. If the resale advertiser represents that they have identified a person who is interested in purchasing or renting your timeshare, then the resale advertiser must provide you with the name, address, and telephone number of such represented interested resale purchaser.

You have an unwaivable right to cancel this contract for any reason within five days after the date you sign this contract. If you decide to cancel this contract, you must notify [insert name of resale advertiser] in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to [insert resale advertiser's physical address] or to [insert resale advertiser's email address]. Your refund will be made within 20 days after receipt of notice of cancellation or within five days after receipt of funds from your cleared check, whichever is later.

You are not obligated to pay [insert name of resale advertiser] any money unless you sign this contract and return it to the retail advertiser.

Important: Before signing this contract, you should carefully review your original purchase document and other timeshare program documents to determine whether the developer has reserved a right of first refusal or other option to purchase your timeshare or to determine whether there are any restrictions or special conditions applicable to the resale or rental of your timeshare."

- d. A statement that any resale contract entered into by or on behalf of the consumer timeshare reseller must comply in all respects with G.S. 93A-65, including the provision of a five-day cancellation period for the prospective consumer resale purchaser.
- (7) Fail to honor any cancellation notice sent by the consumer timeshare reseller within five days after the date the consumer timeshare reseller signs the contract for resale advertising services.

(8) Fail to provide a full refund of all money paid by a consumer timeshare reseller within 20 days after receipt of notice of cancellation or within five days after receipt of funds from a cleared check, whichever is later.

(d) If a resale service provider uses a contract for resale advertising services that fails to comply with the requirements of this section, the contract shall be voidable at the option of the consumer timeshare reseller for a period of one year after the date it is executed by the consumer timeshare reseller.

(e) Notwithstanding obligations placed upon any other persons by this section, it is the duty of a resale service provider to supervise, manage, and control all aspects of the offering of resale advertising services by any agent or employee of the resale service provider. Any violation of this section that occurs during that offering shall be deemed a violation by the resale service provider as well as by the person actually committing the violation.

(f) Providing resale advertising services with respect to a consumer resale timeshare in a timeshare property located or offered within this State, or in a multisite timeshare program registered or required to be registered to be offered in this State, including acting as an agent or third-party service provider for a resale service provider, constitutes operating, conducting, engaging in, or carrying on a business or business venture in this State.

(g) If a resale service provider also offers timeshare transfer services, the resale service provider must comply with G.S. 93A-68.

(h) Any violation of this section is an unfair or deceptive act or practice prohibited by G.S. 75-1.1. (2021-163, s. 1(c); 2021-192, s. 5(a).)