

**VACATION CERTIFICATE CHECKLIST - SELLERS OF TRAVEL**  
**Sections 559.926-559.939, Florida Statutes**

*(Disclaimer: This checklist is provided for general informational purposes only and is not intended to provide legal advice. Each seller of travel should consult with its own legal counsel with respect to its particular circumstances and obligations under the Sections 559.926 – 559.939, Florida Statutes.)*

**DOCUMENT SUBMISSION FEE: \$100.**

**559.932(1)** It shall be unlawful for any seller of travel to fail to provide each person solicited with a contract which shall include the following:

- 1 \_\_\_\_\_ **559.932(1)(a)** A space for the date, name, address, and signature of the purchaser.
- 2 \_\_\_\_\_ **559.932(1)(b)** The expiration date of the vacation certificate and the terms and conditions of its extension or renewal, if available.
- 3 \_\_\_\_\_ **559.932(1)(c)** The name and business address of any seller of travel who may solicit vacation certificate purchasers for further purchases, and a full and complete statement as to the nature and method of that solicitation.
- 4 \_\_\_\_\_ **559.932(1)(d)** The total financial obligation of the purchaser which shall include the initial purchase price and any additional charges to which the purchaser may be subject, including, but not limited to, any per diem, seasonal, reservation, or recreational charge.
- 5 \_\_\_\_\_ **559.932(1)(e)** The name and street address of any person who has the right to alter, amend, or add to the charges to which the purchaser may be subject and the terms and conditions under which such charges may be imposed.
- 6 \_\_\_\_\_ **559.932(1)(f)** If any accommodation or facility which a purchaser acquires the right to use pursuant to the vacation certificate is not completed at the time the certificate is offered for sale, the date of availability of each component of the accommodation or facility.
- 7 \_\_\_\_\_ **559.932(1)(g)** By means of a section entitled "terms and conditions":
  - 8 \_\_\_\_\_ **559.932(1)(g)1.** All eligibility requirements for use of the vacation certificate, including, but not limited to, age, sex, marital status, group association, residency, or geographic limitations.
  - 9 \_\_\_\_\_ **559.932(1)(g)2.** All eligibility requirements for use of any discount or complimentary coupon or ticket.
  - 10 \_\_\_\_\_ **559.932(1)(g)3.** A statement as to whether transportation and meals are provided pursuant to use of the certificate.
  - 11 \_\_\_\_\_ **559.932(1)(g)4.** Any room deposit requirement, including all conditions for its return or refund.
  - 12 \_\_\_\_\_ **559.932(1)(g)5.** The manner in which reservation requests are to be made and the method by which they are to be confirmed.
  - 13 \_\_\_\_\_ **559.932(1)(g)6.** Any identification, credential, or other means by which a purchaser must establish her or his entitlement to the rights, benefits, or privileges of the vacation certificate.
  - 14 \_\_\_\_\_ **559.932(1)(g)7.** Any restriction or limitation upon transfer of the vacation certificate or any right, benefit, or privilege thereunder.
  - 15 \_\_\_\_\_ **559.932(1)(g)8.** Any other term, limitation, condition, or requirement material to use of the vacation certificate or any right, benefit, or privilege thereunder.

**CANCELLATION CLAUSES:**

16 \_\_\_\_\_ **559.932(1)(h)** In immediate proximity to the space reserved in the contract for the date and the name, address, and signature of the purchaser, the following statement in boldfaced type of a size of 10 points:

**“YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN 30 DAYS FROM THE DATE OF PURCHASE OR RECEIPT OF THE VACATION CERTIFICATE, WHICHEVER OCCURS LATER.”**

**“YOU MAY ALSO CANCEL THIS CONTRACT IF ACCOMMODATIONS OR FACILITIES ARE NOT AVAILABLE PURSUANT TO A REQUEST FOR USE AS PROVIDED IN THE CONTRACT.”**

**“TO CANCEL THIS AGREEMENT, A SIGNED AND DATED COPY OF A STATEMENT THAT YOU ARE CANCELING THE AGREEMENT SHOULD BE MAILED AND POSTMARKED, OR DELIVERED TO ... (NAME)... AT ...(ADDRESS)... NO LATER THAN MIDNIGHT OF .... (DATE)....”**

17 \_\_\_\_\_ **559.932(i)** In immediate proximity to the statement required in paragraph (h), the following statement in boldfaced type of a size of 12 points:

**"NO PURCHASER SHOULD RELY UPON REPRESENTATIONS OTHER THAN THOSE INCLUDED IN THIS CONTRACT."**

However, inclusion of this statement shall not impair any purchaser's right to bring legal action based on verbal statements.

18 \_\_\_\_\_ **559.932(1)(j)** In immediate proximity to the statement required in paragraph (i), the following statement:

**"This contract is for the purchase of a vacation certificate and puts all assignees on notice of the consumer's right to cancel under section 559.933, Florida Statutes."**

19 \_\_\_\_\_ **559.932(2)** If a sale or agreement to purchase a vacation certificate is completed over the telephone, the seller shall inform the purchaser over the telephone that:

- (a) The purchaser may cancel the contract without any penalty or obligation within 30 days from the date of purchase or receipt of the vacation certificate, whichever occurs later.
- (b) The purchaser may also cancel the contract if accommodations or facilities are not available upon request for use as provided in the contract.

**NOTE: IF YOU MAKE ANY CHANGES TO THESE DOCUMENTS THEY MUST BE SUBMITTED TO THE DEPARTMENT FOR REVIEW PRIOR TO THE SALE OF ANY VACATION CERTIFICATE.**