

**§ 66-120. Buyer's rights.**

Every seller of a prepaid entertainment contract must:

- (1) Deliver to the buyer all information of a personal or private nature, including but not limited to answers to tests or questionnaires, photographs, evaluations, and background information, within 30 days after request therefor;
- (2) Refund to the buyer at least ninety percent (90%) of the pro rata cost of any unused services, within 30 days after request therefor, if:
  - a. The buyer is unable to receive benefits from the seller's services by reason of death or disability; or
  - b. The buyer relocates more than eight miles from his present location, and more than 30 miles from the seller's facility and any substantially similar facility that will accept the seller's obligation under the contract and this Article; or
  - c. The seller relocates his facility more than eight miles from its present location, or the services provided by the seller are materially impaired.
- (3) Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 30 days after request therefor, if the aggregate price of all contracts in force between the parties exceeds one thousand five hundred dollars (\$1,500). Provided, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent (25%) of the pro rata cost of unused services on all contracts, not to exceed five hundred dollars (\$500.00). (1979, c. 833, s. 1.)