

1993 Senate Bill 730

Date of enactment: **April 20, 1994**

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## 1993 WISCONSIN ACT 390

AN ACT to create 134.68 of the statutes, relating to: a right to cancel dating services contracts and providing a penalty.

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

**SECTION 1.** 134.68 of the statutes is created to read:

**134.68 Dating service contracts.** (1) In this section, "dating service" means a service that purports to assist a person in obtaining friendship or companionship through a program in which a person is provided an opportunity to meet other persons.

(2) The seller of dating services shall give the buyer a copy of the written contract at the time that the buyer signs the contract.

(3) Every contract for a dating service shall contain all of the following:

(a) A caption printed in boldface, uppercase type of not less than 10-point size entitled "CANCELLATION AND REFUNDS".

(b) A provision under the caption stating: "RIGHT TO CANCEL. You are permitted to cancel this contract until midnight of the 3rd day after the date on which you signed the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying .... (the seller) by any writing mailed or delivered to .... (the seller) at the address shown on the contract, within the previously described time period. If you do so cancel, any payments made by you will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by .... (the seller) and arrangements will be made to relieve you of any further obligation to pay the same."

(4) Every contract for dating services shall be for a specified length of time not exceeding 2 years and shall clearly disclose the full price of the buyer's contractual obligation including any interest or other charges.

(5) (a) No person may collect or by contract require a buyer to pay more than \$100 for dating services before the buyer receives or has the opportunity to receive those services unless the person selling dating services establishes proof of financial responsibility by maintaining any of the following commitments approved by the department of justice in an amount not less than \$25,000:

1. A bond.
2. A certificate of deposit.
3. An established escrow account.
4. An irrevocable letter of credit.

(b) The commitment described in par. (a) shall be established in favor of or made payable to the state, for the benefit of any buyer who does not receive a refund under the contractual provision described in sub. (3). The person selling dating services shall file with the department of justice any agreement, instrument or other document necessary to enforce the commitment against the person selling dating services or any relevant 3rd party, or both.

(6) Any contract for a dating service is unenforceable against the buyer and is a violation of this section if the contract does not comply with the requirements of this section or the seller fails to perform in accordance with the contractual provisions required under this section.

(7) (a) The department of justice or any district attorney may on behalf of the state:

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1. Bring an action for temporary or permanent injunctive or other relief in any court of competent jurisdiction for any violation of this section. The court may in its discretion, upon entry of final judgment, award restitution when appropriate to any person suffering loss because of violations of this section if proof of such loss is submitted to the satisfaction of the court.

2. Bring an action in any court of competent jurisdiction for the recovery of civil forfeitures against any person who violates this section in an amount not less than \$100 nor more than \$10,000 for each violation.

(b) The department of justice may bring an action in circuit court to recover on a financial commitment maintained under sub. (5) against a person selling dating services or relevant 3rd party, or both, on behalf of any buyer who does not receive a refund due under the contractual provision described in sub. (3).

(c) Any person injured by a breach of a contract for dating services may bring a civil action to recover damages together with costs and disbursements, including reasonable attorney fees, and such other equitable relief as may be determined by the court.

