

Effective 5/28/2021

Superseded 5/4/2022

13-23-3 Contracts for health spa services.

- (1)
 - (a) A contract for the purchase of a health spa service shall be in writing.
 - (b) The written contract described in Subsection (1)(a) shall constitute the entire agreement between the consumer and the health spa.
- (2)
 - (a) The health spa shall provide the consumer with a fully completed copy of the contract required by Subsection (1):
 - (i) at the time of the contract's execution; and
 - (ii) at any time, upon the consumer's request.
 - (b) The copy described in Subsection (2)(a) shall show:
 - (i) the date of the transaction;
 - (ii) the name and address of the health spa;
 - (iii) the name, address, and telephone number of the consumer; and
 - (iv) the consumer's primary location.
- (3)
 - (a) A contract described in Subsection (1):
 - (i) may not have a term in excess of 36 months; and
 - (ii) subject to Subsection (3)(b), may include an automatic renewal provision.
 - (b) An automatic renewal provision described in Subsection (3)(a) is effective if notice of the automatic renewal provision is provided to the consumer no sooner than 60 days before, and no later than 30 days before, the day on which the contract automatically renews.
 - (c) Except for a lifetime membership sold before May 1, 1995, a health spa may not offer a lifetime membership.
- (4) A contract described in Subsection (1) or an attachment to the contract shall clearly state each rule of the health spa that applies to:
 - (a) the consumer's use of the health spa's facilities and services; and
 - (b) cancellation and refund policies of the health spa.
- (5) A contract described in Subsection (1) shall specify which equipment or facility of the health spa:
 - (a) is omitted from the contract's coverage; or
 - (b) may be changed at the health spa's discretion.
- (6) A contract described in Subsection (1) shall clearly:
 - (a) state the consumer's rescission rights under Section 13-23-4; and
 - (b) provide an email address and a mailing address where the consumer can send the health spa a notice of intent to rescind the contract.
- (7)
 - (a) Except as permitted under Subsection (7)(b), a health spa may not assign a contract for a health spa service to a health spa that requires the consumer to obtain a contracted health spa service at a health spa facility farther than five miles from the consumer's primary location, unless the health spa:
 - (i) provides the consumer the option to cancel the contract; and
 - (ii) receives approval from the consumer to assign the contract.
 - (b) A health spa may assign a consumer's contract for a health spa service without complying with Subsection (7)(a), if:

- (i) during the 60-day period immediately before the day on which the health spa assigns the consumer's contract, the consumer uses a health spa facility operated by the assignee more frequently than the consumer's primary location;
 - (ii) the assignee changes the consumer's primary location to the health spa facility described in Subsection (7)(b)(i); and
 - (iii) the health spa has a reciprocity agreement with the assignee.
- (8)
 - (a) Except as permitted under Subsection (8)(b), before a health spa changes a consumer's primary location to a health spa facility farther than five miles from the consumer's primary location, the health spa shall provide the consumer the option to:
 - (i) cancel the contract for a health spa service; or
 - (ii)
 - (A) continue the contract at the new health spa facility; and
 - (B) designate the new health spa facility as the consumer's primary location.
 - (b) A health spa may change a consumer's primary location without providing the consumer the option described in Subsection (8)(a), if:
 - (i) during the 60-day period immediately before the day on which the health spa changes the consumer's primary location, the consumer uses a health spa facility other than the consumer's primary location more frequently than the consumer's primary location; and
 - (ii) the health spa changes the consumer's primary location to the health spa facility described in Subsection (8)(b)(i).
- (9) The provisions of this section apply regardless of when the execution of a contract described in Subsection (1)(a) occurs.