

Effective 5/6/2026

Chapter 23

Fitness Center Services Protection Act

Part 1

General Provisions

13-23-101 Definitions.

As used in this chapter:

- (1) "Business enterprise" means a sole proprietorship, partnership, association, joint venture, corporation, limited liability company, or other entity used in carrying on a business.
- (2) "Consumer" means a purchaser of fitness center services for consideration.
- (3) "Division" means the Division of Consumer Protection established under Section 13-2-102.
- (4)
 - (a) "Fitness center" means a business enterprise that provides access to a facility:
 - (i) for a charge or a fee; and
 - (ii) for the development or preservation of physical fitness or well-being, through exercise, weight control, or athletics.
 - (b) "Fitness center" does not include:
 - (i) a licensed physician who operates a facility at which the physician engages in the practice of medicine;
 - (ii) a hospital, intermediate care facility, or skilled nursing care facility;
 - (iii) a public or private school, college, or university;
 - (iv) the state or a political subdivision of the state;
 - (v) the United States or a political subdivision of the United States;
 - (vi) a person offering instruction if the person does not:
 - (A) utilize an employee or independent contractor; or
 - (B) grant a consumer the use of a facility containing exercise equipment;
 - (vii) a business enterprise, the primary operation of which is to teach self-defense or a martial art, including kickboxing, judo, or karate;
 - (viii) a business enterprise, the primary operation of which is to teach or allow an individual to develop a specific skill rather than develop or preserve physical fitness, including gymnastics, tennis, rock climbing, or a winter sport;
 - (ix) a business enterprise, the primary operation of which is to teach or allow an individual to practice yoga or Pilates;
 - (x) a private employer who owns and operates a facility exclusively for the benefit of the employer's employees, retirees, or family members, if the operation of the facility:
 - (A) is only incidental to the overall function and purpose of the employer's business; and
 - (B) is offered on a nonprofit basis;
 - (xi) an individual providing professional services within the scope of the individual's license with the Division of Professional Licensing;
 - (xii) a country club;
 - (xiii) a nonprofit religious, ethnic, or community organization;
 - (xiv) a residential weight reduction center;
 - (xv) a business enterprise that only offers virtual services;
 - (xvi) a business enterprise that only offers a credit for a service that a separate business enterprise offers;

- (xvii) the owner of a lodging establishment, as defined in Section 29-2-102, if the owner only provides access to the lodging establishment's facility to:
 - (A) a guest, as defined in Section 29-2-102; or
 - (B) an operator or employee of the lodging establishment;
 - (xviii) an association, declarant, owner, lessor, or developer of a residential housing complex, planned community, or development, if at least 80% of the individuals accessing the facility reside in the housing complex, planned community, or development; or
 - (xix) a person offering a personal training service exclusively as an employee or independent contractor of a fitness center.
- (5) "Fitness center facility" means a facility to which a business entity provides access:
- (a) for a charge or a fee; and
 - (b) for the development or preservation of physical fitness or well-being, through exercise or athletics.
- (6)
- (a) "Fitness center service" means instruction, a service, a privilege, or a right that a fitness center offers for sale.
 - (b) "Fitness center service" includes a personal training service.
- (7) "Personal training service" means the personalized instruction, training, supervision, or monitoring of an individual's physical fitness or well-being, through exercise or athletics.
- (8) "Primary location" means the fitness center facility that a fitness center designates in a contract for fitness center services as the fitness center facility the consumer in the contract will primarily use for fitness center services.

Renumbered and Amended by Chapter 95, 2026 General Session

13-23-102 Contracts for fitness center services.

- (1)
- (a) A contract for the purchase of a fitness center service shall be in writing.
 - (b) The written contract described in Subsection (1)(a) shall constitute the entire agreement between the consumer and the fitness center.
- (2)
- (a) The fitness center 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 fitness center;
 - (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 fitness center 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 fitness center that applies to:
 - (a) the consumer's use of the fitness center's facilities and services; and
 - (b) cancellation and refund policies of the fitness center.
- (5) A contract described in Subsection (1) shall specify which equipment or facility of the fitness center:
 - (a) is omitted from the contract's coverage; or
 - (b) may be changed at the fitness center's discretion.
- (6) A contract described in Subsection (1) shall clearly:
 - (a) state the consumer's rescission rights under Section 13-23-103; and
 - (b) provide an email address and a mailing address where the consumer can send the fitness center a notice of intent to rescind the contract.
- (7)
 - (a) If a consumer and a fitness center enter into a contract described in Subsection (1) before May 4, 2022, the fitness center may:
 - (i) assign the contract to another fitness center that requires the consumer to obtain a contracted fitness center service at a fitness center facility within five driving miles from the consumer's initial primary location; or
 - (ii) change the consumer's primary location to a fitness center facility within five driving miles from the consumer's initial primary location.
 - (b) If a consumer and a fitness center enter into a contract described in Subsection (1) on or after May 4, 2022, the fitness center may not:
 - (i) assign the contract to another fitness center that requires the consumer to obtain a contracted fitness center service at a fitness center facility within five driving miles from the consumer's initial primary location, unless the fitness center that enters into the contract includes in the contract a disclaimer that:
 - (A) is in at least 12-point, bold font on the first page of the contract; and
 - (B) states that the fitness center may assign the contract to another fitness center requiring the consumer to obtain a contracted fitness center service at another facility within five driving miles from the consumer's initial primary location; or
 - (ii) change the consumer's primary location to a fitness center facility within five driving miles from the consumer's initial primary location, unless the fitness center includes in the contract a disclaimer that:
 - (A) is in at least 12-point, bold font on the first page of the contract; and
 - (B) states that the fitness center may change the consumer's primary location to a fitness center facility within five driving miles from the consumer's initial primary location.
- (8)
 - (a) Except as permitted under Subsection (8)(b), a fitness center may not assign a contract for a fitness center service to a fitness center that requires the consumer to obtain a contracted fitness center service at a fitness center facility farther than five driving miles from the consumer's initial primary location, unless the fitness center:
 - (i) provides the consumer the option to cancel the contract; and
 - (ii) receives approval from the consumer to assign the contract.
 - (b) A fitness center may assign a consumer's contract for a fitness center service without complying with Subsection (8)(a), if:

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

Renumbered and Amended by Chapter 95, 2026 General Session

13-23-103 Rescission.

- (1) A consumer may rescind a contract for the purchase of a fitness center service by emailing or mailing written notice of the consumer's intent to rescind:
 - (a) to the email address or mailing address the fitness center provides in the contract, in accordance with Subsection 13-23-102(6)(b); and
 - (b)
 - (i) before midnight of the third business day after the day on which the consumer and fitness center execute the contract, as recorded by timestamp or postmark; or
 - (ii) if a consumer and fitness center execute the contract when the consumer's primary location is not fully operational and available for use, before midnight of the third business day after the day on which the consumer's primary location becomes fully operational and available for use, as recorded by timestamp or postmark.
- (2) A consumer who rescinds a contract under this section is entitled to a refund of every payment the consumer made, less the reasonable value of any fitness center service the consumer actually received.
- (3) The preparation and processing of the contract or other document is not a fitness center service that the fitness center may deduct under Subsection (2) from any refundable amount.
- (4) In an enforcement action that the division initiates, a fitness center has the burden of proving that any value the fitness center retains under Subsection (2) is reasonable.
- (5) The rescission of a contract under this section is effective upon the fitness center's receipt of written notice of the consumer's intent to rescind the contract.

Renumbered and Amended by Chapter 95, 2026 General Session

13-23-104 Registration -- Bond or certificate of deposit required -- Penalties.

- (1) A fitness center may not operate a fitness center facility in this state unless the fitness center registers the fitness center facility with the division in accordance with this section.
- (2) To register or renew a registration for a fitness center facility, a person shall submit to the division a registration application:
 - (a) in a manner the division determines; and
 - (b) that includes:
 - (i) a registration fee in an amount the division determines in accordance with Section 63J-1-504;
 - (ii) a designated registered agent for service of process in the state and the registered agent's:
 - (A) name;
 - (B) street address;
 - (C) mailing address; and
 - (D) telephone number;
 - (iii) a copy of the fitness center's liability policy of insurance that:
 - (A) covers the fitness center; and
 - (B) is in effect at the time of the registration or registration renewal; and
 - (iv) any other information that the division requires by rule that the division makes in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.
- (3)
 - (a) A fitness center facility's registration is effective for one year after the day on which the division approves the fitness center's registration application.
 - (b) To renew a fitness center facility registration under this section, the fitness center shall submit a registration renewal application in accordance with Subsection (2) at least 30 days before the day on which the fitness center facility's registration expires.
- (4) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the division may establish:
 - (a) the initial fitness center facility registration process, including the content of any forms;
 - (b) the fitness center facility registration renewal process, including the content of any forms; and
 - (c) a surety exemption process, including the content of any forms.
- (5) If a fitness center fails to submit a complete registration renewal application before the day on which a fitness center facility's registration expires, the fitness center shall pay a fee of \$25 for each month or part of a month that passes:
 - (a) after the day on which the registration expires; and
 - (b) before the day on which the fitness center submits a complete registration renewal application.
- (6) The fee described in Subsection (5) is in addition to the registration renewal fee described in Subsection (2)(b)(i).
- (7)
 - (a) Except as provided in Section 13-23-105, for each fitness center facility a fitness center operates, the fitness center shall obtain and maintain:
 - (i) a surety bond issued by a surety authorized to transact surety business in this state; or
 - (ii) a certificate of deposit in a financial institution authorized under the laws of this state or the United States to accept deposits from the public.

- (b) The fitness center shall make the bond or certificate of deposit described in Subsection (7)(a) payable to the division for the benefit of a consumer who incurs damages as the result of the fitness center:
- (i) violating this chapter; or
 - (ii) going out of business.
- (c) After each consumer recovers actual damages, the division may recover from the surety bond or certificate of deposit described in Subsection (7)(a) any administrative fine, civil penalty, investigative cost, attorney fees, or other cost of collecting and distributing funds in accordance with this chapter.
- (8)
- (a) In accordance with the schedule established in Subsection (8)(b), a fitness center shall base the minimum principal amount of the bond or certificate of deposit required under Subsection (7) on:
- (i) the number of unexpired contracts for a fitness center service, at the time the fitness center submits the fitness center facility registration or registration renewal application, that designate the fitness center facility as the consumer's primary location; or
 - (ii) if at the time the fitness center submits the fitness center facility registration application the fitness center has not executed a contract for a fitness center service that designates the fitness center facility as a consumer's primary location, the number of contracts for a fitness center service designating the fitness center facility as a consumer's primary location that the fitness center reasonably expects to execute during the fitness center facility's first year of registration.
- (b)
- | Principal Amount of
Surety Bond
or Certificate of Deposit | Number of Contracts |
|---|---------------------|
| \$5,000 | 100 or fewer |
| \$10,000 | 101 to 250 |
| \$15,000 | 251 to 500 |
| 35,000 | 501 to 1,500 |
| 50,000 | 1,501 to 3,000 |
| 75,000 | 3,001 or more |
- (c) A fitness center shall comply with Subsections (8)(a) and (b) with respect to all of the fitness center's unexpired contracts for a fitness center service that do not satisfy the criteria in Section 13-23-105.
- (9) A fitness center shall furnish a copy of the current surety bond or certificate of deposit to the division before selling, offering or attempting to sell, soliciting the sale of, or becoming a party to any contract to provide a fitness center service.
- (10) A fitness center shall:
- (a) maintain accurate records of:
 - (i) the surety bond or certificate of deposit; and
 - (ii) of each payment made, due, or to become due to the issuer; and
 - (b) open the records described in Subsection (10)(a) to inspection by the division at any time during normal business hours.
- (11)

- (a) A fitness center with a fitness center facility registered under this section shall submit a new initial registration for the fitness center facility, if the fitness center:
 - (i) changes ownership;
 - (ii) permanently ceases and then again commences operation at the fitness center facility; or
 - (iii) relocates the fitness center facility.
- (b) The former owner of a fitness center may not release, cancel, or terminate the owner's liability under any surety bond or certificate of deposit previously filed with the division, unless:
 - (i) the new owner files a new bond or certificate of deposit for the benefit of consumers covered under the previous owner's surety bond or certificate of deposit; or
 - (ii) the former owner refunds all unearned payments to consumers.
- (12) If a fitness center permanently ceases operation or relocates a fitness center facility, the fitness center shall provide the division notice at least 45 days before the day on which fitness center permanently ceases operation or relocates the fitness center facility.
- (13) A fitness center may not:
 - (a) represent that the division or the state endorses or approves the fitness center;
 - (b) omit from a filing with the division a material statement of fact required by this chapter or rule the division makes in accordance with this chapter; or
 - (c) include in a filing with the division a material statement of fact that the fitness center or the fitness center's principal knew or should have known to be false, deceptive, inaccurate, or misleading.
- (14) A fitness center commits a separate violation of this chapter for each day that the fitness center operates a fitness center facility without registering the fitness center facility with the division in accordance with Subsection (2).

Renumbered and Amended by Chapter 95, 2026 General Session

13-23-105 Exemptions from surety bond or certificate of deposit requirement.

- (1) A fitness center is exempt from Subsections 13-23-104(7) through (10) for a fitness center facility, if the fitness center only offers access to a fitness center service at the fitness center facility through:
 - (a) the purchase of an individual class or session;
 - (b) the purchase of a package:
 - (i) with a defined number of classes or sessions; and
 - (ii) for which the health spa may not hold more than \$150 worth of a consumer's unused credit;
 - (c) the purchase of a monthly membership or pass, payment for which the fitness center does not collect from a consumer more than two months in advance;
 - (d) an installment contract that:
 - (i) provides for the consumer to make all payments due under the contract, including a down payment, an enrollment fee, a membership fee, or any other payment to the fitness center, in equal monthly installments spread over the entire term of the contract; and
 - (ii) contains the following clause: "If this fitness center ceases operations at or changes the consumer's primary location in violation of Utah Code Subsection 13-23-102(7), (8), or (9), no further payments under this contract shall be due to anyone, including any assignee of the contract or purchaser of any note associated with or contained in this contract."; or
 - (e) a combination of fitness center services described in Subsections (1)(a) through (d).
- (2) For purposes of finding the principal amount for the surety bond or certificate of deposit required under Section 13-23-104, a fitness center is not required to include in the calculation

described in Subsection 13-23-104(8) a contract that offers access to a fitness center service as described in Subsection (1).

- (3) A fitness center that claims exemption from Subsections 13-23-104(7) through (10) or that a contract should be excluded from the calculation described in Subsection 13-23-104(8) bears the burden of proving to the division that the health spa or contract meets the relevant criteria described in Subsection (1) or (2).

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13-23-106 Enforcement -- Costs and attorney fees -- Penalties.

- (1) In addition to the division's enforcement powers under Chapter 2, Division of Consumer Protection, the division may:
- (a) impose an administrative fine of up to \$2,500 for a violation of this chapter; and
 - (b) bring an action in a court with jurisdiction to enforce a provision of this chapter.
- (2) In an action described in Subsection (1)(b), the court may:
- (a) declare that an act or practice violates a provision of this chapter;
 - (b) issue an injunction for a violation of this chapter;
 - (c) order disgorgement of any money received in violation of this chapter;
 - (d) order payment of disgorged money to an injured purchaser or consumer;
 - (e) impose a fine of up to \$2,500 for a violation of this chapter; and
 - (f) award any other relief that the court deems reasonable and necessary.
- (3)
- (a) A person who willfully violates a provision of this chapter, either by failing to comply with any requirement or by doing any act prohibited in this chapter, is guilty of a class B misdemeanor.
 - (b) Each day a person commits or permits to continue a violation described in Subsection (3)(a) constitutes a separate punishable offense.
 - (c) In the case of a second offense, the person is guilty of a class A misdemeanor.
 - (d) In the case of a third or subsequent offense, the person is guilty of a third degree felony.

Renumbered and Amended by Chapter 95, 2026 General Session

13-23-107 Grounds for denial, suspension, or revocation.

In accordance with Title 63G, Chapter 4, Administrative Procedures Act, the director may initiate adjudicative proceedings to deny, suspend, or revoke an application or registration if:

- (1) the division finds that the denial, suspension, or revocation is in the public interest;
- (2)
- (a) the application for registration or renewal is incomplete or misleading in a material respect; or
 - (b) the applicant or the applicant's principal:
 - (i) violates, causes a violation, allows a violation, or fails to satisfy the requirements of a provision of:
 - (A) this chapter; or
 - (B) a rule the division makes in accordance with this chapter;
 - (ii) violates Chapter 11, Utah Consumer Sales Practices Act;
 - (iii) is enjoined by a court, or is the subject of an administrative order issued in this or another state, if the injunction or order:
 - (A) includes a finding or admission of fraud, breach of fiduciary duty, or material misrepresentation; or

- (B) is based on a finding of lack of integrity, truthfulness, or mental competence of the applicant;
- (iv) obtains or attempts to obtain a registration by misrepresenting a material fact;
- (v) fails to provide information the division requests; or
- (vi) fails to pay a fine imposed by the division or a court;
- (vii) fails to pay the fee described in Subsection 13-23-104(2)(b)(i); or
- (viii) is convicted of a crime involving theft, fraud, or dishonesty.
- (3) the applicant's or registrant's surety bond or certificate of deposit ceases to be in effect;
- (4) the applicant or registrant requested an exemption from maintaining a surety bond or certificate of deposit under Section 13-23-105, but does not meet the requirements for exemption;
- (5) the applicant or registrant excluded from the principal amount calculation described in Subsection 13-23-104(8) for a surety bond or certificate of deposit, a contract that did not meet the requirements for exclusion described in Section 13-23-105; or
- (6) the applicant or registrant ceases to provide fitness center services.

Renumbered and Amended by Chapter 95, 2026 General Session