

FITNESS FACILITY MEMBERSHIP AMENDMENTS

2021 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Paul Ray

Senate Sponsor: _____

LONG TITLE

General Description:

This bill amends the Health Spa Services Protection Act.

Highlighted Provisions:

This bill:

▶ amends provisions of the Health Spa Services Protection Act related to contracts for health spa services;

▶ requires a health spa to permit a customer to cancel a health spa service or receive a refund in person at a health spa facility where the customer receives a health spa service;

▶ prohibits a health spa from requiring a customer to contact a third party or go online to cancel a health spa service or receive a refund; and

▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

13-23-3, as last amended by Laws of Utah 2005, Chapter 18



28 *Be it enacted by the Legislature of the state of Utah:*

29 Section 1. Section 13-23-3 is amended to read:

30 **13-23-3. Contracts for health spa services.**

31 (1) (a) Any contract for the sale of health spa services shall be in writing.

32 (b) The written contract described in Subsection (1)(a) shall constitute the entire
33 agreement between the consumer and the health spa.

34 (2) (a) The health spa shall provide the consumer with a fully completed copy of the
35 contract required by Subsection (1) at the time of ~~[its]~~ the contract's execution.

36 (b) The copy described in Subsection (2)(a) shall show:

37 ~~[(a)]~~ (i) the date of the transaction;

38 ~~[(b)]~~ (ii) the name and address of the health spa; and

39 ~~[(c)]~~ (iii) the name, address, and telephone number of the consumer.

40 (3) (a) A contract described in Subsection (1):

41 (i) may not have a term in excess of 36 months~~[-, but the contract];~~ and

42 (ii) may provide that the consumer may exercise an option to renew the term after ~~[its]~~
43 the contract's expiration.

44 (b) Except for a lifetime membership sold ~~[prior to]~~ before May 1, 1995, a health spa
45 may not offer a lifetime membership.

46 (4) (a) ~~[The]~~ A contract described in Subsection (1) or an attachment to ~~[it]~~ the contract
47 shall clearly state ~~[any rules]~~ each rule of the health spa that ~~[apply]~~ applies to:

48 ~~[(a)]~~ (i) the consumer's use of ~~[its]~~ the health spa's facilities and services; and

49 ~~[(b)]~~ (ii) cancellation and refund policies of the health spa.

50 (b) The cancellation and refund policies described in Subsection (4)(a):

51 (i) shall permit a consumer to cancel a health spa service or receive a refund in person
52 at a health spa facility where the consumer receives a health spa service; and

53 (ii) may not require a consumer:

54 (A) to contact a third party to cancel a health spa service or receive a refund; or

55 (B) to go online to cancel a health spa service or receive a refund.

56 (5) ~~[The]~~ A contract described in Subsection (1) shall specify which equipment or
57 facility of the health spa:

58 (a) is omitted from the contract's coverage; or

59 (b) may be changed at the health spa's discretion.

60 (6) [~~The~~] A contract described in Subsection (1) shall clearly state that the consumer

61 has a three-day period after the day on which the contract is executed to rescind the contract.