



State of Utah

DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

HEALTH & FITNESS SERVICES PERMIT APPLICATION FORM

Annual Application fee: \$100.00 (Non-refundable)

Applicant's Business Name

**Applicant's Facility Name
(DBA)**

Date of Application

OFFICE USE ONLY	
Date Issued:	_____
Permit Number:	_____
Approved:	_____
Exempt:	_____
Denied:	_____
Expiration:	_____

Please mark the appropriate box:

INITIAL
APPLICATION

RENEWAL
APPLICATION

If you have any questions, please contact the Division at (801) 530-6601. Fax: 801-530-6001

Please make application fee check or money order payable to the **State of Utah**

Please return the completed application form to:

<p>Department of Commerce Division of Consumer Protection 160 East 300 South Box 146704 Salt Lake City, Utah 84114-6704</p>

NOTE: Registration is required by law and is effective for one year. Renewal of this registration is due 30 days prior to its expiration. A \$25 late fee for every month or portion of the month the renewal is past due.

1. Applicant's Mailing Address: _____
Street

City State Zip Code

Telephone Number Fax Number

2. Applicant's Location:
(Physical location of the business)

Name Address

City State Zip Code

Telephone Number Fax Number

Facility's Website

3. Contact Person:

Name

Telephone Number Fax Number

Email Address

4. Applicant's Registered Agent (The individual or business chosen to receive service of process when the applicant's business entity is a party in a legal action such as a citation.)

Name

Street Address

City State Zip Code

Telephone Number Fax Number

Email Address

5. Does the applicant own any additional Health or Fitness facilities? Yes No

a. If "yes", please list the name, address and telephone number of each additional facility or attach a directory listing all facilities subject to this registration.

Name Facility Address Telephone Number

Name Facility Address Telephone Number

6. Is a separate billing, collection or account Management Company utilized? **Yes** **No**

a. If "yes," please provide: _____
Company Name

Street Address

City State Zip Code

Telephone Number

7. **Attach** a price list, brochure or other publication for the services available at your facility or describe the payment structure for services below:

8. Is personal training offered or conducted at this facility? **Yes** **No**

a. If "yes", attach a copy of the personal training contract used, if different from the membership contract, agreement or waiver. Personal Training services are subject to the same contractual requirements stated on page 4 of this application.

b. Is each personal trainer an employee of the facility? **Yes** **No**

c. If "no," provide the following information for each personal trainer that utilizes the facility or attach a list. Personal Training offered by an independent contractor or subcontractor that utilizes the facility and is not an employee must be reported and registered as a separate business entity.

Name Address (not the facility address) Telephone Number

Name Address (not the facility address) Telephone Number

d. **Attach** a copy of the agreement between the facility and any independent personal trainers that utilize the facility and are not employees. If this agreement in writing, describe the nature and terms of the agreement that allows independent personal trainers to utilize the facility below (including any compensation paid by personal trainers to the facility, facility membership requirements, etc).

9. Please **attach a copy of the facility's current liability or professional liability insurance policy**. The facility must show evidence that it maintains current liability or professional liability insurance. This should be a 1 or 2 page "declarations" page or "proof of liability" page. Do not submit your entire policy.
10. Please **attach a copy of the facility contract, service agreement or waiver used**. To assist the registration process, highlight the following terms which are required on all contracts or service agreements:
- a. The date of the transaction, including the beginning date and expiration date;
 - b. The name and address of the facility;
 - c. The name, address and telephone number of the consumer;
 - d. The three-day right-of-rescission. The three-day right-of-rescission must be a conspicuous statement written in dark bold with at least 12 point type on the first page of the contract and read as follows: "YOU, THE CONSUMER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE ON WHICH THE CONTRACT IS EXECUTED." ;
 - e. List the specific equipment or services that are subject to deletion or change at the discretion of the facility; OR state, "All equipment is subject to change or deletion at the discretion of the facility."
 - f. A provision, which reads substantially as follows, if surety compliant:
 "IN THE EVENT THE HEALTH SPA FACILITY CLOSES AND ANOTHER HEALTH SPA FACILITY OPERATED BY THE SELLER, OR ASSIGNS OF THE SELLER, OF THIS CONTRACT IS NOT AVAILABLE WITHIN FIVE (5) MILES OF THE LOCATION THE MEMBER INTENDS TO PATRONIZE, SELLER WILL REFUND TO MEMBER A PRORATE SHARE OF THE MEMBERSHIP COST, BASED UPON THE UNUSED MEMBERSHIP TIME REMAINING ACCORDING TO THE CONTRACT."
 - g. The dollar value (clearly stated on the face of the contract).

11. **Provide the total number of actively serviced consumer contracts for the facility, including personal training service agreements:**

_____ (If initial application list the number projected clients)

12. **Is Surety Exemption Requested?** **Yes** **No**

If the facility is requesting to be exempt from the surety requirement pursuant to U.C.A. § 13-23-6 the following must be represented in the contract, agreement or waiver:

- a. This facility does not offer paid-in-full memberships. The services can only be paid for by installment of each contract on a month to month basis;
- b. Each contract must contain the following clause: "If this health spa ceases operation and fails to offer an alternate location within five miles, no further payments under this contract shall be due to anyone, including any purchaser of any note associated with or contained in this contract."
- c. All payments due under each contract, including down payments, enrollment fees, membership fees, or any other payments, must be in equal monthly installments spread over the entire term of the contract.
- d. The beginning date and expiration date of each contract must be clearly stated and not be capable of being extended.

13. **If "No" then you must meet the Surety Requirements:**

- a. Mark the appropriate box indicating the type of surety being provided in satisfaction of U.C.A. § 13-23-5.

Bond	Letter of Credit	Certificate of Deposit
-------------	-------------------------	-------------------------------

Amount of Surety

- b. The required performance bond, irrevocable letter of credit or certificate of deposit from a Utah

depository payable to the DIVISION OF CONSUMER PROTECTION/STATE OF UTAH. The amount of surety is set forth in the following U.C.A. § 13-23-5 schedule:

Principal Amount of Surety	Number of Contracts
\$15,000	500 or fewer
\$35,000	501 to 1,500
\$50,000	1,500 to 3,000
\$75,000	3,001 or more

Proof of the surety requirement is required to be filed 30 days in advance of selling, offering or attempting to sell, soliciting the sale of, or becoming a party to any contract to provide health spa services. An applicant is considered to be in compliance with this section only if the proof of surety is current. Additional forms for surety are available on our website www.dcp.utah.gov

Surety Provider Information:

c. If a **bond** is being submitted, please indicate the following:

Amount of bond: _____

Date of Bond: _____ Bond Expires: _____

Name of Surety Company: _____

Address of Surety Company: _____

_____ City State Zip Code

Telephone and Fax Number of Surety Company: _____

Insurance Agent Name and Telephone Number: _____

d. If a **letter of credit** or **certificate of deposit** is being submitted, please indicate the following:

Date of Letter of Credit: _____ Date Letter of Credit Expires: _____

Date of Certificate of Deposit: _____ Date Certificate of Deposit Expires: _____

Name of Utah Bank: _____

Address of Utah Bank: _____

Telephone and Fax Number of Utah Bank: _____

Banking Agent Name and Telephone Number: _____

I have reviewed the Utah Health Spa Services Protection Act (U.C.A. §13-23-1 et. seq.) and Rules. I understand that if I do not comply with this law, that I am subject to administrative action outlined in §13-23-7. I also acknowledge that I am required to notify the Division within thirty (30) days of a material change in circumstances which may affect this registration status. I also acknowledge that if this Health Spa operates without obtaining an effective registration statement, it is subject to remedies and penalties under Utah law. In addition to the enforcement powers under Utah law, the Director of the Division of Consumer Protection may issue a cease and desist order and impose an administrative fine of up to \$100.00 per day that a health spa operates without a current form of surety; additionally the Division may impose an administrative fine of up to \$2,500 for each separate violation that is not a violation described in Subsection [13-23-5\(2\)\(e\)](#) up to \$10,000 for any series of violations arising out of the same operative facts.

By signing this application, the undersigned certifies that the information provided herein is true and correct.

DATED: _____

Applicant Signature: _____