



ARIZONA:

44-1791. Definitions

In this article, unless the context otherwise requires:

1. “Contract for health spa services” means a contract for membership in any health spa or for instruction, training, assistance or use of facilities primarily for physical exercise, weight control or figure development.
2. “Health spa” means an establishment which provides as its primary purpose services or facilities which are purported to assist patrons in physical exercise, weight control or figure development.
3. “Operating day” means any calendar day on which patrons may inspect and use the facilities and services of the health spa during a period of at least eight hours.

44-1792. Exemption

This article does not apply to:

1. Any private club owned and operated by its members, any facility owned or operated by the state of Arizona or any of its political subdivisions, any health spa operated by a fraternal or benevolent society organized under title 10, chapter 19, article 3 or a nonprofit corporation organized under title 10, chapters 24 through 40, or any health care institution licensed pursuant to title 36, chapter 4.
2. Any health spa that does not require or in the ordinary course of business receives prepayment for services. For the purposes of this paragraph, payment for health spa services received within the thirty-one days in which the services are to be rendered does not constitute prepayment. A health spa that intends to begin requiring or receiving prepayment for health spa services shall comply with this article.

44-1793. Contract form; conspicuous statement of costs; duration and cancellation

- A. Every contract for health spa services shall be in writing and subject to this article. A copy of the written contract shall be given to the customer at the time the customer signs the contract.
- B. A contract for health spa services shall specifically set forth in a conspicuous manner on the top of the first page of the contract the customer’s total payment obligation for health spa services to be received pursuant to the contract.
- C. Services to be rendered to the customer under the contract shall not extend for more than three years from the date the contract is signed by the customer.
- D. A contract for new or increased health spa services may be canceled by the customer for any reason at any time before midnight of the third operating day after the customer received a copy of the contract. In order to cancel a contract, the customer shall notify the health spa of cancellation in writing pursuant to subsection I of this section. All monies paid pursuant to the canceled contract shall be fully refunded within thirty days after receipt of the notice of cancellation. If the customer has executed any credit or loan agreement through the health spa to pay for all or part of health spa services, any such negotiable instrument executed by the customer shall also be returned within thirty days. The contract shall contain a conspicuous notice printed in at least ten-point bold-faced type as follows:

Notice to customer

You are entitled to a copy of this contract at the time you sign it.

You may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract. If you choose to cancel this contract, you must do one of the following:

1. Send a signed and dated written notice of cancellation by mail to the address listed below.
2. Personally deliver a signed and dated written notice of cancellation to the address listed below.
3. Send a notice of cancellation by email to the email address listed below.

Notice of cancellation should be sent to:

Vasa Fitness

1259 South 800 East, Orem, UT 84097

or sent to:

directoroflegalservices@vasafitness.com

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed, delivered or emailed as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by the health spa.

“Operating day” means any calendar day on which patrons may inspect and use the facilities and services of the health spa during a period of at least eight hours.

E. A contract for health spa services shall provide that it is subject to cancellation by notice sent pursuant to subsection I of this section on the customer’s death or permanent disability.

F. A contract for health spa services shall provide that it is subject to cancellation by notice sent pursuant to subsection I of this section on the customer’s change of permanent residence to a location more than twenty-five miles from the health spa or an affiliated health spa offering the same or similar services and facilities at no additional expense to the customer.

G. A contract for health spa services shall provide that it is subject to cancellation or suspension by notice sent pursuant to subsection I of this section if the customer is a member of the United States military, including a member of the national guard or a reserve unit, and is serving on federal active duty and deployed outside this state. The request for cancellation or suspension must be made by the member or the member’s legally designated representative, must include a copy of the member’s official military orders or a written verification from the member’s commanding officer and must be made within ninety days after the member receives notice of serving on federal active duty and deployment outside this state. If the contract is suspended under this subsection, the health spa shall not charge any fees to reinstate the contract and shall maintain the original payment obligations set forth in the original contract. A contract that is suspended under this subsection is subject to cancellation two years after the date of suspension if the customer fails to reinstate the contract.

H. In a cancellation under subsection E, F or G of this section, the health spa may retain the portion of the total contract price representing the services used plus reimbursement for the expenses incurred in an amount not to exceed twenty-five percent of the total contract price.

I. A health spa must notify a customer of the methods to cancel or suspend the customer's contract that are described in paragraphs 1, 2 and 3 of this subsection. A customer may cancel or suspend the customer's contract by notifying the health spa of the cancellation or suspension by any of the following methods:

1. Mailing a notice to the health spa's address that is specified in the contract.
2. Personally delivering a notice to the health spa's address that is specified in the contract.
3. Emailing a notice to the email address that is specified in the contract or, if there is not an email address specified, to any email address that is used by the health spa for customer service.
4. Using a cancellation option provided by the health spa's website.
5. Using any other manner specified by the contract.

44-1796. Voidable contracts; waiver voidable; damages

A. Any contract for health spa services entered into in reliance upon any false, fraudulent or misleading information, representation, notice or advertisement of the health spa is voidable at the option of the customer. Any contract for health spa services which does not comply with the applicable provisions of this article is voidable at the option of the customer.

B. Any waiver by the customer of the provisions of this article is void.

C. Any customer injured by a violation of this article may bring an action for the recovery of damages, reasonable attorney fees, and, if the violation is wilful, punitive damages in the amount of two thousand five hundred dollars per violation.

D. The attorney general, county attorneys, city attorneys, or any aggrieved customer may institute proceedings to restrain and enjoin violations of this article.

E. The provisions of this article are in addition to all other causes of action, remedies and penalties available to this state or to the customer.