



Section 2005 - Copy of Contract or Membership Delivered to Buyer - Mandatory Provisions

A. A copy of every health spa contract or membership agreement shall be delivered to the buyer at the time the contract or membership agreement is executed. All health spa contracts or membership agreements shall:

1. be in writing, signed by the buyer;
2. designate the date on which the buyer actually signed the contract or membership agreement and length of membership;
3. identify services and facilities to be provided;
4. contain the provisions set forth in Section 6 of this act under a conspicuous caption: "BUYER'S RIGHT TO CANCEL"; and
5. read substantially as follows: If you wish to cancel this contract or membership agreement, you may cancel by making or delivering written notice to this health spa. The notice must say that you do not wish to be bound by the contract or membership agreement and must be delivered or mailed before midnight of the third business day after you sign this contract or membership agreement. The notice must be delivered or mailed to: (Health spa shall insert its name and mailing address) You may also cancel this contract or membership agreement if this spa moves or goes out of business and fails to provide alternative facilities within eight (8) miles of the location designated in this contract or membership agreement. You may also cancel if you become disabled; and your estate may cancel in the event of your death. You must prove such disability by a doctor's certificate, and the health spa may also require that you submit to a physical examination by a doctor agreeable to you and the health spa. If you cancel, the health spa may retain or collect a portion of the contract or membership agreement price equal to the proportionate value of the services or use of facilities you have already received.

B. No health spa contract or membership agreement shall have a duration for a period longer than thirtysix (36) months, however, the contract or membership agreement may give the buyer a right of renewal.

C. The provisions of the Oklahoma Health Spa Act are not exclusive and do not relieve the parties or the contracts or membership agreements subject thereto from compliance with all other applicable provisions of law.

D. Any health spa contract or membership agreement which does not comply with the applicable provisions of the Oklahoma Health Spa Act shall be voidable at the option of the buyer.

E. Any health spa contract or membership agreement entered into by the buyer upon any false or misleading information, representation, notice or advertisement of the health spa or the health spa's agents shall be void and unenforceable.

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F. Any waiver by the buyer of the provisions of the Oklahoma Health Spa Act shall be deemed contrary to public policy and shall be void and unenforceable.

G. All health spa contracts or membership agreements and any promissory note executed by the buyer in connection therewith shall contain the following provision on the face thereof in at least ten-point,

boldface type:

NOTICE ANY HOLDER OF THIS CONTRACT OR MEMBERSHIP AGREEMENT IS SUBJECT TO ALL

CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.