



State of Utah

DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

HEALTH SPA FACILITY REGISTRATION APPLICATION

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

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

Applicant's Business Name

Applicant's Facility Name

Date of Application

OFFICE USE ONLY

Date Issued: _____

Registration Number: _____

Approved: _____

Exempt: _____

Denied: _____

Expiration: _____

Receipt Number: _____

Initial Application

Renewal Application

Important notice regarding business confidentiality claims pursuant to the Government Records Access and Management Act: If you wish to make a claim of business confidentiality with respect to any information in this application or with respect to records you provide to the Division, please be aware of the following law: "Any person who provides to a governmental entity a record that the person believes should be protected under 63G-2-305(1) [trade secrets] or (2) [commercial information or non-individual financial information] or both Subsections 63G-2-305(1) and (2) shall provide with the record: (A) a written claim of business confidentiality; and (B) a concise statement of reasons supporting the claim of business confidentiality.

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

Please make application fee payable to the State of Utah

Please return the completed application form to:

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

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 Health Spa Facility):

Street

City State Zip Code

Telephone Number Fax Number

Facility's Website

3. Applicant's Contact Person:

Name

Street

City State Zip Code

Telephone Number Fax Number Email Address

4. Applicant's Registered Agent:

Name

Street

City State Zip Code

Telephone Number Fax Number Email Address

5. Does the Applicant operate additional health spa facilities? Yes No
*If yes, a separate registration is required for each facility that is maintained and operated by a health spa.

6. Does the Applicant use any alternate names to do business at the health spa facility?

No Yes If yes, provide the alternate names.

7. Attach a list of each health spa service and combination of health spa services offered at the health spa facility. The list must include the price and duration of each service and combination of services.

8. Attach a copy of the health spa facility's current liability insurance/Certificate of Liability Insurance. Do not submit the entire policy or the invoice.

9. Attach a copy of the health spa facility's contract. A contract is an agreement to purchase a health spa service. The contract must be in writing and a fully completed copy must be provided to the consumer. To assist the registration process, please **highlight** the following provisions that are **required** in each contract:

- a. The date of the contract.
- b. The health spa facility's name and address.
- c. The consumer's name, address, and telephone number.
- d. A statement describing a consumer's right to rescind the contract. See Utah Code § 13-23-4(1). **This statement must be capitalized in bold text and no smaller than 12-point size.** See Utah Admin. Code R152-23-7. A consumer may

rescind by emailing and mailing written notice of the consumer's intent to rescind to the email address and mailing address the health spa provided in the contract and before midnight of the third business day after the day on which the consumer and health spa execute the contract, as recorded by timestamp or postmark; **AND if applicable**, if a consumer and health spa 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. The contract must clearly provide the consumer with the email address or mailing address for the health spa so the consumer can exercise their right-of-rescission.

- e. A clear statement of each rule that the health spa applies to the consumer's use of the facilities and services.
- f. A clear statement specifying any equipment or facility omitted from the contract's coverage, or that may be changed at the health spa's discretion.
- g. A clear statement of the health spa's cancellation and refund policies.
- h. The contract must designate the location of the health spa facility as the consumer's primary location.
- i. An installment contract that is exempt from surety **AND** meets the criteria in UTAH CODE § 13-23-6(1)(d) **MUST** contain the following provision: "If this health spa ceases operations at or changes the consumer's primary location in violation of Utah Code Subsection 13-23-3(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."

NOTE: If you wish to preserve the ability or want the ability to assign a contract or change the consumer's primary location within five driving miles of the health spa facility, the Health Spa Services Protection Act requires certain language to be included in the contract. It is the health spa's responsibility to preserve this ability because it is not required. Please review the 2022 legislative amendment to the Health Spa Services Protection Act at: <https://le.utah.gov/~2022/bills/hbillenr/HB0436.pdf>. The specific section is 13-23-3(7). Because this provision is not required, the Division will not be reviewing this portion of the contract. We encourage you to seek assistance from an attorney in drafting these provisions to ensure the outcome you desire.

10. Provide the total number of unexpired contracts for a health spa service that designate the health spa facility as the consumer's primary location. Section 13-23-6. ***(For the first year of registration, state the number of contracts that have been executed, if any, and the number the Applicant reasonably expects to execute during the first year of operation with respect to all of the health spa's unexpired contracts for a health spa service.) See Utah Code §§ 13-23-5(3)(a) & (b); 13-23-6.

Total Number: _____

**PLEASE REVIEW THE FOLLOWING INFORMATION BEFORE
COMPLETING ITEM 11**

Utah Code § 13-23-6. Exemptions from bond, letter of credit, or certificate of deposit requirement.

(1) A health spa is exempt from Subsections 13-23-5(2) through (5) for a health spa facility, if the health spa only offers access to a health spa service at the health spa 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 health spa 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 health spa, in equal monthly installments spread over the entire term of the contract; and
 - (ii) contains the following clause: g clause: "If this health spa ceases operations at or changes the consumer's primary location in violation of Utah Code Subsection 13-23-3(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."
- (e) a combination of health spa services described in Subsections (1)(a) through (d).

11. Provide the total number of unexpired contracts for a health spa service that you claim should be excluded from surety calculation in accordance with Utah Code §§ 13-23-6(1)(a) through (e). NOTE: If you believe the health spa facility is exempt from surety requirements in accordance with Utah Code § 13-23-6(1), please enter the same number provided in response to item 10.

Total Number: _____

12. If the health spa facility has claimed it is exempt from surety requirements in accordance with Utah Code § 13-23-6(1), or that some or all of its contracts should be excluded from surety calculation in accordance with Utah Code §§ 13-26-6(1)(a) through (e), please select which exemption or exemptions apply. If the health spa facility has not claimed any surety exemption, please continue to item 13.

The health spa facility ONLY offers access to a health spa service at the health spa facility through the categories described in Utah Code § 13-23-6(1)(a) through

(e). **NOTE:** This should only be selected if all of a health spa facility's contracts are exempt from surety calculation. See Utah Code § 13-23-6(1).

The contract is for the purchase of an individual class or session. See Utah Code § 13-23-6(1)(a).

The contract is for the purchase of a package with a defined number of classes or sessions, and for which the health spa may not hold more than \$150 worth of a consumer's unused credit. See Utah Code § 13-23-6(1)(b).

The contract is for the purchase of a monthly membership or pass, payment for which the health spa does not collect from a consumer more than two months in advance. See Utah Code § 13-23-6(1)(c).

The contract is an installment contract that 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 health spa, in equal monthly installments spread over the entire term of the contract, and contains the following clause: "If this health spa ceases operations at or changes the consumer's primary location in violation of Utah Code Subsection 13-23-3(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." See Utah Code § 13-23-6(1)(d).

The contract is for a combination of the services described above. See Utah Code § 13-23-6(1)(e).

IT IS THE APPLICANT'S BURDEN TO PROVE THAT EITHER THE HEALTH SPA FACILITY OR ITS CONTRACT FOR HEALTH SPA SERVICES IS EXEMPT FROM SURETY CALCULATION. UTAH CODE § 13-23-6(3). THE DIVISION MAY REQUIRE THE APPLICANT TO PROVIDE ADDITIONAL INFORMATION TO SUBSTANTIATE A CLAIMED EXEMPTION.

13. Required Surety. If the Applicant is not exempt from the surety criteria OR for any unexpired health spa contract that is not exempt from surety, provide the following: See Utah Code §§ 13-23-5(3)(a) through (c).

a. Mark the type of surety obtained by the Applicant:

Performance Bond Letter of Credit Certificate of Deposit

b. Provide a copy of the Applicant's performance bond, irrevocable letter of credit, or certificate of deposit.

Selected	Number of Contracts	Principal Amount of Surety
	100 or fewer	\$5,000
	101 to 250	\$10,000
	251-500	\$15,000
	501 to 1,500	\$35,000
	1,501 to 3,000	\$50,000
	3,001 or more	\$75,000

NOTE: Your “Number of Contracts” should equal the difference between your responses to Items 10 and 11.

c. If a **performance bond** is being submitted, provide the following:

Bond Amount	Date of Bond	Expiration Date
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Surety Provider Name

Surety Provider Street Address

City	State	Zip Code
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Telephone Number	Fax Number
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Agent Name	Agent Telephone
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d. If a **letter of credit (LC)** or **certificate of deposit (CD)** is being submitted, provide the following:

LC/CD Amount	Date of LC/CD	Expiration Date
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Utah Bank Name

Utah Bank Street Address

City	State	Zip Code
Bank Telephone Number	Bank Fax Number	
Bank Agent Name	Bank Agent Telephone	

PLEASE NOTE: If information in an application to register or renew the registration of a health spa facility materially changes or becomes incorrect or incomplete, the applicant shall, within 30 days after the day on which the information changes or becomes incorrect or incomplete, correct the application or submit the correct information.

I have reviewed the Health Spa Services Protection Act (Utah Code § 13-23-1 et seq.) and Rule (Utah Admin. Code R152-23). I understand that if I do not comply with this law, that I am subject to consequences described by Utah Code § 13-23-7. I also acknowledge that if this Health Spa Facility operates without registering with the Division, it is subject to penalties under Utah law.

In addition to other 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, if required; additionally the Division may impose an administrative fine of up to \$2,500 for each separate violation that is not a violation described in Utah Code § 13-23-5(2)(d), 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.

Applicant Signature

Applicant Print Name

Date