



State of Utah

DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

HEALTH SPA SERVICES PERSONAL TRAINER PERMIT APPLICATION FORM

Application fee: \$100.00 (Non-refundable)

Applicant's Legal Name

Name Doing Business As

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

Make check or money order 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 will be assessed 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 _____

Email Address _____

2. Primary Facility utilized:

(Physical location of the business)

Name _____

Address _____

City _____

State _____

Zip Code _____

Telephone Number _____

Fax Number _____

Website _____

3. Contact Person at the facility:

Name _____

Telephone Number _____

Fax Number _____

Email Address _____

4. Applicant's Registered Agent (The individual who will receive legal service of process for the applicant.)

Name _____

Street Address _____

City _____

State _____

Zip Code _____

Telephone Number _____

Fax Number _____

5. Does the applicant train at 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 you contract with.

Name _____

Facility Address _____

Telephone Number _____

Name _____

Facility Address _____

Telephone Number _____

6. **Attach** a price list, brochure or other publication indicating the cost of services you provide or describe the payment structure for your personal training services below:

7. **Attach** a copy of the agreement you have with the facility that allows you to utilize the location and equipment. If this agreement has not been reduced to writing, describe the nature and terms of the agreement that allows independent personal trainers such as your self, to work out of the facility (including any compensation paid by personal trainers to the facility, facility membership requirements, etc).

8. Provide the total number of personal training clients you train: _____
(If initial application list the number projected)

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 entire contract, service agreement or waiver used. To assist the registration process, highlight the following terms which are required for all contracts, service agreement or waivers:

- a. The date of the transaction, including the beginning date and expiration date;
- b. The name, address and contact information of the facility and trainer;
- 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 complaint:
"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 (this is required to be clearly stated on the face of the contract).

11. **Is Surety Exemption Requested?** **Yes** **No**
If the applicant is requesting to be exempt from the surety requirement pursuant to U.C.A. § 13-23-6 the following must also be represented in the contract, agreement or waiver:

- a. The applicant does not offer paid-in-full contracts for personal training services. The personal training 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 personal trainer 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.

12. If you responded "No" to question 11, then you are subject to the Surety Requirements:

If the applicant does not meet the surety exemption requirements listed above then, a form of surety will be required in order to accept payment in full, down payments, enrollment fees or make other non-month to month charges.

Type of Surety:

- 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

- 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.

Surety Provider Information:

- c. If a surety 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: _____

Insurance Agent Name and Telephone Number: _____

I have reviewed the *Utah Health Spa Services Protection Act* (U.C.A. §13-23-1 et. seq.) and Administrative 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 I operate without obtaining an effective registration statement, I am 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 I operate 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: _____

Applicant printed name: _____