

HEALTH SPA FACILITY
APPLICATION INSTRUCTIONS

Before engaging in the capacity of a health spa facility, the facility must register with the Utah Division of Consumer Protection. Utah Code § 13-23-5 *et seq.*

A health spa facility must notify the Division in writing within 30 days of any change in the information required by law, rule, or the application, including any change of name, address, telephone number, email address, registered agent for service of process, or change or renewal of the surety bond.

DOCUMENTS TO SUBMIT WITH THE REGISTRATION FORM:

- ☐ If applicable, a copy of a surety bond or continuation certificate, and accompanying power of attorney, letter of credit, or certificate of deposit.
 - [Surety Bond Form](#), [Irrevocable Letter of Credit Form](#), [Certificate of Deposit Form](#)
 - It is the health spa's responsibility to always maintain a surety bond, irrevocable letter of credit, or certificate of deposit, if required.
- ☐ A copy of the contract that the health spa facility will use with consumers.
- ☐ A copy of the health spa facility's current certificate of liability insurance.
- ☐ A list of each health spa service or combination of health spa services offered by the applicant at the health spa facility, including the price and duration of each service or combination of services

INFORMATION REQUIRED TO BE INCLUDED WITH THE FOLLOWING DOCUMENTS:

Submitting documents without the required information identified below may result in delayed processing or denial of the application.

Health Spa Facility Contract. The contract must be in writing and include the following information: (see Utah Code§ 13-23-3, *et seq.*)

- ☐ The date of the contract.
- ☐ The health spa facility's name, email address, or mailing address (so the consumer can exercise their right-of-rescission.)
- ☐ The consumer's name, address, and telephone number.
- ☐ A statement describing a consumer's right to rescind the contract and must be capitalized in bold text and no smaller than 12-point size. According to Utah Code § 13-23-4(1), and 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.

- ☐ A clear statement of each rule that the health spa applies to the consumer's use of the facilities and services.
- ☐ 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.
- ☐ A clear statement of the health spa's cancellation and refund policies.
- ☐ The contract must designate the location of the health spa facility as the consumer's primary location.
- ☐ If applicable, 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 in its contract:

“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. The specific section is 13-23-3(7) at (<https://le.utah.gov/xcode/Title13/Chapter23/13-23.html>). 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.