

## HOUSE BILL No. 2242

By Representative Vickrey

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AN ACT concerning consumer protection; relating to physical fitness centers.

*Be it enacted by the Legislature of the State of Kansas:*

Section 1. As used in this act:

(a) "Physical fitness center" or "center" means any person or business entity offering physical fitness services to the public;

(b) "physical fitness services" or "services" includes instruction, training or assistance in physical culture, body-building, exercising, weight reducing, figure development, judo, karate, self-defense training or any similar activity; use of the facilities of a physical fitness center for any of those activities; or membership in any group formed by a center for any of these activities; and

(c) "business day" means any day on which the facility is open for business.

Sec. 2. The provisions of this act shall not apply to governmental and not-for-profit entities.

Sec. 3. (a) Every contract for physical fitness services shall be in writing and shall be subject to this act. All provisions, requirements and prohibitions which are mandated by this act shall be contained in the written contract before it is signed by the customer. A copy of the written contract shall be given to the customer at the time the customer signs the contract.

(b) Every contract for physical fitness services shall set forth the customer's total payment obligation for services to be received pursuant to this contract.

(c) Every contract for physical fitness services shall provide that:

(1) The contract may be canceled by the customer within three business days after the first business day after the contract is signed by the customer, and that all moneys paid pursuant to such contract shall be refunded to the customer. A customer purchasing a plan at a facility which has not yet opened for business at the time the contract is signed, or who does not purchase a contract at an existing facility, shall have seven calendar days in which to cancel the contract and receive a full refund of all moneys paid;

(2) in the event of the relocation of a customer's residence to farther

1 than 50 miles from the center's facilities, and upon the failure of the  
2 original center to designate another center, with comparable facilities and  
3 services within 50 miles of the customer's new residence, which agrees  
4 to accept the original center's obligations under the contract, the cus-  
5 tomer may cancel the contract and shall be liable for only that portion of  
6 the charges allocable to the time before reasonable evidence of such re-  
7 location is presented to the center, plus a reasonable fee if so provided  
8 in the contract, but such fee shall not exceed 10% of the unused balance,  
9 or \$50, whichever is less; and

10 (3) if the customer, because of death or disability, is unable to use or  
11 receive all services contracted for, the customer, or the customer's estate  
12 as the case may be, shall be liable for only that portion of the charges  
13 allocable to the time prior to death or the onset of disability. The center,  
14 in such event, shall have the right to require and verify reasonable evi-  
15 dence of such death or disability.

16 (d) Every contract for physical fitness services shall provide that no-  
17 tice of cancellation pursuant to subsection (c) shall be made in writing  
18 and delivered by certified or registered mail to the center at the address  
19 specified in the contract. All refunds to which a customer or the cus-  
20 tomer's estate is entitled shall be made within 30 days of receipt by the  
21 center of the cancellation notice.

22 (e) The customer's rights to cancel under this section shall be in ad-  
23 dition to any other contract rights or remedies otherwise provided by law.

24 Sec. 4. No contract for physical fitness services shall require a cus-  
25 tomer to make any initial deposit or similar initial payment to begin serv-  
26 ices at the center which is greater than the total the customer would be  
27 charged for six months of such services or for six months of such services  
28 on a pro-rated basis if the center charges fees on other than a monthly  
29 basis.

30 Sec. 5. This act shall be part of and supplemental to the Kansas con-  
31 sumer protection act and violation of any portion of this act shall be  
32 considered an unconscionable act or practice pursuant to K.S.A. 50-627  
33 and amendments thereto.

34 Sec. 6. This act shall take effect and be in force from and after its  
35 publication in the statute book.

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