

REFERENCE TITLE: health spa contracts; military members

State of Arizona  
House of Representatives  
Forty-ninth Legislature  
First Regular Session  
2009

## **HB 2290**

Introduced by  
Representatives Ableser, Heinz, Reagan, Schapira, Senator Paton:  
Representatives Fleming, Goodale

AN ACT

AMENDING SECTION 44-1793, ARIZONA REVISED STATUTES; RELATING TO HEALTH SPA CONTRACTS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 44-1793, Arizona Revised Statutes, is amended to  
3 read:

4 44-1793. Contract form; conspicuous statement of costs;  
5 duration and cancellation

6 A. Every contract for health spa services shall be in writing and  
7 subject to the provisions of this article. A copy of the written contract  
8 shall be given to the customer at the time the customer signs the contract.

9 B. A contract for health spa services shall specifically set forth in  
10 a conspicuous manner on the top of the first page of the contract the  
11 customer's total payment obligation for health spa services to be received  
12 pursuant to the contract.

13 C. Services to be rendered to the customer under the contract shall  
14 not extend for more than three years from the date the contract is signed by  
15 the customer.

16 D. A contract for new or increased health spa services may be  
17 cancelled by the customer for any reason at any time before midnight of the  
18 third operating day after the customer received a copy of the contract. In  
19 order to cancel a contract the customer shall notify the health spa of  
20 cancellation in writing, by ~~registered~~ CERTIFIED mail, return receipt  
21 requested, or BY personal delivery, to the address specified in the  
22 contract. All monies paid pursuant to the cancelled contract shall be fully  
23 refunded within thirty days of receipt of the notice of ~~cancellation~~  
24 CANCELLATION. If the customer has executed any credit or loan agreement  
25 through the health spa to pay for all or part of health spa services, any  
26 such negotiable instrument executed by the customer shall also be returned  
27 within thirty days. The contract shall contain a conspicuous notice printed  
28 in at least ten-point bold-faced type as follows:

29 "Notice to customer

30 You are entitled to a copy of this contract at the time you sign it.

31 You may cancel this contract at any time before midnight of the third  
32 operating day after receiving a copy of this contract. If you choose to  
33 cancel this contract, you must either:

34 1. Send a signed and dated written notice of cancellation by  
35 ~~registered~~ CERTIFIED mail, return receipt requested; or

36 2. Personally deliver a signed and dated written notice of  
37 cancellation to:

38 (name of health spa)

39 (address of health spa).

40 If you cancel this contract within the three-day period, you are  
41 entitled to a full refund of your money. If the third operating day falls on  
42 a Sunday or holiday, notice is timely given if it is mailed or delivered as  
43 specified in this notice on the next operating day. Refunds must be made  
44 within thirty operating days of receipt of the cancellation notice by the  
45 health spa.

1 'Operating day' means any CALENDAR day on which patrons may inspect and  
2 use the facilities and services of the health spa during a period of at least  
3 eight hours."

4 E. A contract for health spa services shall provide that it is subject  
5 to cancellation by notice sent by ~~registered~~ CERTIFIED mail, return receipt  
6 requested, or personally delivered to the address of the health spa specified  
7 in the contract upon the customer's death or permanent disability. ~~In a  
8 cancellation under this subsection, the health spa may retain the portion of  
9 the total contract price representing the services used plus reimbursement  
10 for the expenses incurred in an amount not to exceed twenty-five per cent of  
11 the total contract price.~~

12 F. A CONTRACT FOR HEALTH SPA SERVICES SHALL PROVIDE THAT IT IS SUBJECT  
13 TO CANCELLATION OR SUSPENSION BY NOTICE SENT BY CERTIFIED MAIL, RETURN  
14 RECEIPT REQUESTED, OR PERSONALLY DELIVERED TO THE ADDRESS OF THE HEALTH SPA  
15 SPECIFIED IN THE CONTRACT IF THE CUSTOMER IS A MEMBER OF THE UNITED STATES  
16 MILITARY, INCLUDING A MEMBER OF THE NATIONAL GUARD OR RESERVE UNIT, AND IS  
17 SERVING ON FEDERAL ACTIVE DUTY AND DEPLOYED OUTSIDE OF THIS STATE. THE  
18 REQUEST FOR CANCELLATION OR SUSPENSION SHALL BE MADE BY THE MEMBER OR THE  
19 MEMBER'S LEGALLY DESIGNATED REPRESENTATIVE AND INCLUDE A COPY OF THE MEMBER'S  
20 OFFICIAL MILITARY ORDERS OR A WRITTEN VERIFICATION FROM THE MEMBER'S  
21 COMMANDING OFFICER. THE REQUEST SHALL BE MADE WITHIN NINETY DAYS AFTER THE  
22 MEMBER RECEIVES NOTICE OF SERVING ON FEDERAL ACTIVE DUTY AND DEPLOYMENT  
23 OUTSIDE OF THIS STATE.

24 G. IN A SUSPENSION UNDER SUBSECTION F, THE HEALTH SPA SHALL NOT CHARGE  
25 ANY FEES FOR REINSTATEMENT OF THE HEALTH SPA CONTRACT AND SHALL MAINTAIN THE  
26 ORIGINAL PAYMENT OBLIGATIONS SET FORTH IN THE HEALTH SPA CONTRACT. A  
27 CONTRACT FOR HEALTH SPA SERVICES SUSPENDED PURSUANT TO SUBSECTION F SHALL BE  
28 SUBJECT TO CANCELLATION TWO YEARS FROM THE DATE OF SUSPENSION IF THE CUSTOMER  
29 FAILS TO REINSTATE THE CONTRACT.

30 H. IN A CANCELLATION UNDER SUBSECTION E, F OR G THE HEALTH SPA MAY  
31 RETAIN THE PORTION OF THE TOTAL CONTRACT PRICE REPRESENTING THE SERVICES USED  
32 PLUS REIMBURSEMENT FOR THE EXPENSES INCURRED IN AN AMOUNT NOT TO EXCEED  
33 TWENTY-FIVE PER CENT OF THE TOTAL CONTRACT PRICE.

34 ~~F.~~ I. A contract for health spa services shall provide that it is  
35 subject to cancellation by notice sent by ~~registered~~ CERTIFIED mail, return  
36 receipt requested, or personally delivered, to the address of the health spa  
37 specified in the contract upon the customer's change of permanent residence  
38 to a location more than twenty-five miles from the health spa or an  
39 affiliated health spa offering the same or similar services and facilities at  
40 no additional expense to the customer. In a cancellation under this  
41 subsection, the health spa may retain the portion of the total contract price  
42 representing the services used plus reimbursement for the expenses incurred  
43 in an amount not to exceed twenty-five per cent of the total contract price.