

REFERENCE TITLE: health spa contracts; military members

State of Arizona
House of Representatives
Forty-eighth Legislature
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HB 2519

Introduced by
Representatives Ableser, Paton, Sinema: Alvarez, Bradley, Campbell CH,
Crandall, Gallardo, Lopez, Meza, Rios P, Tobin, Ulmer

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:

8 1. Upon the customer's death or permanent disability. ~~In a~~
9 ~~cancellation under this subsection, the health spa may retain the portion of~~
10 ~~the total contract price representing the services used plus reimbursement~~
11 ~~for the expenses incurred in an amount not to exceed twenty-five per cent of~~
12 ~~the total contract price.~~

13 2. IF THE CUSTOMER IS A MEMBER OF THE UNITED STATES MILITARY AND IS
14 SERVING ON FEDERAL ACTIVE DUTY. THE REQUEST FOR CANCELLATION MAY BE MADE BY
15 THE MEMBER OR THE MEMBER'S SPOUSE. THE REQUEST SHALL BE MADE WITHIN NINETY
16 DAYS AFTER THE MEMBER RECEIVES NOTICE OF FEDERAL ACTIVE DUTY DEPLOYMENT.

17 F. IN A CANCELLATION UNDER SUBSECTION E, THE HEALTH SPA MAY RETAIN THE
18 PORTION OF THE TOTAL CONTRACT PRICE REPRESENTING THE SERVICES USED PLUS
19 REIMBURSEMENT FOR THE EXPENSES INCURRED IN AN AMOUNT NOT TO EXCEED
20 TWENTY-FIVE PER CENT OF THE TOTAL CONTRACT PRICE.

21 ~~F.~~ G. A contract for health spa services shall provide that it is
22 subject to cancellation by notice sent by ~~registered~~ CERTIFIED mail, return
23 receipt requested, or personally delivered, to the address of the health spa
24 specified in the contract upon the customer's change of permanent residence
25 to a location more than twenty-five miles from the health spa or an
26 affiliated health spa offering the same or similar services and facilities at
27 no additional expense to the customer. In a cancellation under this
28 subsection, the health spa may retain the portion of the total contract price
29 representing the services used plus reimbursement for the expenses incurred
30 in an amount not to exceed twenty-five per cent of the total contract price.