

Sample Contract

Pursuant to the Fair Business Practices Act, O.C.G.A. § 10-1-393.2, all Georgia health spa/gym contracts must contain the following language:

[Please note — The seven-day cancellation below must be placed on the first page of the contract]

- You (the buyer) have seven business days to cancel this contract. To cancel, mail or hand deliver a letter to the following address:

Name of health spa

Address

City, State, ZIP code

Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you send your cancellation notice by registered or certified mail, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the spa, acknowledging your cancellation.

To be effective, your cancellation must be postmarked by midnight, or hand delivered by midnight on _____, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.

- You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex or vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail, return receipt requested.
- If you become totally and permanently disabled during your membership term, you may cancel this contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount equal to the value of the services made available for use.
- If you have a history of heart disease, you should consult a physician before joining a spa.

- If you should die during the membership term or any renewal term, your estate may cancel the contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount computed by dividing the total cost of your membership by the total number of months of the membership and multiplying the result by the number of months expired in the membership term. Reasonable proof of death may be required under this paragraph.
- Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health spa at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

*[All sections must be in at least 10-point font except for the notice below, which must be in at least **14-point boldface type:**]*

- **NOTICE**

State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and no other protections may be provided to you should you choose to pay in advance.

Signature of member

Date