
SENATE BILL 5719

State of Washington

52nd Legislature

1991 Regular Session

By Senators Matson and Moore.

Read first time February 18, 1991. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to health studios; and amending RCW 19.142.040.

2 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

3 **Sec. 1.** RCW 19.142.040 and 1990 c 55 s 2 are each amended to read
4 as follows:

5 A contract for health studio services shall include all of the
6 following:

7 (1) The name and address of the health studio facilities operator;

8 (2) The date the buyer signed the contract;

9 (3) A description of the health studio services and general
10 equipment to be provided, or acknowledgement in a conspicuous form that
11 the buyer has received a written description of the health studio
12 services and equipment to be provided. If any of the health studio
13 services or equipment are to be delivered at a planned facility, at a
14 facility under construction, or through substantial improvements to an
15 existing facility, the description shall include a date for completion

1 of the facility, construction, or improvement. Health studio services
2 must begin within twelve months from the date the contract is signed
3 unless the completion of the facility, construction, or improvement is
4 delayed due to war, or fire, flood, or other natural disaster;

5 (4) A statement of the duration of the contract. No contract for
6 health studio services may require payments or financing by the buyer
7 over a period in excess of thirty-six months from the date of the
8 contract, nor may any contract term be measured by or be for the life
9 of the buyer;

10 (5) The use fees or dues to be paid by the buyer and if such fees
11 are subject to periodic adjustment. Use fees or dues may not be raised
12 more than once in any calendar year;

13 (6) A complete statement of the rules of the health studio or an
14 acknowledgement in a conspicuous form that the buyer has received a
15 copy of the rules;

16 (7) Clauses which notify the buyer of the right to cancel:

17 (a) If the buyer dies or becomes totally disabled. The contract
18 may require that the disability be confirmed by an examination of a
19 physician agreeable to the buyer and the health studio;

20 (b) (i) Subject to (b)(ii) of this subsection, if the buyer moves
21 his or her permanent residence to a location more than twenty-five
22 miles from the health studio or an affiliated health studio offering
23 the same or similar services and facilities at no additional expense to
24 the buyer and the buyer cancels after one year from signing the
25 contract if the contract extends for more than one year. The health
26 studio may require reasonable evidence of relocation;

27 (ii) If at the time of signing the contract requiring payment of an
28 initiation or membership fee the buyer lived more than twenty-five
29 miles from the health studio, the buyer may cancel under (7)(b)(i) of

1 this section only if the buyer moves an additional five miles or more
2 from the health studio.

3 ~~(c) ((If a contract extends for more than one year, the buyer may
4 cancel the contract for any reason upon thirty days' written notice to
5 the health studio;~~

6 ~~(d))~~ If the health studio facilities are permanently closed and
7 comparable facilities owned and operated by the seller are not made
8 available within a ten-mile radius of the closed facility;

9 ~~((e))~~ (d) If a facility, construction, or improvement is not
10 completed by the date represented by the contract;

11 ~~((f))~~ (e) If the contract for health studio services was sold
12 prior to the opening of the facility, the buyer may cancel within the
13 first ~~((five))~~ three business days the facility opens for use of the
14 buyer and the health studio begins to provide the agreed upon health
15 studio services;

16 (8) Clauses explaining the buyer's right to a refund and relief
17 from future payment obligations after cancellation of the contract;

18 (9) A provision under a conspicuous caption in capital letters and
19 boldface type stating substantially the following:

20 "BUYER'S RIGHT TO CANCEL

21 If you wish to cancel this contract without penalty, you
22 may cancel it by delivering or mailing a written notice to the
23 health studio. The notice must say that you do not wish to be
24 bound by the contract and must be delivered or mailed before
25 midnight of the third business day after you sign this
26 contract. The notice must be mailed to (insert name
27 and mailing address of health studio). If you cancel within
28 the three days, the health studio will return to you within

1 thirty days all amounts you have paid."