

## **IMPORTANT NOTES TO CONSIDER BEFORE ENTERING INTO A HEALTH CLUB MEMBERSHIP AGREEMENT:**

1. When considering a health club contract, it is recommended that you visit the gym before signing a contract. Entering into the contract online may be convenient, but if you've never been to the health club you haven't given yourself the opportunity to actually determine if:
  - a. The club location is easily accessible for you (in a location that's convenient and in an area you feel comfortable going to).
  - b. The club amenities are as described online – equipment is the type you are looking for, is in good condition/operating order, and there are enough machines, weights, etc. to allow everyone to work out without having to wait too long in between members.
  - c. Locker rooms and restrooms are clean and ample enough for all members, even at busy times in the club.
2. **YOU SHOULD NOT RELY UPON ANY ORAL REPRESENTATIONS AS BEING CORRECT. REFER TO YOUR COPY OF THE MEMBERSHIP CONTRACT TO REVIEW AND CONFIRM ALL TERMS OF THE CONTRACT.** Prior to signing a contract, be sure to either review a hard copy of the contract or ask to review the entire contract electronically. Be sure to verify that the starting and ending dates are what you agreed to (determine the initial term of membership – is it a month to month membership, a 12 month commitment, a 2 year commitment, etc). Be sure to read and understand the conditions for cancelling the membership. If there is anything you don't understand, **DON'T SIGN THE MEMBERSHIP AGREEMENT**, until it has been clarified fully for you.
3. Pursuant to the Virginia Health Club Act, all membership agreements must contain the **BUYER'S RIGHT TO CANCEL** notice which allows the member to cancel under the following circumstances:
  - a. A buyer may cancel the contract without penalty within three business days<sup>1</sup> of its making and, upon notice to the health club of the buyer's intent to cancel, shall be entitled to receive a refund of ALL moneys paid under the contract.
  - b. A buyer may cancel the contract if the facility relocates or goes out of business and the health club fails to provide comparable alternate facilities<sup>2</sup> within five driving miles of the location designated in the health club contract. Upon receipt of notice of the buyer's intent to cancel, the health club shall refund to the buyer funds paid or accepted in payment of the contract in an amount computed as prescribed in §59.1-297.1.

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<sup>1</sup>"Business day" means any day except a Sunday or a legal holiday.

<sup>2</sup>"Comparable alternate facility" means a health club facility that is reasonably of like kind, in nature and quality, to the health club facility originally contracted, whether such facility is in the same location but owned or operated by a different health club (change of ownership but club continues to operate in same location) or is at another location of the same health club (ownership of the club has another location and transfer memberships to second location).

- c. The contract may be cancelled if the buyer dies or becomes physically unable to use a substantial portion of the services for 30 or more consecutive days. If the buyer becomes physically unable to use a substantial portion of the services for 30 or more consecutive days and wishes to cancel his contract, he must provide the health club with a signed statement from his doctor, physician's assistant, or nurse practitioner verifying that he is physically unable to use a substantial portion of the health club services for 30 or more consecutive days. Upon receipt of notice of the buyer's intent to cancel, the health club shall refund to the buyer funds paid or accepted in payment of the contract in an amount computed as prescribed in §59.1-297.1. In the case of disability, the health club may require the buyer to submit to a physical examination by a doctor, physician's assistant or nurse practitioner agreeable to the buyer and the health club within 30 days of receipt of notice of the buyer's intent to cancel. The cost of the examination shall be borne by the health club.
4. The buyer must notify the health club of cancellation in writing, by certified mail, return receipt requested or personal delivery, to the address of the health club as specified in the health club contract. If you deliver the written notice personally, it is strongly recommended that you take two copies of the notice, both signed and dated by you, and you have whoever accepts the notice to also sign and date both copies – one to be left with the club and one for your records in case there is an issue with the cancellation and you need proof of delivery.
5. The Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act. If you have any questions regarding a health club, you can check the registration status on our website using the following link: <http://www.vdacs.virginia.gov/pdf/health-club-status.pdf> or you can contact Sandy Harrington, Compliance Officer at 804-225-4601 or by email at [sandy.harrington@vdacs.virginia.gov](mailto:sandy.harrington@vdacs.virginia.gov).