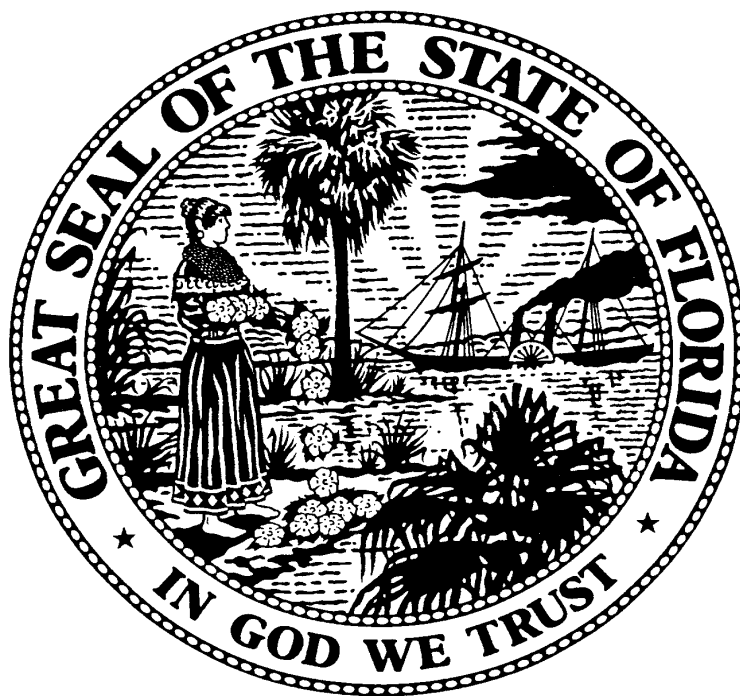


FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES



**ADAM H. PUTNAM
COMMISSIONER**

**HEALTH STUDIO
REGISTRATION APPLICATION**
Chapter 501.012 – 501.019, Florida Statutes
5J-4.004, 5J-4.005

Florida Department of Agriculture and Consumer Services
Florida Health Studio Registration Application

Table of Contents

Filing Instructions Page II

Application Checklist Pages II – III

Contract Requirements Page III

Registration Application Pages 1 – 3

Affidavit of Exemption Page 4

Florida Law requires all health studios, which operate in the State of Florida, to annually obtain a certificate from the Department of Agriculture and Consumer Services. The annual registration fee is \$300 and is required of each health studio location. As part of the registration requirement, certain health studios must post a \$50,000 security with the Department to satisfy claims that may arise as a result of violations of Florida law. In addition, you must show proof of registration from the Department prior to obtaining or renewing your local occupational license.

If you are subject to the security requirements of the law, you must maintain a surety bond in the sum of \$50,000 for the period encompassing any pre-opening sales and for a period of five years after actual commencement of business. In lieu of maintaining a surety bond, you may, subject to approval by the Department: (1) secure an irrevocable commercial letter of credit from a bank, savings and loan association, or other financial institution; (2) Furnish a guaranty agreement, which is secured by a certificate of deposit. Please see s. 501.016, F. S., for security exemptions.

There are businesses which are exempt from all of the provisions of the health studio registration law. Pursuant to s. 501.013, F.S., the following shall be declared exempt upon filing an affidavit with the Department establishing that the business meets one of the following exemption qualifications:

- (1) The business is a bona fide non-profit organization which has been granted tax-exempt status by the United States Internal Revenue Service (IRS);
- (2) The business is a gymnastics school engaged only in instruction and training and in which exercise is only incidental to such instruction and training;
- (3) The business is a golf, tennis or racquetball club in which sports play is the only activity offered by the club. This exemption does not apply if the facility offers the use of physical exercise equipment;
- (4) The business is a program or facility offered and used only for the purpose of dance, aerobic exercise, or martial arts, and which utilizes no physical exercise equipment;
- (5) A country club that has as its primary function the provision of a social life and recreational amenities to its members, and for which a program of physical exercise is merely incidental to membership.

APPLICATION CHECKLIST AND INSTRUCTIONS

Item #1

Provide the name of the health studio.

Item #2

Provide the physical street address for the health studio. Include the suite, room, or other unit number. If the mailing address (i.e. a generally used post office box) is different from the health studio's street address, provide that address as well. **Note: In order for correspondence to be sent directly to an attorney or other third party, you must insert the attorney's or third party's address as the mailing address for the health studio.**

Item #3

You must provide the telephone number, including the area code, for the health studio. If the health studio does not maintain a specific location (i.e. personal training services), provide the telephone number of a person who will represent the health studio. Also, provide the address for electronic mail and website.

Item #4

Provide the legal name, address, and telephone number of the owner.

Item #5

Please select the type of business organization for which you are registering.

Item #6

Provide the applicant's federal employer identification number. **Note: Taxpayers can obtain an EIN immediately by calling the IRS Business and Specialty Tax Line (800-829-4933).**

Item #7

Provide the name and address of each direct or beneficial owner of at least 10%; the person in charge of daily operations; and if corporation, all corporate officers, and directors. Indicate the percentage of ownership – total of ownership must equal 100%. [s.501.015(1), F.S.]

Item #8

Select the type of security that is provided and provide the requested documentation, **OR** select the security provision that is applicable and provide the requested documentation. [s.501.016), F.S.]

OTHER REQUIRED DOCUMENTS AND FEES

In order to process your application as quickly as possible, and avoid costly delays, please verify that all items listed below are included prior to sending:

- Completed registration application.
- \$300 fee **for each location** (Make check or money order payable to the Florida Department of Agriculture and Consumer Services). All fees are nonrefundable.
- Copy of **membership contract** to be used by this location. Requires contract provisions provided.
- Original copy** of applicable bond, irrevocable letter of credit, or guaranty agreement and security). Sample forms can be accessed online at www.800helpfla.com.

Please submit everything listed above (completed application; \$300 per location, made payable to FDACS, copy of membership contract, original assurance instrument) to:

Florida Department of Agriculture and Consumer Services
Health Studio Program
P.O. Box 6700
Tallahassee, FL 32399-6700

SECURITY REQUIREMENTS

Do you need to post \$50,000 in security?

- Do you collect fees beyond 30 days in advance? **Yes** **No**
- Do you charge a service fee (includes, but not limited to, registration, membership, processing, and startup fees) that is more than 10% of the total contract price? **Yes** **No**
- Does the consumer have to authorize a 3rd party to collect dues (EFT, etc.) on behalf of a health studio? **Yes** **No**

If you answered **YES** to **EITHER** of the above questions then you must post an original security instrument in the amount of \$50,000 with the Florida Department of Agriculture and Consumer Services. A security instrument may be in the form of a surety bond, irrevocable letter of credit, or certificate of deposit.

CONTRACT REQUIREMENTS

Florida law requires agreements made between health studios and buyers of health services to be set out in writing if the services are paid for in advance, or if the buyer agrees to make installment payments. The law also requires the written contract to contain specific written provisions in the immediate proximity of the buyer's signature.

For your convenience, we have developed an informational checklist. Please use this to determine if your contract conforms to Florida law. [s.501.017, F.S.]

Check contracts for the following items before submitting:

1. Legal name of business, name under which health studio is operating (if different), address, and physical location of the health studio must be on contract. The information on the contract must match the information provided on the application.
2. The health studio registration number issued by the Department shall appear on each contract in the following form: (Name of Firm)... is registered with the State of Florida as a Health Studio Facility Registration Number...”.
3. The terms of the contract shall specify the charges to be assessed for each health studio service provided under the contract.
4. Provisions (A-J) below shall be in immediate proximity to the space reserved in the contract for the signature of the buyer and in **10-point boldfaced type**.
5. Provision J (in all capital letters and bold near the signature line) must be on the contract if the business is exempt from the \$50,000 security requirement.
6. Contracts must be in writing and contain the entire agreement between the parties.
7. A copy of the contract signed by all parties must be provided to the consumer at the time of its execution.
8. The contract must show the date of the transaction and must include the membership's beginning and ending dates.
9. Contracts may not represent that they are for a lifetime or allow the buyer to use facilities for an indefinite term. If the health studio offers a guaranteed annual renewal rate, it is important that the renewal language not convey that the renewal is for a lifetime or indefinite term.

CONSUMER PROTECTION CLAUSES

The following clauses are provided for your information. **These consumer protection clauses must be in substantially equivalent language in 10 point boldfaced type.** For further information, please see s. 501.017, F.S., a copy of which is enclosed with this package.

- A. The contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all monies paid under the contract, except that the health studio may retain an amount computed by dividing the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision. *[s. 501.017(1)(a), F.S.]*
- B. The contract provides for the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles of the business location designated in such contract at no additional cost to the buyer. *[s. 501.017(1)(b)1, F.S.]*
- C. The contract provides that notice of intent to cancel by the buyer shall be given in writing to the health studio. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce such contract after receipt of such showing, it may request the Department to determine the sufficiency of the showing. *[s. 501.017(1)(b)2, F.S.]*
- D. The contract provides that if the Department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 1. Upon sale, for not more than fourteen (14) consecutive days; or
 2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. *[s. 501.017(1)(b)3, F.S.]*

- E. The disclosure statement shall include a provision advising the buyer to contact the Department for information within sixty (60) days should the health studio go out of business. [s. 501.017(1)(c), F.S.]
- F. The contract provides for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the buyer used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(d), F.S.]
- G. The contract provides that the initial contract will not be for a period in excess of thirty six (36) months, and thereafter shall only be renewable annually. Such renewal contracts may not be executed and the fee therefore paid until sixty (60) days or less before the preceding contract expires. [s. 501.017(1)(e), F.S.]
1. IF you sell a single contract for thirty (30) days or less, without any option or other condition which establishes any right or obligation of a member beyond the thirty (30) day period then this provision should read as follows: The initial contract will not be for a period in excess of thirty (30) days. Renewal contracts may not be executed and the fee therefore paid until the preceding contract expires.
- IF you sell SESSIONS in this manner then the contract must **ALSO** indicate that **ALL** sessions must be used within thirty (30) days.
- H. The contract provides that if the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification. [s. 501.017(1)(f), F.S.]
- I. **Health studios exempt from posting security must include in all contracts for health studio services the following disclosure statements** [s. 501.017(2), F.S.):

SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH 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 STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

Please be aware contract form approvals are subject to subsequent changes in the law. Each year the health studio is required to submit the contract form(s) currently in use with the annual renewal application.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services



ADAM H. PUTNAM
COMMISSIONER

**HEALTH STUDIO
REGISTRATION APPLICATION**

Florida Health Studios Act
s. 501.012 – 501.019, Florida Statutes
5J-4.004

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Make check or money order
payable and remit application to:

FDACS
P.O. Box 6700
Tallahassee, FL 32399-6700

All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S. PLEASE TYPE OR PRINT. Additional pages may be attached if additional space is needed. Annual Registration Fee: \$300, s.501.015(2), F.S. for each health studio location. If an item is not applicable to your business please mark n/a.

Business Information [501.015, F.S.]

Please Select one:

- New Business Change of Owner Renewal

1. Name of Health Studio (include fictitious name or DBA if other than legal name):

2. Business Location Physical Address (include APT or SUITE #):

City: _____ State: _____ Zip Code: _____ - _____

Mailing Address (if different from above):

City: _____ State: _____ Zip Code: _____ - _____

3. Telephone Number: (_____) _____ - _____ **Fax Number:** (_____) _____ - _____

Email Address: _____ **Website:** _____

4. Legal Name of Owner

If a corporation or limited liability corporation, full name as registered with the Florida Department of State, Division of Corporations. Name of person if a sole proprietorship. Name of each general partner and name of partnership, if a partnership.

Physical Address:

City: _____ State: _____ Zip Code: _____ - _____

Telephone Number: (_____) _____ - _____

Fax Number (if applicable): (_____) _____ - _____

Email Address: _____

Website: _____

Org Code: 42100608000
EO: A2
Object Code: 001106 \$300.00

5. Form of organization: [501.015(1), F.S.]

Corporation LLC Partnership Sole Proprietorship Other (please describe below):

6. Federal Employer ID Number (FEIN):

_____ - _____

7. Provide the name and address of each direct or beneficial owner of at least 10% of the business. If a corporation, list the name and address for each corporate officer and director. Indicate the percentage of ownership for each individual listed - total of ownership must equal 100%. (attach a separate sheet if necessary) [s.501.015(1), F.S.]

| | |
|---|---|
| Name: _____ Title: _____ Address: _____ City: _____ State: Zip Code: _____ - _____ Telephone Number: Percent of Ownership: (_____) _____ - _____ % | Name: _____ Title: _____ Address: _____ City: _____ State: Zip Code: _____ - _____ Telephone Number: Percent of Ownership: (_____) _____ - _____ % |
|---|---|

| | |
|---|---|
| Name: _____ Title: _____ Address: _____ City: _____ State: Zip Code: _____ - _____ Telephone Number: Percent of Ownership: (_____) _____ - _____ % | Name: _____ Title: _____ Address: _____ City: _____ State: Zip Code: _____ - _____ Telephone Number: Percent of Ownership: (_____) _____ - _____ % |
|---|---|

| | |
|---|---|
| Name: _____ Title: _____ Address: _____ City: _____ State: Zip Code: _____ - _____ Telephone Number: Percent of Ownership: (_____) _____ - _____ % | Name: _____ Title: _____ Address: _____ City: _____ State: Zip Code: _____ - _____ Telephone Number: Percent of Ownership: (_____) _____ - _____ % |
|---|---|

8. Indicate the Type of Security Provided if applicable:

- \$50,000 Surety Bond (original enclosed) [s. 501.016(1), F.S.]
- \$50,000 Irrevocable Letter of Credit (original enclosed) [s. 501.016(2)(a), F.S.]
- \$50,000 Guaranty Agreement which is secured by a Certificate of Deposit (original enclosed) [s. 501.016(2)(b), F.S.]

OR

Security provision **NOT APPLICABLE**. This health studio is not subject to the security requirement of s.501.016, F.S., for the reason checked below (please attach documents which support your claim):

- For the most recent 5-year period this health studio:
 - has operated continuously under the same ownership and control,
 - has operated in compliance with ss. 501.012 - 501.019, F.S., and the rules adopted thereunder,
 - has not had any civil, criminal, or administrative adjudication against it by any state or federal agency, AND
 - has a satisfactory consumer complaint history as defined in s. 501.016(6), F.S.
- This health studio is not engaged in the sale of future services and operates and will continue to operate on a daily cash basis or will collect money only after services are rendered. [s. 501.016, F.S.]
- This health studio offers or sells only a single contract for 30 days or less, without any option or other condition which establishes any right or obligation of a member beyond the 30 day period. The number of monthly payments in such a contract shall be equal to the number of months in the contract (Please attach a copy of each membership contract). [s. 501.016, F.S.]
- This health studio offers or sells contracts with payments collected directly by the studio on a monthly basis. (Please attach a copy of each membership contract). [s. 501.016, F.S.]

NOTE: In the event the business is not yet in operation and is conducting pre-opening sales, you must provide the Department with a copy of the escrow account, if established, which would contain all funds received for future consumer services sold prior to full operation of the health studio location and specify a date certain for opening, pursuant to s.501.016(5), F.S.)

You should understand that operating a health studio in a manner inconsistent with the provisions of s.501.012-019, F.S., or the statements contained in this document will subject the health studio to administrative action by the Department, including denial of registration and/or administrative fines. Failure to notify the Department of changes to the statements contained in this application is no defense to administrative action pursued by the Department.

Should the information submitted on this application change, you should immediately notify the Department of Agriculture and Consumer Services of such changes within ten (10) days.

Print Name of Owner

Title

Signature of Owner

_____/_____/_____
Month Day Year

Phone Number (required)

Florida Department of Agriculture and Consumer Services
Division of Consumer Services



ADAM H. PUTNAM
COMMISSIONER

**AFFIDAVIT OF EXEMPTION
FLORIDA HEALTH STUDIO ACT**

s.501.012 – 501.019, Florida Statutes
5J-4.005

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Return completed form to:

FDACS
Terry Lee Rhodes Building
2005 Apalachee Parkway
Tallahassee, FL 32399-6700

Section 501.013, Florida Statutes, allows certain businesses or activities to claim exemption from health studio registration upon filing an affidavit with the Department of Agriculture and Consumer Services and establishing that certain qualifications have been met. This affidavit can be used for your business if the nature of your business is among those listed. If an exemption exists for your business and is listed, complete the Affidavit of Exemption and check the applicable exemption. Please note, you must provide documentation that establishes that the qualifications have been met. Upon establishing that your business meets the exemption, you will receive verification of the exempt status of your business from the Department.

STATE OF _____ COUNTY OF _____

Personally appeared before me, the undersigned authority, _____
(name of person making statement)

whose title is _____ of _____
(title of person making statement) (name of business)

located in _____ at _____, _____
(city, state, and zip code) (complete street address) (telephone number, including area code)

who, being duly sworn, says:

This business is not subject to registration as a health studio for the following reason checked below:

- The business is a bona fide non-profit organization which has been granted tax-exempt status by the United States Internal Revenue Service (IRS);
- The business is a gymnastics school engaged only in instruction and training and in which exercise is only incidental to such instruction and training;
- The business is a golf, tennis or racquetball club in which sports play is the only activity offered by the club. This exemption does not apply if the facility offers the use of physical exercise equipment;
- The business is a program or facility offered and used only for the purpose of dance, aerobic exercise, or martial arts, and which utilizes no physical exercise equipment;
- A country club that has as its primary function the provision of a social life and recreational amenities to its members, and for which a program of physical exercise is merely incidental to membership.

Signature of Affiant _____ / _____ / _____
Month Day Year

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____,
who is personally known to me or who has produced _____ as identification.

Notary Public Signature

Notary Public Name, Please Print