

(I) THE BUYER OF A HEALTH CLUB SERVICE PURCHASES, OR BECOMES OBLIGATED TO PURCHASE, HEALTH CLUB SERVICES TO BE RENDERED IN THE FUTURE, OVER A PERIOD LONGER THAN 3 MONTHS; AND

~~{II}--FULL-PERFORMANCE-UNDER-THE--AGREEMENT WILL-NOT-BE-MADE-UNTIL-MORE-THAN-1-YEAR-FROM-THE-DATE-OF-THE-AGREEMENT,-AND~~

(II) THE SELLER OF A HEALTH CLUB SERVICES AGREEMENT COLLECTS MORE THAN 3 MONTHS' PAYMENT IN ADVANCE; AND

(III) THE SERVICE TO BE RENDERED UNDER THE AGREEMENT IS FOR PERSONAL, FAMILY, OR HOUSEHOLD USE.

~~{2}--"FUTURE--SERVICES"--INCLUDES-AGREEMENTS-FOR-~~

~~{I}--EXTENDED-WARRANTIES-OR--GUARANTEES--ON AUTOMOBILES,---APPLIANCES,---OR---OTHER--GOODS---FOR--PERSONAL, FAMILY,-OR-HOUSEHOLD-USE;~~

~~{II}--DANCE-STUDIO-LESSONS;~~

~~{III}--HEALTH-SPA,-FIGURE-SALON,---OR---OTHER PHYSICAL-CULTURE-SERVICES,-OR~~

~~{IV}--PRENEED-CEMETERY-OR-FUNERAL-SERVICES-~~

(2) "HEALTH CLUB SERVICES" INCLUDES HEALTH SPA, FIGURE SALON, OR OTHER PHYSICAL CULTURE SERVICE ENTERPRISES OFFERING FACILITIES FOR THE PRESERVATION, MAINTENANCE, ENCOURAGEMENT, OR DEVELOPMENT OF PHYSICAL FITNESS OR PHYSICAL WELL-BEING.

(3) "FUTURE HEALTH CLUB SERVICES" DOES NOT INCLUDE AGREEMENTS FOR SERVICES RENDERED BY:

(I) ANY NONPROFIT PUBLIC OR PRIVATE SCHOOL, COLLEGE, OR UNIVERSITY;

(II) THE STATE, OR ANY OF ITS POLITICAL SUBDIVISIONS; OR

(III) ANY NONPROFIT RELIGIOUS, ETHNIC, COMMUNITY, OR SERVICE ORGANIZATION.

(C) "DIVISION" MEANS THE CONSUMER PROTECTION DIVISION OF THE OFFICE OF THE ATTORNEY GENERAL.

14-12B-02.

~~{A}--ANY-PERSON-WHO-SELLS-FUTURE-HEALTH--CLUB-SERVICES-AGREEMENTS--SHALL--ESTABLISH-A-SEPARATE-ESCROW-ACCOUNT-IN-AN-AMOUNT-NOT-LESS-THAN-10-PERCENT--OF-THE--TOTAL--OUTSTANDING~~