

~~{2}--{The--health--club--facility--shall--conspicuously disclose--in--the--health--services--agreement--the--buyer's--right--to cancel--within--3--business--days}--A--BUYER--WHO--PURCHASES--HEALTH--CLUB SERVICES--FOR--A--PLANNED--FACILITY--OR--A--FACILITY--UNDER--CONSTRUCTION MAY--CANCEL--THE--CONTRACT--AT--ANY--TIME--PRIOR--TO--5--BUSINESS--DAYS AFTER--THE--OPENING--OF--THE--FACILITY,--OR--AFTER--RECEIVING--NOTICE--OF THE--OPENING--OF--THE--FACILITY,--WHICHEVER--COMES--LATER.~~

{3} (2) If the buyer cancels ~~{within 3 business days}~~ UNDER PARAGRAPH ~~{1}~~ OR ~~{2}~~ OF THIS SUBSECTION, the health club facility shall refund any deposit, down payment, or payment on the agreement INCLUDING ANY INITIATION, DEPOSIT, MEMBERSHIP, OR OTHER FEES.

~~{4} (3) AT--THE--TIME--THE--BUYER--SIGNS--ANY--CONTRACT--FOR HEALTH--CLUB--SERVICES,--EACH--SELLER--OF--HEALTH--CLUB--SERVICES--SHALL FURNISH--TO--THE--BUYER--AND--HAVE--THE--BUYER--SIGN--A--SEPARATE--FORM--IN DUPLICATE--ENTITLED--"NOTICE--OF--CONSUMER--RIGHTS",--WHICH--CLEARLY--AND CONSPICUOUSLY--DISCLOSES--IN--A--FORM--ACCEPTABLE--TO--THE--DIVISION EACH CONTRACT FOR HEALTH CLUB SERVICES SHALL CONSPICUOUSLY DISCLOSE UNDER THE HEADING "NOTICE OF CONSUMER RIGHTS":~~

(I) THE SELLER'S HEALTH CLUB REGISTRATION NUMBER WITH THE DIVISION;

(II) A DESCRIPTION OF WHETHER THE SELLER IS BONDED AND THE AMOUNT OF THE BOND OR, IF NOT BONDED, AN EXPLANATION OF THE BASIS FOR THE SELLER'S EXEMPTION FROM THE BONDING REQUIREMENTS--~~;~~;

(III) THE BUYER'S RIGHT TO CANCEL AS DEFINED IN ~~§--14--12B--05~~ § 14-12B-06 OF THIS SUBTITLE; AND

(IV) THE BUYER'S RIGHTS IN THE EVENT OF A DISABILITY OR TEMPORARY CLOSING UNDER § 14-12B-04.

{5} (4) EACH CONTRACT FOR THE SALE OF HEALTH CLUB SERVICES SHALL CONTAIN IN A FORM ACCEPTABLE TO THE DIVISION:

(I) A CLEAR AND CONSPICUOUS ITEMIZED DESCRIPTION OF ANY FEES AND CHARGES; AND

(II) IF THE FACILITY IS NOT IN OPERATION, THE EXPECTED DATE OF OPENING--~~;~~ AND A DESCRIPTION OF THE SPECIFIC SERVICES AND FACILITIES THAT WILL BE AVAILABLE UPON OPENING.

~~{III}--IN--THE--CASE--OF--A--BONDED--HEALTH--CLUB,--THE NAME--AND--ADDRESS--OF--THE--SURETY--AND--A--DESCRIPTION--OF--THE--CLAIMS PROCEDURE,--AND~~

~~{IV}--WHERE--A--LETTER--OF--CREDIT--HAS--BEEN--POSTED, THE--PROCEDURE--TO--FILE--A--CLAIM--WITH--THE--DIVISION.~~