

(a) A health club services agreement may not contain an automatic renewal clause, unless the agreement provides for a renewal option for continued membership which must be accepted ~~AT THE TERMINATION OF THE CONTRACT~~ by the buyer.

(b) (1) ~~{A}--EXCEPT--AS--PROVIDED--IN--PARAGRAPH--(2)--OF--THIS SUBSECTION,~~ A buyer described in § 14-12B-01(b)(1)(i) of this subtitle may cancel a health club services agreement within 3 business days after receipt of a copy of the agreement by notifying the health club in writing. Written notification shall be delivered in person or by certified mail, return receipt requested, bearing a postmark from the United States Postal Service, and if mailed shall be postmarked by midnight of the third business day.

~~{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: