



STATE OF SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS

APPLICATION FOR A CERTIFICATE OF AUTHORITY PHYSICAL FITNESS SERVICES (RENEWAL FILING) DCA-PF-2

Mailing Address
P.O. Box 5757
Columbia, SC 29250-5757

S.C. Code Ann. §§ 44-79-10 et seq. (Supp. 1997)
www.sccconsumer.gov
803-734-4236/800-922-1594
ALL FORMS ARE AVAILABLE ON OUR WEBSITE

Street Address
3600 Forest Drive
Columbia, SC 29204-4406

Filing deadline is December 31st

Provide All Information Requested Below:

For Office Use Only

Filing Year _____

Business Name and Address

Print Name In Which Business is Displayed to Public

Corporate Name (if applicable)

Physical Address

(City) (State) (Zip)

Mailing Address

(City) (State) (Zip)

Telephone Number of Business

E-Mail Address

Print Name of Contact Person at Business

Type of Business (check one)

- Corporation
- LLC
- Partnership
- Sole Ownership

check if no longer in business, sign page 2 and return

First Filing
Yes No

| | |
|------|--|
| Name | Birthdate and Social Security Number if sole proprietor or partnership |
| | |

THIS INFORMATION IS REQUIRED UNDER THE "FAMILY INDEPENDANCE ACT OF 1995"

Types of Services and/or Facilities Offered
(Check as many as apply)

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Health Spa (HP) | <input type="checkbox"/> Tanning Salon (TS) | <input type="checkbox"/> Martial Arts (MA) | <input type="checkbox"/> Water Exercise (AE) |
| <input type="checkbox"/> Weight Loss (WL) | <input type="checkbox"/> Exercise Clubs (EC) | <input type="checkbox"/> Athletic Club (AC) | <input type="checkbox"/> Personal Training (PT) |

Answer each question below

Business Activity Information

- | | | Check One | |
|----|--|--------------------------|--------------------------|
| | | Yes | No |
| 1. | Did you begin providing physical fitness services in South Carolina after June 24, 1980? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Do you use prepaid or credit contracts that run for more than three months? (written or oral) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Answer a. or b. | | |
| a. | Do you use prepaid or credit contracts (excluding personal training contracts) having a total cost of more than two hundred (\$200) dollars? (written or oral) | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | If you are a personal trainer, do you use prepaid or credit contracts having a total cost of more than three hundred (\$300) dollars? | <input type="checkbox"/> | <input type="checkbox"/> |

(written or oral)

4. If you answered "yes" to Question 2 above, will your gross business receipts exceed \$150,000 this calendar year? (Gross volume is the amount reported to the IRS)
5. Do you assign, discount or sell contracts to third parties?
6. Enter the exact number of members that are currently enrolled at the location whose address is listed above. _____
7. How many physical fitness services locations do you have in this State? If only one location, enter (1) _____
8. Did you answer "yes" to Question (1) and answer "yes" to Question (2) or Question (3)?

If your answer to this question is "yes" you are required by law to demonstrate financial responsibility. If you answered "no" proceed to Line 12.

9. Which method of demonstrating financial responsibility do you use? (Check One) Surety Bond
 Letter of Credit
 None of the above

Financial Responsibility

10. If you use either a surety bond or letter of credit place a checkmark next to the category which describes your center and amount of assurance.

| Category | Number of Centers | Number of Members | Assurance Amount | Check One |
|----------|-------------------|-------------------|------------------|--------------------------|
| A | Multiple Center | Any Number | \$25,000 | <input type="checkbox"/> |
| B | Single Center | 300 + Members | \$25,000 | <input type="checkbox"/> |
| C | Single Center | 200 - 299 Members | \$20,000 | <input type="checkbox"/> |
| D | Single Center | 100 - 199 Members | \$15,000 | <input type="checkbox"/> |
| E | Single Center | 1 - 99 Members | \$10,000 | <input type="checkbox"/> |

11. Has the number of centers or number of members increased since your last application to require new evidence of financial responsibility? (See chart in Question 10)

If you answered "yes" to Question 11 you must submit updated evidence of financial responsibility with this application.

12. **Multiply the number which appears on Line 7 by \$50.00. This is the amount you owe:** _____

I certify that all information and answers contained in all parts of this application are complete, true and correct to the best of my knowledge. Also, I agree to abide by all the provisions of the Physical Fitness Services Act and to comply with requests for information made by the S.C. Department of Consumer Affairs. All information provided herein is subject to verification by the S.C. Department of Consumer Affairs. **APPLICATIONS NOT POSTMARKED BY DECEMBER 31 WILL BE SUBJECT TO FINE.** Mail to SCDCA, P.O. Box 5757, Columbia, SC 29250

Sign Your Application

Owner/Manager Signature

Date

Please Print

INSTRUCTIONS FOR FORM DCA-PF-2

PLEASE READ APPLICATION AND INSTRUCTIONS CAREFULLY

INCOMPLETE RENEWAL APPLICATIONS WILL NOT BE PROCESSED.

PART I

General Certificates of Authority expire each December 31st and must be renewed if you wish to continue providing physical fitness services in this State. Applications for renewals will be made on Form DCA-PF-2. The renewal period will be between November 1st and December 31st of each year.

PART II

To obtain a renewal certificate from the S.C. Department of Consumer Affairs you must submit, along with Form DCA-PF-2, the following:

Renewal Requirements

- * copy of your most recent membership agreement (if any);
- * copy of any contracts to be used (if any);
- * bond continuation certificate if a bond is required and has been submitted; or updated letter of credit;
- * indicate any changes pertaining to the list of physical fitness centers, provided to you by the S.C. Department of Consumer Affairs (if needed) and return with completed application;
- * copy of your membership rates as of the time of filing this form.

PART III

Contract Requirements

If you use a prepaid or credit contract at your center, that contract must conform to the requirements set by state law (§44-79-30, §44-79-40, §44-79-50). Contracts not meeting the requirements of state law will result in the return of this application. A copy of these requirements is enclosed for your reference.

PART IV

Renewal Fee

This application must be accompanied by a renewal fee in the amount of \$50.00 per center. Failure to remit the fee will result in the return of this application.

PART V

Information

If you need assistance with completing this application form or have any questions about the Physical Fitness Services Act (§44-79-10 et. seq.), please call the S.C. Department of Consumer Affairs at 734-4246 or 1 (800) 922-1594.

PART VI

Remit to:

South Carolina Department of Consumer Affairs
Physical Fitness Services
P.O. Box 5757
Columbia, S.C. 29250-5757

PHYSICAL FITNESS CONTRACT REQUIREMENTS

§44-79-30. Credit contract requirements

- (A) Every prepaid or credit contract for physical fitness services of over three month's duration or over two hundred dollars in amount must conform to the following requirements:
- (1) The contract must be in writing, and a copy must be given to the customer at the time he signs it;
 - (2) the contract shall state clearly the street address or location of the center and outlets which the member may use at the time the contract is executed and the major facilities or major services which each offers;
 - (3) The contract shall reveal the finance charge, if any, which the member agrees to pay;
 - (4) if the customer executes a promissory note in connection with the contract, the contract shall clearly indicate whether the promissory note is assignable paper and whether it may be discounted and sold to third parties. Assignment of the promissory note does not affect the right of the member to cancel the contract or the method by which the cancellation may be made;
 - (5) The contract must contain a right to cancel provision in the following language:
 - (a)

"CUSTOMER'S RIGHT TO CANCEL"

You may cancel this contract by sending notice of your wish to cancel to the center before midnight of the third business day after you sign the contract. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following:

(Business name and address)

Within thirty days of receipt of this notice, the center shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the center may charge you a reasonable fee based on days of actual use.
 - (b) In addition, you or your estate may also cancel the contract at any time by written notice to the center at the above address if the following circumstances occur:
 - (1) the customer's death;
 - (2) substantial physical disability, certified by a physician, which makes it permanently impossible for the customer to use the center's services.
 - (3) the customer's permanent relocation to a residence over fifty miles distant from an outlet operated by the center, if the center is unable to arrange for the customer's use of another center with equivalent major facilities and services.The center may require presentation of information to substantiate that one of these circumstances has occurred.If the contract is cancelled because of disability, death, or permanent change of residence, the center shall return any note or other evidence of indebtedness and unearned prepayments as follows: For each month that the contract was in effect, the center is entitled to the rate a month or a treatment which it would have charged if the contract had initially been one for the number of months or the number of treatments for which the contract was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the contract.
 - (c) The right of cancellation shall affect only the financial obligations under the contract and customer's right to use the center's physical fitness services.
 - (6) Any contractual provision allowing more liberal rights of cancellation than set forth in this chapter may be substituted for the notice required in this chapter.
- (B) A contract is not required for personal training, private consultations, and fitness testing rendered on an hourly basis unless they are part of a package of over three hundred dollars.

§44-79-40. Prohibited contractual provisions.

No contract for physical fitness services may:

- (1) have a duration of longer than twenty-four months or be measured by the life of the buyer, the life of the center, or any similar indefinite term; provided, however, if a center demonstrates financial responsibility to the administrator of the Department of Consumer Affairs and has been in operation for five or more years in this State, it may offer contracts for physical fitness services for a period of up to thirty-six months if approved in writing by the administrator;
- (2) waive the required provisions of this chapter;
- (3) provide that a right of action or defense of the member may be cut off by assignment of the contract to a third person.

§44-79-50. Unenforceability of prohibited contractual provisions.

Any provision of any contract for physical fitness services which does not comply with this chapter is unenforceable against the member.