



State of Utah

DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

HEALTH SPA PERMIT APPLICATION FORM

Annual Application fee: \$100.00 (Non-refundable)

Applicant's Name

Name of Facility that is the subject of this application
(if different)

Date of Application

OFFICE USE ONLY

Date Issued: _____

Permit Number: _____

Approved: _____

Exempt: _____

Denied: _____

Expiration: _____

Please mark the appropriate box:

INITIAL
APPLICATION

RENEWAL
APPLICATION

If you have any questions, please contact the Division at (801) 530-6601.

Please make application fee check or money order payable to the **State of Utah**

Please return the completed application form and check or money order to:

Department of Commerce
Division of Consumer Protection
160 East 300 South
Box 146704
Salt Lake City, Utah 84114-6704

NOTE: Registration is effective for one year as required by law. If the health spa facility renews its registration, the registration shall be renewed at least 30-days prior to its expiration.

July 2008

1. Applicant's Name: _____

2. Name of Facility that is the subject of this application (if different):

3. Applicant's Address: _____
Street

Use as mailing address
City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

4. Facility Address: _____
Street

Use as mailing address
City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

5. Provide the following information for Applicant's contact person:

Name

Telephone Number _____ Fax Number _____

6. Do you own additional health spa facilities? Yes No

If yes, please list the name, address and telephone number of each additional health spa facility.

Name	Address	Telephone Number
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_____ Name	_____ Address	_____ Telephone Number
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7. Describe the current pricing structure for membership services and personal training services; or, if available, you may attach a copy of a brochure or other publication that describes the pricing structure.

8. If renewal application, provide the number of all membership contracts or agreements, including personal training contracts, which relate to this facility: _____

If initial application, provide the number of projected membership contracts or agreements, including personal training contracts, which relate to this facility: _____

Date of Bond: _____ Bond Expires: _____

Name of Surety Company: _____

Address of Surety Company: _____

Telephone and Fax Number of Surety Company: _____

d. If a letter of credit or certificate of deposit is being submitted, please indicate the following:

Date of Letter of Credit: _____ Date Letter of Credit Expires: _____

Date of Certificate of Deposit: _____ Date Certificate of Deposit Expires: _____

Name of Utah Bank: _____

Address of Utah Bank: _____

Telephone and Fax Number of Utah Bank: _____

12. Provide the following information for Applicant's Registered Agent

Name

Street Address

City State Zip Code

Telephone Number Fax Number

13. Is personal training instruction is offered or conducted at any of your facilities:

Yes No

If yes, please respond to the following:

a. Is each personal trainer that provides instruction at each facility an employee of the applicant:

Yes No

If no, provide the following information for each personal trainer that provides instruction at the applicant facility:

Name Address (not the facility address) Telephone Number

Name Address (not the facility address) Telephone Number

Name Address (not the facility address) Telephone Number

Name Address (not the facility address) Telephone Number

Please be advised that if personal training instruction is offered by an outside party, that party may be subject to the requirements of the Act.

b. Attach a copy of any agreement between the applicant facility and independent personal trainers that utilize the facility. If this agreement has not been reduced to writing, describe the nature and terms of any agreement allowing independent personal trainers to utilize the applicant's facility to provide instruction, including any compensation paid by personal trainers to the facility, facility membership requirements, etc.

c. Attach a copy of the personal training contract used, if not part of the contract referred to in paragraph 9 above. Please be advised that personal training contracts used by the facility must contain the language set forth in paragraph 9.

By signing this application, the undersigned certifies that the information provided herein is true and correct.

DATED: _____

APPLICANT:

BY _____
ITS

SURETY BOND

I. KNOW ALL PERSONS BY THESE PRESENTS, THAT WE _____ as Principal, and _____, a corporation of the State of _____, having its principal office at: _____, duly licensed with the Utah Department of Insurance, as Surety, are held and firmly bound to the Division of Consumer Protection of the Department of Commerce of the State of Utah in the sum of _____ Dollars.

The principal and the Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, to pay paid sum.

II. THE CONDITIONS OF THIS BOND are such that the Principal, _____, seeks to obtain a license from or registration with, the Division of Consumer Protection, State of Utah, to carry on business as _____. That business is subject to the laws of the State of Utah and the administrative rules adopted thereunder.

III. THEREFORE, if the Principal, _____, shall during the period beginning on _____ day of _____, 20____ and ending on _____ day of _____, 20____, faithfully observe and honestly comply with the provisions of all statutes and rules of Utah law applicable to the business of _____, and shall indemnify the Division of Consumer Protection and all consumers as set forth in those laws, then this obligation shall become void and of no effect, otherwise to remain in full force and effect.

IV. IT IS UNDERSTOOD and agreed that this bond may be renewed from year to year by continuation certificate executed by said Surety, and that regardless of the number of years this bond remains in effect or that number of times it is renewed, in no event shall the Surety be liable for an amount exceeding the sum set forth above. It is also understood and agreed that the Surety may at any time, with thirty days written notice to the Division of Consumer Protection, terminate its liability herein, except that the Surety shall be liable for any losses occurring while this bond is in full force and effect.

SIGNED AND DATED this _____ day of _____, 20_____.

(Principal Company)

By: _____
(Authorized Company)

(Surety)

By: _____
(Authorized Agent)