STATE OF SOUTH CAROLINA
DEPARTMENT OF CONSUMER AFFAIRS

RENEWAL APPLICATION FOR A CERTIFICATE OF AUTHORITY
PHYSICAL FITNESS SERVICES
S.C. Code Ann. §§ 44-79-10 et seq. (Supp. 1997)
www.consumer.sc.gov

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

Street Address
2221 Devine Street, Ste 200
Columbia, SC 29205-2418

RENEWAL PERIOD IS NOVEMBER 1ST - DECEMBER 31ST

PLEASE READ APPLICATION* AND INSTRUCTIONS CAREFULLY.

***Application requires a notarized signature.**

(INCOMPLETE INFORMATION COULD RESULT IN THE DELAY OR DENIAL OF YOUR APPLICATION)

PHYSICAL FITNESS CERTIFICATE OF AUTHORITY RENEWAL:
Certificates of Authority expire on December 31st. To continue providing physical fitness services in this State, Certificates must be renewed each year. Renewal applications will be accepted November 1 – December 31 of each year. **If a completed renewal application is not postmarked on or before December 31st, the physical fitness center must submit an *initial* Certificate of Authority application.**

RENEWAL REQUIREMENTS:
You must submit, along with a completed renewal application, the following:

* Copy of your most recent membership agreement (if any);
* Copy of contracts to be used (if any);
* Bond continuation certificate (if a bond is required and has been submitted) or an updated letter of credit;
* Copy of your membership rates as of the time of filing this form;
* Renewal fee - $50 per location

CONTRACT REQUIREMENTS:
If you use a prepaid or credit contract at your center, that contract must conform to the requirements set by state law (S.C. Code Ann. §44-79-30, §44-79-40, §44-79-50). Contracts not meeting these requirements will result in the return of your application. A copy of these requirements is enclosed for your reference (Page 5).

RENEWAL FEE:
All renewal applications must be accompanied by a renewal fee in the amount of $50.00 per location. Failure to remit the appropriate fee(s) will result in the return of your application. Make checks payable to South Carolina Department of Consumer Affairs.

QUESTIONS:
If you need assistance with completing this application form or have questions about the Physical Fitness Services Act (§44-79-10 et. seq.), please contact the South Carolina Department of Consumer Affairs.

Matalie L. Mickens, Program Coordinator: 803-734-4291, mmickens@scconsumer.gov
Martha S. Phillips, Staff Attorney: 803-734-4241, mphillips@scconsumer.gov

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

ANNUAL REPORTS ARE DUE ON OR BEFORE JUNE 30.
MORE INFORMATION WILL FOLLOW.

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RENEWAL FILING DEADLINE IS DECEMBER 31st!
Provide All Information Requested Below

For Department Use Only
Filing Year _____

A. *GENERAL BUSINESS INFORMATION*

1. **Corporate Name** _____

2. **DBA** _____

3. **Type of Business (check one):**
Corporation ☐
Limited Liability Comp. ☐
Sole Ownership ☐

4. **Physical Address** _____
(Street Address)
_____
(City) (State) (Zip)

5. **Mailing Address** _____
(Street Address)
_____
(City) (State) (Zip)

6. **Telephone No.** ( ) -

7. **Website** _____

8. **Name of Contact Person at Business** _____

9. **E-Mail Address** _____

10. List the names of all owners, partners, members, and directors of the applicant.

Name	Title	Date of Birth (if sole proprietor or partnership)	Social Security Number (if sole proprietor or partnership)

11. List all South Carolina physical fitness center locations. (Attach Additional Page(s) as Necessary)
NOTE: The filing fee is $50 per location.

Address	*Phone Number*	*Manager*
	( ) -	
	( ) -	
	( ) -	

12. List Types of Services and/or Facilities Offered:
(List as many as apply – exercise center, weight loss, tanning, martial arts, fitness center, athletic club, personal training, dance fitness classes, etc.)

_____

B. *BACKGROUND QUESTIONS. Answer each question below.*

		YES	NO
1.	Do you use prepaid or credit contracts that run for more than three months?	☐	☐
2.	Do you use prepaid or credit contracts having a total cost of more than $200?	☐	☐
3.	If you are a personal trainer, do you use prepaid or credit contracts having a total cost of more than three hundred ($300) dollars?	☐	☐
4.	If you answered "yes" to Question 1, 2, or 3 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 number of members that are currently enrolled at the locations listed above.	_____	
7.	How many physical fitness services locations do you have in this State? (All locations must be listed.)	_____	
8.	Did you answer "yes" to Question 1, 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 question no. 12.)	☐	☐

9. Which method of demonstrating financial responsibility do you use? (check one)

Surety Bond ☐

Letter of Credit ☐

10. Place a checkmark next to the category below which describes your center and required amount of assurance (either bond or letter of credit). **Please note the categories have been amended since last renewal.**

Financial Responsibility (Bond or Letter of Credit) Assurance Amounts

Number of Members	Assurance Amount	Check One
1,500 or more	$50,000	☐
1,000 to 1,499 Members	$40,000	☐
500 – 999 Members	$30,000	☐
100 - 499 Members	$20,000	☐
1 - 99 Members	$10,000	☐

11.	Has the number of centers or number of members increased since your last application to require new or revised amount of financial responsibility? (See chart in Question 10 above) If you answered "yes" 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:**	_____	
13.	Has the applicant or any of its affiliates ever been refused a license to engage in any business or had any license suspended or revoked by any state or federal agency? If yes, attach complete details of the refusal, suspension, or revocation.	☐	☐
14.	Has any state or federal agency ever initiated an administrative or regulatory proceeding or action or entered an order against the applicant or any of its affiliates? If yes, attach complete details of the event.	☐	☐

SIGNATURE ON NEXT PAGE

The undersigned swears or affirms and certifies that he/she has completed and/or reviewed all information in this application and that all information contained herein and in all addending and supplemental forms is true and accurate. The undersigned further certifies that giving false information constitutes cause for denial or revocation of the application or license and subjects him/her to criminal prosecution for perjury. **The undersigned acknowledges the duty and agrees to update and correct this information as it changes.** The undersigned warrants that his or her signature below is duly authorized and delivered by and for the entity for which s/he signs.

_____
Signature of Owner, Partner, Member, Officer, or Director

_____
Type or Print your name

SWORN TO AND SUBSCRIBED before me
this _____ day of _____, 20__

Notary Public For _____

My Commission Expires:_____

_____
Notary Signature

(REMANINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:

"CUSTOMER'S RIGHT TO CANCEL"

(a) 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) Services such as personal training, personal fitness testing, and daily visitor fees that are not subject to being refunded must be clearly stated in the contract.

(7) 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.