

NEWS FROM SCDCA

South Carolina Department of Consumer Affairs



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February 8, 2007
Release #07-008
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FOR IMMEDIATE RELEASE

NEW YEAR'S RESOLUTION MAY BE HARD TO BREAK

Columbia, SC... ...While many New Year's resolutions may be difficult to keep, one resolution may be practically impossible to abandon. Your resolution to drop the extra pounds may prompt you to join the gym but also require you to sign a contract more restrictive than you intended. Before you sign on the dotted line, the South Carolina Department of Consumer Affairs wants you to understand your agreement. Doing so may prevent you from losing money faster than you lose the pounds.

Fine Print: Read it. Every word. Some facilities will allow you to take it home overnight, if you ask. Some fine print includes clauses that require you to attend the fitness facility a designated number of times in the first month. Failure to do so may result in a multi-year contract. Other fine print items may contain details about required equipment maintenance and licensing information. Ask for a rate sheet and compare the prices of different programs before you join.

Terms of termination: It may be hard to get on the treadmill, but it's even harder to cancel your contract. The SC Physical Fitness Services Act does provide consumers a 3-day window to cancel their contract. Cancellations after this time period are only required in one of the following situations: death, permanent disability, moving 50 miles or more from the facility, or specific terms in the written contract. Facilities are required to state these provisions in your contract. Know what kind of documentation your contract requires before they cancel your payments. Some

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contracts may require you to send cancellation requests by certified letter, provide proof of a new mailing address, or a doctor's note before they cancel your bill. Not following the proper protocol may cause damage to your credit score over time.

Contract Negotiation: Just because you're already a member doesn't mean you have to miss out on special deals. Many fitness facilities will honor low rates and payment plans long after the initial offer. Make a note of promotions as they occur and ask for them when you renew your contract. Keep in mind that long-term memberships and group rates for a professional trainer both tend to be less expensive than short-term memberships and individual training sessions.

Legal Limits: Despite the apparent danger of signing a restrictive contract, the Act does provide consumers certain rights and safeguards. Physical fitness facilities must protect consumers' financial investment in the event that the business closes. The Act requires fitness facilities to have a surety bond or letter of credit to cover service contracts exceeding \$200 or three months and requires them to refund the remainder of a consumer's contract, if the business closes.

Consumers with questions or concerns regarding physical fitness contracts should contact the Public Information Division at 803.734.4190, toll free at 1.800.922.1594, or online at www.sconsumer.gov.

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