

Looking for a Health Club?

Questions to Ask from the NYS Consumer Protection Board

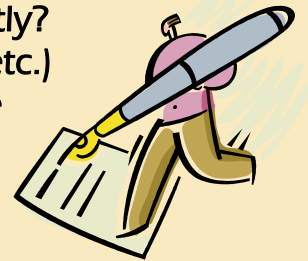
1. Does the gym meet my needs?

- When is the facility open? What are the gym's busiest times?
- Does the gym offer classes? Are the classes held at convenient times?
- Is there a charge for classes?
- Is there an extra fee for mats or other equipment for a class?
- Is there a pool? What are the hours for free or family swim?
- How many lanes are available for laps?
- Is swim instruction available? Is there an extra charge?



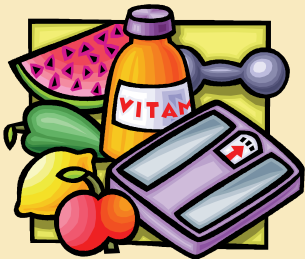
2. What are the terms of the membership contract?

- How much is it to join? Is there a yearly or month-to-month membership?
- If you need to terminate the membership, what are the termination terms?
- Can the membership be transferred or sold to another person?
- What are the various methods of payment and are any less costly? (e.g., direct withdrawal, charge to a credit card, write a check, etc.)
- Does the contract automatically renew or does the club require affirmative consent from you?
- Can the membership be used at all club locations?
- Can I negotiate the price of membership?



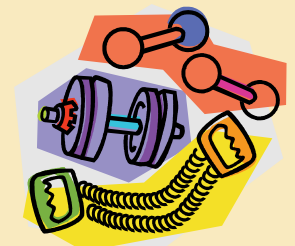
3. Does the gym offer amenities and what are the fees for their use?

- Is there child care and at what hours is it available?
- Who watches the children and what training/experience do they have?
- Is there a time limit on child care?
- Is there a children-per-parent limit?
- Is there a charge for locker usage?
- Are personal trainers available? What are their credentials?
- Is staff available to answer fitness questions?
- What are the "floor staff" credentials?
- Does membership include free personal training sessions?
- Are there supplements, drinks, food, etc., for sale?



4. What about the facility?

- Does the facility have proper ventilation?
- How often is the equipment, steam rooms, and sauna cleaned?
- How frequent is the pool and hot tub checked for proper chemical levels?
- Is there safety and first-aid equipment available on premises?
- Who is trained to administer first aid?



General Health Club Rights

- Health club contracts:
(General Business Law Article 30)
 - Agreements are cancelable at any time for the following reasons:
 - ◆ If you move twenty-five (25) miles from any health club operated by the seller of the contract; or
 - ◆ If upon a doctor's order, you cannot use the club because of significant physical disability for more than six (6) months; or
 - ◆ If the club ceases to offer the services stated in the contract.
- Other contract-related provisions:
 - Can be canceled within three (3) days of signing the document.
 - Cannot exceed \$3,600 per year (except for contracts relating solely for the use of tennis, platform tennis or racquet ball facilities).
 - Cannot be for a term longer than 36 months.
- If the club has not yet opened:
 - Your membership fees are required to be placed in escrow.
 - Your contract is voidable if the services are not available within one (1) year of the date of the contract.
- Most clubs need to file a bond or other type of financial security with the Secretary of State of New York for the benefit of consumers who have pre-paid their memberships in the event the club closes. Clubs must provide notice of this bond in all contracts and post information in the facility.
- State law requires health clubs with more than 500 members to have defibrillators and trained personnel (New York State General Business Law § 627-a).



Other Tips

- Visit the gym during the hours you will normally be attending and talk with the staff.
- Compare at least two gyms.
- Try to talk with other members and get their feedback about the club.
- Ask for a free pass to take the gym on a “test run” and try one class prior to joining.
- Do not give into high pressure sales tactics – take the time to read the contract and have ALL your questions answered to your satisfaction before enrolling.



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