



**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

BUREAU OF CONSUMER PROTECTION
15TH FLOOR, STRAWBERRY SQUARE
HARRISBURG, PA 17120
PHONE: 717.783.1992 | www.attorneygeneral.gov

PLEASE NOTE: This form is fillable and can be returned to the OAG by emailing it to:
rcummings@attorneygeneral.gov

**Certificate of Exemption from Financial Security
Requirements of the Health Club Act**

Note: A Certificate of Exemption must be filed for each separate location at which a business entity provides health club services.

1. This Certificate of Exemption is made on behalf of the following business entity:

Name of Health Club			
Location of Health Club			
City	State	Zip Code	County
Name of Corporation, LLC, Partnership or Individual Owner			
Address			
City	State	Zip Code	County
Name of Contact Person		Fax Number	
Telephone Number		Current Registration Number (if applicable)	

- Please indicate the current number of members who have prepaid their memberships. _____
- For those members indicated above who have prepaid, please list the date when the last of those memberships expire. _____
- All Health Club contracts used by the Health Club identified in paragraph 1 above must contain the following statement:

“Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the Health club at which the contract is entered into ceases operation and fails to offer a comparable alternate location within ten miles.”

5. Certifications

Please check the boxes to indicate that you have read and understand the requirements:

- All payments due under the contract are in equal monthly installments spread over an entire term of the contract, except that a club may charge and collect at the beginning of the contract, an initiation fee, not to exceed the lesser of six monthly installments to be made under the contract, or the actual costs of establishing the initial Health Club membership.
- There may be no payments of any type, including, but not limited to, down payments, membership fees or any other direct payment to the Health Club, other than the monthly payments and initiation fees described in the above paragraph.
- The term of the contract may not exceed 12 months.
- I understand that I am under a continuing obligation to notify the Bureau of Consumer Protection in writing of any change in the information provided in this Certificate of Exemption.

6. All Health Club contracts used by the Health Club must comply with all other provisions of the Health Club Act. A Health Club contract that is not written in compliance with the Health Club Act is voidable at the option of the buyer.

I hereby certify that the information contained in the Certificate of Exemption is true and correct. I further certify that I have actual authority to make this certification on behalf of the Health Club identified in paragraph 1. I also understand that any false statements made herein are subject to the penalties for unsworn falsification to authorities pursuant to 18 Pa. C.S. Section 4904.

Signature of Authorized Party: _____ Date: _____

Print Name: _____ Title: _____