



Rep. Jaime M. Andrade, Jr.

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10000HB4275ham004

LRB100 15336 JLS 38076 a

1 AMENDMENT TO HOUSE BILL 4275

2 AMENDMENT NO. _____. Amend House Bill 4275 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Physical Fitness Services Act is amended by
5 changing Section 8 as follows:

6 (815 ILCS 645/8) (from Ch. 29, par. 58)

7 Sec. 8. Prohibited contract provisions.

8 (a) (Blank). ~~No contract for basic physical fitness~~
9 ~~services shall require payment of a total amount in excess of~~
10 ~~\$2500 per year, and every such contract must so provide in~~
11 ~~writing; except that this limit shall not apply to any contract~~
12 ~~for: (1) family or couple memberships, or (2) group~~
13 ~~memberships, where the purchaser is a corporation or other~~
14 ~~business entity or any social, fraternal or charitable~~
15 ~~organization not created for the purpose of encouraging this~~
16 ~~contractual arrangement.~~

1 (b) (Blank). ~~No contract for family or couple memberships~~
2 ~~for basic physical fitness services shall require payment in~~
3 ~~excess of \$2,500 per year per person covered under the~~
4 ~~membership.~~

5 (c) ~~No contract for physical fitness services shall require~~
6 ~~payments or financing over a period in excess of 3 years from~~
7 ~~the date the contract is entered into, nor shall the term of~~
8 ~~any such contract be measured by the life of the customer.~~ The
9 initial term of services to be rendered under the contract may
10 not extend over a period of more than one year ~~2 years~~ from the
11 date the parties enter into the contract; provided that the
12 customer may be given an option to renew the contract for
13 consecutive periods of not more than one year each for a
14 reasonable consideration not less than 10% of the cash price of
15 the original membership.

16 (d) No contract for physical fitness services shall require
17 or entail the execution of any note by the customer which, when
18 separately negotiated, will cut off as to third parties any
19 right of action or defense which the customer may have against
20 the physical fitness center. No right of action or defense
21 arising out of a contract for physical fitness services which
22 the customer has against the center shall be cut off by
23 assignment of the contract whether or not the assignee acquires
24 the contract in good faith and for value. Such an assignee is
25 not a holder in due course.

26 (Source: P.A. 94-663, eff. 1-1-06; 94-687, eff. 11-3-05.)".