

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Physical Fitness Services Act is amended by  
5 changing Sections 2, 8, and 9 as follows:

6 (815 ILCS 645/2) (from Ch. 29, par. 52)

7 Sec. 2. Definitions. (a) "Physical fitness center" or  
8 "center" means any person or business entity offering physical  
9 fitness services to the public.

10 (b) "Physical fitness services" or "services" includes  
11 instruction, training or assistance in physical culture,  
12 bodybuilding, exercising, weight reducing, figure development,  
13 judo, karate, self-defense training, or any similar activity;  
14 use of the facilities of a physical fitness center for any of  
15 the above activities; or membership in any group formed by a  
16 physical fitness center for any of the above purposes.

17 (c) "Basic physical fitness services" means access or  
18 membership to the physical fitness center and the use of the  
19 equipment and facilities as well as any classes, programs or  
20 physical fitness services offered by the physical fitness  
21 center as provided under subsection (b) of this Section, which  
22 are allowed for or provided as part of the membership fee or  
23 package, and excluding optional physical fitness services and  
24 any non-physical fitness services which may be offered by the  
25 physical fitness center.

26 (d) "Optional physical services" means additional goods or  
27 physical fitness services offered by the physical fitness  
28 center which are not part of the membership package or contract  
29 but are available for additional cost and includes, but are not  
30 limited to, personal training services, physical fitness,  
31 wellness or exercise classes, nutritional counseling, weight  
32 reduction, court time, privileges to use other physical fitness

1 centers, and use of specialized physical fitness equipment or  
2 facilities such as rock climbing walls or aquatic facilities.

3 (e) "Personal training services" means services performed  
4 for a fee by a personal trainer or fitness instructor for  
5 individuals or groups relating to developing, monitoring or  
6 supervising physical training, exercise or fitness programs,  
7 education and instruction regarding the use of exercise  
8 equipment or techniques, or rendering advice relating to any of  
9 the aforementioned subjects or related issues such as diet.

10 (f) "Non-physical fitness services" means services or  
11 amenities offered by the physical fitness center which are not  
12 directly related to physical fitness activities and which are  
13 not included in the price of membership to the physical fitness  
14 center and includes, but are not limited to, locker fees, spa  
15 treatments, massage, tanning, personal grooming services,  
16 laundry fees, room rental, parking, food and beverage,  
17 vitamins, nutritional supplements, shoes, clothing, clothing  
18 apparel, and sports or exercise equipment.

19 (Source: P.A. 84-850.)

20 (815 ILCS 645/8) (from Ch. 29, par. 58)

21 Sec. 8. Prohibited contract provisions. (a) No contract for  
22 physical fitness services shall require payment of a total  
23 amount in excess of \$2500 per year, and every such contract  
24 must so provide in writing; except that this limit shall not  
25 apply to any contract for: (1) family or couple memberships, or  
26 (2) group memberships, membership, other than family  
27 membership, where the purchaser is a corporation or other  
28 business entity or any social, fraternal or charitable  
29 organization not created for the purpose of encouraging this  
30 contractual arrangement.

31 (b) No contract for family or couple memberships for basic  
32 physical fitness services shall require payment in excess of  
33 \$2000 per year per person for the first 2 people covered under  
34 the membership and \$1000 per year per person for each  
35 additional person covered under the membership.

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

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

22        (Source: P.A. 84-1463.)

23        (815 ILCS 645/9) (from Ch. 29, par. 59)

24        Sec. 9. General provisions. (a) All contracts for basic  
25 physical fitness services which may be in effect between the  
26 same center and the same customer, the terms of which overlap  
27 for any period, shall be considered as one contract for the  
28 purposes of this Act. No physical fitness center may sell,  
29 induce, or permit any purchaser of basic physical fitness  
30 services to become obligated directly or contingently under  
31 more than one contract for services at the same time for  
32 purposes of avoiding the provisions of this Act.

33        (b) Any waiver by the customer of the provisions of this  
34 Act shall be void and unenforceable.

35        (c) Any contract for physical fitness services which does

1 not comply with the applicable provisions of this Act shall be  
2 void and unenforceable.

3 (d) If any court finds, as a matter of law, that a contract  
4 or any provision thereof was unconscionable when made, the  
5 court may refuse to enforce the contract, enforce the remainder  
6 of the contract without the unconscionable provision, or limit  
7 the application of any unconscionable provision to avoid an  
8 unconscionable result.

9 (Source: P.A. 84-850.)