



Rep. Matt Hanson

Filed: 4/2/2024

10300HB4911ham001

LRB103 36652 SPS 71743 a

1 AMENDMENT TO HOUSE BILL 4911

2 AMENDMENT NO. _____. Amend House Bill 4911 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Physical Fitness Services Act is amended
5 by changing Section 6 as follows:

6 (815 ILCS 645/6) (from Ch. 29, par. 56)

7 Sec. 6. Contract requirements: cancellation and refund.

8 (a) Every contract for physical fitness services shall provide
9 that: (1) the contract may be cancelled by the customer within
10 3 business days after the first business day after the
11 contract is signed by the customer, and that all monies paid
12 pursuant to said contract shall be refunded to the customer.
13 For the purposes of this Section, business day shall mean any
14 day on which the facility is open for business. A customer
15 purchasing a plan at a facility which has not yet opened for
16 business at the time the contract is signed, or who does not

1 purchase a contract at an existing facility, shall have seven
2 calendar days in which to cancel the contract and receive a
3 full refund of all monies paid. The customer's rights to
4 cancel described herein are in addition to any other contract
5 rights or remedies provided by law; (2) in the event of the
6 relocation of a customer's residence to farther than 25 miles
7 from the center's facilities, and upon the failure of the
8 original center to designate a center, with comparable
9 facilities and services within 25 miles of the customer's new
10 residence, which agrees to accept the original center's
11 obligations under the contract, the customer may cancel the
12 contract and shall be liable for only that portion of the
13 charges allocable to the time before reasonable evidence of
14 such relocation is presented to the center, plus a reasonable
15 fee if so provided in the contract, but such fee shall not
16 exceed 10% of the unused balance, or \$50, whichever is less;
17 and (3) if the customer, because of death or disability, is
18 unable to use or receive all services contracted for, the
19 customer, or his estate as the case may be, shall be liable for
20 only that portion of the charges allocable to the time prior to
21 death or the onset of disability. The center shall in such
22 event have the right to require and verify reasonable evidence
23 of such death or disability.

24 (b) Every contract for physical fitness services shall
25 provide that notice of cancellation pursuant to subsection (a)
26 of this Section shall be made in writing and delivered by

1 certified or registered mail to the center at the address
2 specified in the contract, online at the center's website that
3 the contract was entered into, if the contract was entered
4 into online, or by the email address provided in the contract,
5 if an email address was provided. All refunds to which a
6 customer or his estate is entitled shall be made within 30 days
7 of receipt by the center of the cancellation notice.

8 (c) Every contract for physical fitness services that
9 automatically renews must comply with the requirements of the
10 Automatic Contract Renewal Act.

11 (Source: P.A. 84-850.)".