

## GENERAL REGISTRATION APPLICATION - BUSINESS INFORMATION

Note: Registrants are under a continuing obligation to notify the Consumer Protection Division within 10 days of any change in any information provided to the Division.

**Bond Exempt: I do not accept more than 3 months of advanced payment, an initiation fee in excess of \$200, or charge an annual fee.**

**Pay Per Day: I do not charge an initiation fee, nor do I obligate consumers to pay or collect payment before services are provided.**

**Bonded: I accept more than 3 months of advanced payment, an initiation fee in excess of \$200, or charge an annual fee. NOTE: Registrants that are engaging in pre-opening sales must register as a bonded facility and post security in an amount not less than \$50,000.00.**

### **ENCLOSURES REQUIRED WITH THIS FORM**

**Please note on the application if any documents have previously been provided to the Unit.**

a) Evidence of business status (i.e., Articles of Incorporation, Certificate of Limited Partnership, Articles of Organization or Partnership Agreement).

Enclosed

Not Applicable

b) Corporations and LLCs must be in good standing with the Maryland Department of Assessments and Taxation. Please provide a copy of the webpage showing the registrant's business standing with your renewal.

In good standing

Not applicable

c) If Applicant has purchased an existing facility - Copy of sales agreement or notarized letter signed by both the previous owner and the current owner stating the specific terms of the sale.

Enclosed

Not Applicable

d) Registration fee - \$75, \$300, or \$1200 depending on Applicant's status under the bonding requirement of the law.

Enclosed

Not Applicable

e) Either an Application for Exemption from the bonding requirement (Form HS-R4) or a Statement of Compliance with the bonding requirement (Form HS-R3).

Enclosed

Not Applicable

f) Copies of each type of proposed contract to be used to sell contracts. The contracts must contain an itemized description of fees and charges and a Notice of Consumer Rights (see [www.marylandattorneygeneral.gov](http://www.marylandattorneygeneral.gov) for samples). If your business does not use contracts you must submit a Notice of Consumer Rights, a fee schedule/pricing list and two members' sample credit card, debit card, or electronic funds transfer authorizations.

Enclosed

Not Applicable

g) If Applicant is subject to the bonding requirement: 1) an original bond, letter of credit, or cash deposit; 2) a schedule of outstanding liabilities to members; and (3) a report of member/student liabilities prepared by an independent certified public accountant (see [www.marylandattorneygeneral.gov](http://www.marylandattorneygeneral.gov) for instructions and samples).

Enclosed

Not Applicable

### **Services offered**

#### **1. Circle one:**

- Health Club, Figure Salon, Exercise and Fitness Programs, Trainer, or Providers
- Self-Defense School or Instructor
- Weight Loss Center, Programs, or Counselor

### **Form of business**

#### **2. Circle one:**

- Corporation
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company
- General Partnership
- Sole Proprietorship

**3. Contact Person:**

Name and Title:

Company/Firm:

Address:

Telephone and email:

**4. Business:**

Business Name:

Club Name (if applicable):

Address:

Telephone and email:

Webpage:

IRS Employer ID or SSI #:

State in which business was formed:

Date of formation:

Date began transacting business in MD:

Good standing status: Is the business in good standing with the Maryland State Department of Assessments and Taxation?  Yes  No  Not applicable

**5A. Location(s) where services are to be provided (attach additional sheets if necessary):**

Club/Facility Name:

Address:

Telephone and email:

County:

Opening date (or date of first business transaction): \_\_\_\_\_

**5B. Landlord(s) for each facility:**

Name

Address

Telephone and email:

**FURTHER INFORMATION**

Note: Please complete the applicable sections designated below

**Corporations: Complete sections 6 - 11 below**

**Limited Partnerships: Complete sections 11 - 13 below**

**Limited Liability Companies: Complete sections 11 - 13 below  
and sections 7 - 8 if applicable**

**Limited Liability Partnerships: Complete sections 11 - 13 below**

**General Partnerships: Complete sections 12-13 below**

**Sole Proprietorships: Complete sections 12 - 13 below**

**6. Board of Directors (attach additional sheets if necessary):**

Name:

Residence:

Telephone and email:

Name:

Residence:

Telephone and email:

Name:

Residence:

Telephone and email:

**7. Officers (attach additional sheets if necessary):**

Name and Title:

Residence:

Telephone and email:

Name and Title:

Residence:

Telephone and email:

Name and Title:

Residence:

Telephone and email:

**8. Shareholders holding greater than 10% of the outstanding shares of any class of stock (attach additional sheets if necessary):**

Name:

Residence:

Telephone and email:

**9. For corporations incorporated in a state other than Maryland, specify the date the corporation registered to do business in Maryland: \_\_\_\_\_**

**10. Other businesses or facilities in Maryland (past or present) selling “health club services” in which directors, officers, or shareholders have or had any ownership interest (attach additional sheets if necessary):**

Business Name:

Business Address:

Telephone and email:

Trading as:

Location where services are/were provided:

Facility address:

Telephone and email:

Status (circle one)

Open

Closed or sold Date: \_\_\_\_\_

**11. Resident Agent:**

Name and Title:

Address:

Telephone and email:

Note: The law requires that the Resident Agent be a member of the Board of Directors who resides in a county where the business sells “health club services”.

**12. Owner(s), sole proprietors, general partner(s), LLP partner or LLC member(s) - individuals or other entities (attach additional sheets if necessary):**

Name:

Residence:

Telephone and email:

Name:

Residence:

Telephone and email:

**13. Other businesses or facilities in Maryland (past or present) selling “health club services” in which owner(s), sole proprietors, general partner(s), LLP partner, or LLC member(s) have or had any ownership interest (attach additional sheets if necessary):**

Business Name:

Business Address:

Telephone and email:

Trading as:

Location where services are/were provided:

Facility address:

Telephone: (     )

Status (choose one):

Open

Closed or sold    Date: \_\_\_\_\_

**SELECT, SIGN, DATE AND RETURN THE APPROPRIATE  
CERTIFICATION(S) FOR YOUR BUSINESS**

Form HC-R3

Consumer Protection Division  
Office of the Attorney General  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
410-576-6350

New registration

Renewal

**STATEMENT OF COMPLIANCE  
WITH FINANCIAL ACCOUNTABILITY REQUIREMENT  
UNDER MARYLAND ANNOTATED CODE, COMMERCIAL LAW ARTICLE  
SECTION 14-12b-02(e) - BONDED**

1. I, \_\_\_\_\_ (name), \_\_\_\_\_ (title) have filed a Health Club Registration Form with the Consumer Protection Division, Office of the Attorney General, on behalf of the following business:

Business name:

Business address:

Business phone and email:

2. The registration form was filed on \_\_\_\_\_ (date).

3. I have satisfied the requirement of Maryland Annotated Code, Commercial Law Article, as follows (check one):

a. I have secured a bond in the amount of \$\_\_\_\_\_.

Bonding company:

Address:

Phone and email:

Bond number:

Purchase date of bond:

**THE ORIGINAL BOND MUST BE ATTACHED WITH THIS STATEMENT.**

\_\_\_ b. I have filed an irrevocable letter of credit in the amount of \$\_\_\_\_\_.

Financial institution:

Address:

Phone and email:

Date obtained:

The letter of credit is on the form provided by the Consumer Protection Division, or its substantial equivalent.

**THE ORIGINAL LETTER OF CREDIT MUST BE FILED WITH THIS STATEMENT.**

c. I have deposited \$\_\_\_\_\_ in case with the Consumer Protection Division to be held by the Division for the benefit of any consumer who suffers or sustains any loss or damages by reason of breach of contract or bankruptcy by the seller of the Health Club Services Agreement.

4. The amount of security posted is based on a schedule of outstanding liabilities and a report of a certified public accountant which are filed herewith. The schedule must include ALL payment to be refunded if the business would close.

**THE SCHEDULE AND REPORT MUST BE ATTACHED TO THIS STATEMENT.**

Note: The outstanding liabilities must be reviewed quarterly and security must be increased to account for any change. In addition, the security must be increased at any time that outstanding liabilities increase by more than \$10,000.00

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

CERTIFICATION OF SOLE PROPRIETOR, LP PARTNER, GENERAL PARTNER,  
CORPORATE OFFICE, OR LLC MEMBER **-BONDED**

I \_\_\_\_\_(NAME) , \_\_\_\_\_(TITLE)  
hereby certify, upon personal knowledge and under penalties of perjury that the  
information contained in this Health Club Registration Form, including the Schedule of  
Outstanding Liabilities to Members, if applicable, and all other information provided  
pursuant to this registration process, is complete, accurate and true. I further certify that  
I am authorized to submit this Registration form on behalf of \_\_\_\_\_  
(Business name).

I understand that I am under a continuing obligation to notify the Consumer  
Protection Division of: (1) any change in the registration information provided by the  
above business within ten (10) days of the date of any change, or (2) any sale or closing  
of the business within 15 days of the occurrence. I also understand that if my business is  
bonded, or required to become bonded, I must review my outstanding liabilities quarterly  
and increase the security to account for increased in the outstanding liabilities. I also  
understand that I must increase the security whenever my outstanding liabilities increase  
by more than \$10,000.00.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

Form HC-R4

Consumer Protection Division  
Office of the Attorney General  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
410-576-6350

New registration

Renewal

APPLICATION FOR EXEMPTION FROM  
FINANCIAL ACCOUNTABILITY (BOND REQUIREMENT)  
**BOND EXEMPT/PAY PER DAY**

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

hereby apply for exemption from the financial accountability requirement under Maryland Annotated Code, Commercial Law Article section 14-12B-02(e). In support of this application, I state my:

1. Name:  
Address:  
Phone and email:
2. The application for exemption is made on behalf of the following business:  
Business name:  
Business address:  
Phone and email:
3. The business is exempt from the financial accountability requirement because:
  - a. The seller has not collected and will not collect more than three months' advance payment, including the down payment, from any member for services not yet provided.
  - b. The seller has not collected and will not collect an initiation fee of over \$200 from any member.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

CERTIFICATION OF SOLE PROPRIETOR, LP PARTNER, GENERAL PARTNER,  
CORPORATE OFFICER, OR LLC MEMBER – **BOND EXEMPT**

I, \_\_\_\_\_ (NAME), \_\_\_\_\_ (POSITION) hereby certify, upon personal knowledge and under penalties of perjury, that the information contained in this Health Club Registration Form (including the Schedule of Outstanding Liabilities if applicable) and all information provided pursuant to this registration process is complete, accurate and true. I further certify that I am authorized to submit this form on behalf of \_\_\_\_\_ (BUSINESS NAME).

I understand that I am under a continuing obligation to notify the Consumer Protection Division of: (1) any change in any registration information within ten (10) days of the date of any change, or (2) any sale or closing of the business within 15 days of the occurrence. I also understand that I must notify the Division, and fulfill all registration requirements for a bonded club before I charge an initiation fee in excess of \$200.00, an annual fee, or accept more than three months' advance payment. This includes, but is not limited to, a change in payment terms, acceptance of additional or multiple payments, and accelerated payments.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature: