

# FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES



**ADAM H. PUTNAM  
COMMISSIONER**

**HEALTH STUDIO  
REGISTRATION APPLICATION**  
Sections 501.012 – 501.019, Florida Statutes  
Rules 5J-4.004 and 5J-4.005, Florida Administrative Code

Florida Department of Agriculture and Consumer Services  
**Health Studio Registration Application**

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Florida Law requires all health studios, which operate in the state of Florida, to annually obtain a certificate from the Florida Department of Agriculture and Consumer Services (FDACS). The annual registration fee is \$300 and is required of each health studio location. As part of the registration requirement, certain health studios must post a \$25,000 security with the department to satisfy claims that may arise as a result of violations of Florida law. In addition, you must show proof of registration from the department prior to obtaining or renewing your local business tax receipt.

If you are subject to the security requirements of the law, you must maintain a surety bond in the sum of \$25,000 for the period encompassing any pre-opening sales and for a period of five years after actual commencement of business. In lieu of maintaining a surety bond, you may, subject to approval by the department: (1) secure an irrevocable letter of credit from any foreign or domestic bank; or (2) furnish a guaranty agreement, which is secured by a certificate of deposit. Please see s. 501.016, F. S., for security exemptions.

There are businesses which are exempt from all of the provisions of the health studio registration law. Pursuant to s. 501.013, F.S., the following shall be declared exempt upon filing an affidavit with the department establishing that the business meets one of the following exemption qualifications:

- (1) The business is a bona fide non-profit organization which has been granted tax-exempt status by the United States Internal Revenue Service (IRS);
- (2) The business is a gymnastics school engaged only in instruction and training and in which exercise is only incidental to such instruction and training;
- (3) The business is a golf, tennis or racquetball club in which sports play is the only activity offered by the club. This exemption does not apply if the facility offers the use of physical exercise equipment;
- (4) The business is a program or facility offered and used only for the purpose of dance, aerobic exercise, or martial arts, and which utilizes no physical exercise equipment;
- (5) A country club that has as its primary function the provision of a social life and recreational amenities to its members, and for which a program of physical exercise is merely incidental to membership.

## APPLICATION CHECKLIST AND INSTRUCTIONS

### Item #1

Provide the name of the health studio.

### Item #2

Provide the physical street address for the health studio. Include the suite, room, or other unit number. If the mailing address (i.e. a generally used post office box) is different from the health studio's street address, provide that address as well. **Note: In order for correspondence to be sent directly to an attorney or other third party, you must insert the attorney's or third party's address as the mailing address for the health studio.**

### Item #3

You must provide the telephone number, including the area code, for the health studio. If the health studio does not maintain a specific location (i.e. personal training services), provide the telephone number of a person who will represent the health studio. Also, provide the fax number, email address and website.

### Item #4

Provide the legal name, address, telephone number, fax number, email address and website of the owner.

### Item #5

Please select the type of business organization for which you are registering.

### Item #6

Provide the applicant's federal employer identification number. **Note: Taxpayers can obtain an EIN immediately by calling the IRS Business and Specialty Tax Line (800-829-4933).**

### Item #7

Provide the name and address of each direct or beneficial owner of at least 10%; the person in charge of daily operations; and if corporation, all corporate officers, and directors. Indicate the percentage of ownership – total of ownership must equal 100%. [s. 501.015(1), F.S.]

**Item #8**

Select the type of security that is provided and provide the requested documentation, **OR** select the security provision that is applicable and provide the requested documentation. [s. 501.016), F.S.]

## OTHER REQUIRED DOCUMENTS AND FEES

**In order to process your application as quickly as possible, and avoid costly delays, please verify that all items listed below are included prior to sending:**

- Completed registration application.
- \$300 fee **for each location** (Make check or money order payable to FDACS All fees are nonrefundable.
- Copy of **membership contract** to be used by this location. Requires contract provisions provided.
- Original copy** of applicable bond, irrevocable letter of credit, or guaranty agreement and security).

Please submit everything listed above (completed application; \$300 per location, made payable to FDACS, copy of membership contract, original assurance instrument) to:

FDACS  
Health Studio Program  
P.O. Box 6700  
Tallahassee, FL 32314-6700

## SECURITY REQUIREMENTS

**Do you need to post \$25,000 in security?**

- Do you collect fees beyond 30 days in advance?  **Yes**  **No**
- Do you charge a service fee (includes, but not limited to, registration, membership, processing, and startup fees) that is more than 10% of the total contract price?  **Yes**  **No**
- Does the consumer have to authorize a 3<sup>rd</sup> party to collect dues (EFT, etc.) on behalf of a health studio?  **Yes**  **No**

If you answered **YES** to ANY of the above questions then you must post an original security instrument in the amount of \$25,000 with the Florida Department of Agriculture and Consumer Services. A security instrument may be in the form of a surety bond, irrevocable letter of credit, or guarantee agreement secured by a certificate of deposit.

## CONTRACT REQUIREMENTS

Florida law requires agreements made between health studios and buyers of health services to be set out in writing if the services are paid for in advance, or if the buyer agrees to make installment payments. The law also requires the written contract to contain specific written provisions in the immediate proximity of the buyer's signature.

For your convenience, we have developed an informational checklist. Please use this to determine if your contract conforms to Florida law. [s. 501.017, F.S.]

**Check contracts for the following items before submitting:**

1. Legal name of business, name under which health studio is operating (if different), address, and physical location of the health studio must be on contract. The information on the contract must match the information provided on the application.
2. The health studio registration number issued by the department shall appear on each contract in the following form: (Name of Firm)... is registered with the state of Florida as a Health Studio Facility Registration Number...”.
3. The terms of the contract shall specify the charges to be assessed for each health studio service provided under the contract.
4. Provisions (A-I) below shall be in immediate proximity to the space reserved in the contract for the signature of the buyer and in at least **10-point boldfaced type**.
5. Provision I (in all capital letters and bold near the signature line) must be on the contract if the business is exempt from the \$25,000 security requirement.
6. Contracts must be in writing and contain the entire agreement between the parties.
7. A copy of the contract signed by all parties must be provided to the consumer at the time of its execution.
8. The contract must show the date of the transaction and must include the membership's beginning and ending dates.
9. Contracts may not represent that they are for a lifetime or allow the buyer to use facilities for an indefinite term. If the health studio offers a guaranteed annual renewal rate, it is important that the renewal language not convey that the renewal is for a lifetime or indefinite term.

## **CONSUMER PROTECTION CLAUSES**

The following clauses are provided for your information. **These consumer protection clauses must be in substantially equivalent language in at least 10 point boldfaced type.**

- A. The contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all moneys paid under the contract, except that the health studio may retain an amount computed by dividing the number of complete days in the contract term or, if appropriate, the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision. *[s. 501.017(1)(a), F.S.]*
- B. The contract provides for the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles of the business location designated in the contract and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in the contract at no additional cost to the buyer. *[s. 501.017(1)(b)1, F.S.]*
- C. The contract provides that notice of intent to cancel by the buyer shall be given in writing to the health studio. The notice of cancellation from the consumer terminates automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce the contract after receipt of the notice, it may request the department to determine the sufficiency of the notice. *[s. 501.017(1)(b)2, F.S.]*
- D. The contract provides that if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio may not be deemed out of business when temporarily closed for repair and renovation of the premises:
  1. Upon sale, for not more than fourteen (14) consecutive days; or
  2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. *[s. 501.017(1)(b)3, F.S.]*

- E. The disclosure statement shall include a provision advising the buyer to contact the department for information within sixty (60) days should the health studio go out of business. [s. 501.017(1)(c), F.S.]
- F. The contract provides for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the buyer used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer is established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(d), F.S.]
- G. The contract provides that the initial contract will not be for a period in excess of thirty six (36) months, and thereafter shall only be renewable annually. A renewal contract may not be executed and the fee therefore paid until sixty (60) days or less before the previous contract expires. [s. 501.017(1)(e), F.S.]
  - 1. IF you sell a single contract for thirty (30) days or less, without any option or other condition which establishes any right or obligation of a member beyond the thirty (30) day period then this provision should read as follows: The initial contract will not be for a period in excess of thirty (30) days. Renewal contracts may not be executed and the fee therefore paid until the preceding contract expires.  
  
IF you sell SESSIONS in this manner then the contract must **ALSO** indicate that **ALL** sessions must be used within thirty (30) days.
- H. The contract provides that if the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification. [s. 501.017(1)(f), F.S.]
- I. **Health studios exempt from posting security must include in all contracts for health studio services the following disclosure statements** [s. 501.017(2), F.S.]:

**SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

***Please be aware contract form approvals are subject to subsequent changes in the law. Each year the health studio is required to submit the contract form(s) currently in use with the annual renewal application.***

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services



ADAM H. PUTNAM  
COMMISSIONER

**HEALTH STUDIO  
REGISTRATION APPLICATION**

Sections 501.012 – 501.019, Florida Statutes  
Rule 5J-4.004, Florida Administrative Code

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*  
www.800helpfla.com • 850-410-3804 *Fax*

Make Check or Money Order  
payable to FDACS and remit  
with application to:

FDACS  
Health Studio Program  
P.O. Box 6700  
Tallahassee, FL 32314-6700

All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S. PLEASE TYPE OR PRINT. Additional pages may be attached if additional space is needed. Annual Registration Fee: \$300, s. 501.015(2), F.S. for each health studio location. If an item is not applicable to your business please mark N/A.

**Business Information** [s. 501.015, F.S.]

Please Select one:

- New Business       Change of Owner       Renewal

1. **Name of Health Studio** (include fictitious name or DBA if other than legal name):

2. **Business Location Physical Address** (include APT or SUITE #):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

Mailing Address (if different from above):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

3. **Telephone Number:**  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Fax Number:**  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

4. **Legal Name of Owner** (If a corporation or limited liability corporation, full name as registered with the Florida Department of State, Division of Corporations. Name of person if a sole proprietorship. Name of each general partner and name of partnership, if a partnership.):

Physical Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

Telephone Number:  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Fax Number (if applicable):  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Org Code: 42 10 06 25 000  
EO: A2  
Object Code: 001106      \$300.00

**5. Form of organization:** [s. 501.015(1), F.S.]

Corporation     LLC     Partnership     Sole Proprietorship     Other (please describe below):

**6. Federal Employer ID Number (FEIN):**

\_\_\_\_\_ - \_\_\_\_\_

**7.** Provide the name and address of each direct or beneficial owner of at least 10% of the business. If a corporation, list the name and address for each corporate officer and director. Indicate the percentage of ownership for each individual listed - total of ownership must equal 100%. (attach additional sheets as necessary using the same format) [s. 501.015(1), F.S.]

<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> <b>Zip Code:</b> _____ - _____ <b>Telephone Number:</b> <b>Percent of Ownership:</b> ( _____ ) _____ - _____ %	<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> <b>Zip Code:</b> _____ - _____ <b>Telephone Number:</b> <b>Percent of Ownership:</b> ( _____ ) _____ - _____ %
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<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> <b>Zip Code:</b> _____ - _____ <b>Telephone Number:</b> <b>Percent of Ownership:</b> ( _____ ) _____ - _____ %	<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> <b>Zip Code:</b> _____ - _____ <b>Telephone Number:</b> <b>Percent of Ownership:</b> ( _____ ) _____ - _____ %
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<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> <b>Zip Code:</b> _____ - _____ <b>Telephone Number:</b> <b>Percent of Ownership:</b> ( _____ ) _____ - _____ %	<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> <b>Zip Code:</b> _____ - _____ <b>Telephone Number:</b> <b>Percent of Ownership:</b> ( _____ ) _____ - _____ %
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**8. Indicate the Type of Security Provided if applicable:**

- \$25,000 Surety Bond (original enclosed) [s. 501.016(1), F.S.]
- \$25,000 Irrevocable Letter of Credit (original enclosed) [s. 501.016(2)(a), F.S.]
- \$25,000 Guaranty Agreement which is secured by a Certificate of Deposit (original enclosed) [s. 501.016(2)(b), F.S.]

**OR**

Security provision **NOT APPLICABLE**. This health studio is not subject to the security requirement of s. 501.016, F.S., for the reason checked below (please attach documents which support your claim):

- For the most recent 5-year period this health studio:
  - has operated continuously under the same ownership and control,
  - has operated in compliance with ss. 501.012 - 501.019, F.S., and the rules adopted thereunder,
  - has not had any civil, criminal, or administrative adjudication against it by any state or federal agency, AND
  - has a satisfactory consumer complaint history as defined in s. 501.016(6), F.S.
- This health studio is not engaged in the sale of future services and operates and will continue to operate on a daily cash basis or will collect money only after services are rendered. [s. 501.016, F.S.]
- This health studio offers or sells only a single contract for 30 days or less, without any option or other condition which establishes any right or obligation of a member beyond the 30 day period. The number of monthly payments in such a contract shall be equal to the number of months in the contract (Please attach a copy of each membership contract). [s. 501.016, F.S.]
- This health studio offers or sells contracts with payments collected directly by the studio on a monthly basis. (Please attach a copy of each membership contract). [s. 501.016, F.S.]

*NOTE: In the event the business is not yet in operation and is conducting pre-opening sales, you must provide the Department with a copy of the escrow account, if established, which would contain all funds received for future consumer services sold prior to full operation of the health studio location and specify a date certain for opening, pursuant to s. 501.016(5), F.S.)*

You should understand that operating a health studio in a manner inconsistent with the provisions of s. 501.012-019, F.S., or the statements contained in this document will subject the health studio to administrative action by the Department, including denial of registration and/or administrative fines. Failure to notify the department of changes to the statements contained in this application is no defense to administrative action pursued by the department.

Should the information submitted on this application change, you should immediately notify the Department of Agriculture and Consumer Services of such changes within ten (10) days.

<i>Print Name of Owner</i>	<i>Title</i>
<i>Signature of Owner</i>	_____ / _____ / _____ <i>Month Day Year</i>
<i>Phone Number (required)</i>	

Florida Department of Agriculture and Consumer Services
Division of Consumer Services



ADAM H. PUTNAM
COMMISSIONER

AFFIDAVIT OF EXEMPTION
FLORIDA HEALTH STUDIO

Sections 501.012 – 501.019, Florida Statutes
Rule 5J-4.005, Florida Administrative Code

1-800-HELP-FLA (435-7352) • 850-410-3800 Calling Outside Florida
www.800helpfla.com • 850-410-3804 Fax

Return completed form to:

FDACS
Terry Lee Rhodes Building
2005 Apalachee Parkway
Tallahassee, FL 32399-6500

Section 501.013, Florida Statutes, allows certain businesses or activities to claim exemption from health studio registration upon filing an affidavit with the Department of Agriculture and Consumer Services and establishing that certain qualifications have been met. This affidavit can be used for your business if the nature of your business is among those listed. If an exemption exists for your business and is listed, complete the Affidavit of Exemption and check the applicable exemption. Please note, you must provide documentation that establishes that the qualifications have been met. Upon establishing that your business meets the exemption, you will receive verification of the exempt status of your business from the department.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, \_\_\_\_\_
(name of person making statement)

whose title is \_\_\_\_\_ of \_\_\_\_\_
(title of person making statement) (name of business)

located in \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_
(city, state, and zip code) (complete street address) (telephone number, including area code)

who, being duly sworn, says:

This business is not subject to registration as a health studio for the following reason checked below:

- The business is a bona fide non-profit organization which has been granted tax-exempt status by the United States Internal Revenue Service (IRS);
The business is a gymnastics school engaged only in instruction and training and in which exercise is only incidental to such instruction and training;
The business is a golf, tennis or racquetball club in which sports play is the only activity offered by the club. This exemption does not apply if the facility offers the use of physical exercise equipment;
The business is a program or facility offered and used only for the purpose of dance, aerobic exercise, or martial arts, and which utilizes no physical exercise equipment;
A country club that has as its primary function the provision of a social life and recreational amenities to its members, and for which a program of physical exercise is merely incidental to membership.

Signature of Affiant \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
Month Day Year

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,
who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature

Notary Public Name, Please Print

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services



ADAM H. PUTNAM  
COMMISSIONER

**HEALTH STUDIO  
SURETY BOND**

s.501.012 – 501.019, Florida Statutes  
Rule 5J-4.004, Florida Administrative Code

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*  
www.800helpfla.com • 850-410-3804 *Fax*

Return completed application to:

FDACS  
Health Studio Program  
2005 Apalachee Parkway  
Tallahassee, FL 32399-6500

Surety Bond Number:

Date of Surety Bond:

KNOWN ALL BY THIS PRESENT INSTRUMENT that we,

**Principal (Applicant/Registrant)**

**Name** (Legal name as registered with the Florida Department of State (if applicable) followed by fictitious/dba name):

Physical Street Address of Health Studio:

City: State: Zip Code:

Mailing Address (if different from above):

City: State: Zip Code:

Telephone Number: Fax Number:  
( ) - ( ) -

Email Address:

**AND**

**Surety**

**Name** (Full legal name of Surety):

Street Address:

City: State: Zip Code:

Mailing Address (if different from above):

City: State: Zip Code:

Telephone Number: Fax Number:  
( ) - ( ) -

which Surety is authorized to do business and issue surety bonds in the state of Florida, are held firmly bound unto the State of Florida, Department of Agriculture and Consumer Services, ("Obligee"), the sum of \$25,000 for the use and benefit of any consumer who is injured as a result of any violation of sections 501.012 – 501.019, Florida Statutes, the Florida Health Studio Act. NOW, THEREFORE, the condition of this obligation is such that if the Principal shall perform or cause to be performed the contracted services for which the Principal may be held liable by reason of the Principal's failure to perform, fulfill, or carry out any contract, agreement, or arrangement governed by provisions of ss. 501.012 – 501.019, F.S., then this obligation shall be void. Otherwise this obligation shall remain in force and effect in law subject, however, to the following limitations:

1. That the Obligee (state of Florida) shall notify the Surety of any default of the Principal hereunder, at the earliest possible time following the discovery of such default.
2. That the Surety shall promptly notify the Obligee in writing of any changes in either the Principal or amount of bond set forth above. However, failure of the Surety to provide such notice shall not affect the validity of this bond.
3. That if the Surety shall so elect, this bond may be canceled by giving 30 days written notice to the Obligee. Said notice shall contain the full name, city, and state where the Principal is located, and the health studio registration number assigned to the Principal by the Obligee. The Surety, however, will remain liable for any default occurring during the period up to the expiration of said 30 days notice and such 30 day period shall begin only upon receipt of said notice by the Obligee.
4. That in no event shall the Surety be liable for a greater amount than that shown above.

This bond is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 12:01 A.M., standard time and shall continue in force until canceled.

In witness hereof, the Principal and Surety have executed this instrument through their respective undersigned representatives, who are fully authorized to execute this instrument, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Principal**

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Full Legal Name of Principal*

**Surety**

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature (Seal)*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Title*

**Local Agent**

\_\_\_\_\_  
*Name of Local Agent*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Contact Person*

\_\_\_\_\_  
*Contact Telephone Number*

**NOTE: The Department shall not accept for filing a Health Studio Irrevocable Letter of Credit which is not printed on the official letterhead of the Issuer.**

**Health Studio Irrevocable Letter of Credit**

**Name** (Legal name as registered with the Florida Department of State (if applicable) followed by fictitious/dba name):

**Physical Street Address of Health Studio:**

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ - \_\_\_\_\_

**Mailing Address** (if different from above):

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ - \_\_\_\_\_

**Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ **Fax Number:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email Address:**

**Letter of Credit Number:** \_\_\_\_\_ **Date of Letter of Credit:** \_\_\_\_\_ / \_\_\_\_\_ / **20** **Date of Expiration:** \_\_\_\_\_ / \_\_\_\_\_ / **20**

\_\_\_\_\_ (“Issuer”) does hereby establish this  
(Name of Issuer)

Irrevocable Letter of Credit in the name of \_\_\_\_\_  
(Name and complete address of registrant/licensee as registered with the Department)

(“Principal”), in the aggregate amount of \$ \_\_\_\_\_ available by draft at sight, for the benefit of the Florida Department of Agriculture and Consumer Services (“Department”), pursuant to ss. 501.016, F.S. Drafts made under this Irrevocable Letter of Credit shall be marked “Drawn under Irrevocable Letter of Credit Number \_\_\_\_\_,” and must be accompanied by any one of the following:

- Written notice by the Department that the Principal failed to perform its obligation to provide services to a paid consumer;
- Written notice by the Department that the Principal failed to pay its liabilities after such liabilities were adjudicated between Principal and a customer, or the state of Florida, and a judgment of a court of competent jurisdiction was entered against the Principal, with copy of the final judgment being attached to the Department’s written notice;
- Written notice by the Department that the Principal, after reasonable notice, failed to perform its obligations to any consumer under the terms of its contracts or as required by Florida law; or
- Notice by the Department that the Principal is insolvent, or is no longer in active operation, or is otherwise unable to meet its obligations to any customer, and that the Principal is not satisfying said obligations.

Partial draft by the Department is permitted and surrender of this Irrevocable Letter of Credit will not be required for endorsements in such event.

The Issuer guarantees all drafts made under and in compliance with this Irrevocable Letter of Credit will be honored when presented on or before \_\_\_\_\_ (Date of Expiration), or during any period of extension of this Irrevocable Letter of Credit.

This Irrevocable Letter of Credit shall be in effect, without amendment, until the date set forth in the previous paragraph. This Irrevocable Letter of Credit automatically shall be extended for additional one (1) year periods, each commencing upon expiration of the prior period, unless at least ninety (90) days prior to the expiration date the Issuer notifies the Department in writing that the Issuer elects not to extend this Irrevocable Letter of Credit.

This Irrevocable Letter of Credit is established for the Principal at the following registered/licensed business physical location:

\_\_\_\_\_  
Drafts under this Irrevocable Letter of Credit are limited only to claims or other obligations arising from the operations of the Principal at the specified registered/licensed business location.

This Irrevocable Letter of Credit is governed by the following:

- A. The laws of the state of Florida, as amended subsequent to the effective date of this Irrevocable Letter of Credit, including without limitation Chapter 675, F.S., all other statutes, all other acts of the Florida Legislature, and all administrative regulations applicable to this Irrevocable Letter of Credit, the Issuer, or the Principal;
- B. To the extent the following are not in conflict with Chapter 675, F.S., any other law of the state of Florida, or any administrative regulations applicable to this Irrevocable Letter of Credit, the Issuer, or the Principal, the provisions of (*the Issuer may designate only one of the following conventions to the exclusion of the terms of the alternate; failure to so designate excludes all terms of the following*):

\_\_\_\_\_ International Standby Practices ISP 98 Publication 590

\_\_\_\_\_ Uniform Customs and Practice for Documentary Credits (2007 Rev.), ICC Publication 600.

Venue for any administrative proceeding or judicial action arising from this Irrevocable Letter of Credit, including any action to enforce its terms against the Issuer, shall be in Leon County, Florida.

\_\_\_\_\_  
*Authorized Signature and Title of Financial Institution Officer*

\_\_\_\_\_  
*Printed Name and Title of Authorized Officer*

**Authorization:** Attached and incorporated into this Irrevocable Letter of Credit is a true copy of the written designation, delegation, or other official authorization from the Issuer to the above-named Officer to execute this Irrevocable Letter of Credit as a binding obligation of the Issuer. **The Department shall not accept any Irrevocable Letter of Credit which does not include the foregoing authorization as an attachment.**

**NOTE: The Department shall not accept for filing a Health Studio Certificate of Deposit Assignment which is not printed on the official letterhead of the acknowledging depository.**

## Health Studio Certificate of Deposit Assignment Form

\_\_\_\_\_ (Legal Name of applicant for Health Studio License), Assignor, does hereby assign, transfer, and set over unto the Florida Department of Agriculture and Consumer Services, Assignee, all right, title, and interest to and in Certificate of Deposit Number \_\_\_\_\_ entitled \_\_\_\_\_ and issued by \_\_\_\_\_ (Name and address of Depository) Depository, in the amount of \$25,000.00, excluding interest payable thereon. This assignment is made as security pursuant to Sections 501.012-501.019, Florida Statutes, the Florida Health Studio Law, for \_\_\_\_\_ (Legal Name and address of Health Studio - separate certificate of deposit or other security for each location). This assignment includes any substitution or renewals to the Certificate of Deposit described, and shall remain in effect until Assignee notifies Depository in writing of the cancellation of this assignment.

Assignee is authorized to draw against the above Certificate of Deposit pursuant to the Florida Health Studio Law, and Depository is directed to pay up to the Principal Sum to Assignee upon demand. Partial draft is permitted. Any payments made pursuant to this assignment shall constitute acquittance of Depository. Depository shall not pay any portion of the Principal Sum to Assignor without prior written cancellation of this assignment from the Assignee. This Certificate of Deposit may not be encumbered in any way, and any attempted encumbrance is void.

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Date

## Depository Acknowledgement of Assignment

The Assignor's signature above compares correctly with our files. Principal Sum is \$\_\_\_\_\_, and the above assignment will be considered valid and honored until written cancellation is received from Assignee.

**Depository Name:**

**Address:**

**City:**

**State:**

**Zip Code:**

**Telephone Number:**

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Name of Authorized Depository Officer:**

**Title of Authorized Depository Officer:**

\_\_\_\_\_  
Signature of Authorized Depository Officer

\_\_\_\_\_  
Date

## Health Studio Escrow Agreement

This agreement, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made between \_\_\_\_\_ (Legal Name and Address of Health Studio) hereinafter called HEALTH STUDIO and \_\_\_\_\_ (Name and Address of Florida Bank or Trust Co.) hereinafter called AGENT:

### WITNESSETH

**WHEREAS, HEALTH STUDIO** is a "health studio" as defined by section 501.0125, Florida Statutes, and **WHEREAS, HEALTH STUDIO** is, or intends to become, a seller of health studio services, subject to the provisions of section 501.016(5), Florida Statutes, and an escrow account is required to be maintained by **HEALTH STUDIO**, and **WHEREAS, HEALTH STUDIO** desires to employ the services of **AGENT** as its escrow agent, and **WHEREAS, AGENT** agrees to provide such services, and **WHEREAS**, the purpose of the escrow account established hereby is to make refunds to consumers in the event that **HEALTH STUDIO** fails to complete its facility within one year following \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the delivery and sufficiency of which is stipulated by both parties, the parties agree as follows:

1. The above recitals are correct and are hereby incorporated by reference and made a part hereof.
2. **HEALTH STUDIO** agrees to deposit with **AGENT** all funds received by **HEALTH STUDIO** for health studio services, whether by contract or otherwise, which are received by **HEALTH STUDIO** prior to completion of the facilities of **HEALTH STUDIO** and the commencement of full operations by **HEALTH STUDIO**. **HEALTH STUDIO** shall have full responsibility for depositing such funds with **AGENT** and **AGENT** shall not be in any way responsible to assure **HEALTH STUDIO** is depositing such funds with **AGENT** in compliance with applicable law or this Agreement.
3. **AGENT** agrees to establish and maintain all funds deposited by **HEALTH STUDIO** pursuant to this Agreement in account number \_\_\_\_\_, an escrow account separate and apart from all other of **HEALTH STUDIO'S** accounts, if any, with **AGENT**.
4. **HEALTH STUDIO** agrees that, concurrent with the deposit of funds with **AGENT** as provided herein, **HEALTH STUDIO** shall, at the time of each such deposit, provide **AGENT** with the name and address of each consumer, together with the sum received from each consumer who has purchased future services from **HEALTH STUDIO**. **AGENT** shall thereafter provide to each consumer a monthly statement of his or her funds in such account until such account is no longer required by law. **HEALTH STUDIO** shall pay **AGENT** the reasonable costs of preparing and providing such statements, including the cost of mailing or other service.
5. **AGENT** agrees to disburse escrowed funds, together with accrued interest, if any, on the completion of all or part of the **HEALTH STUDIO** facility's improvements, in the following manner:
  - i. One-third of the deposited funds shall be distributed to **HEALTH STUDIO** upon completion of one-half of the proposed improvement.
  - ii. Two-thirds of the deposited funds shall be distributed to **HEALTH STUDIO** upon completion of three-fourths of the proposed improvement.
  - iii. The balance of the funds including accrued interest, if any, shall be distributed to **HEALTH STUDIO** thirty (30) days following certification of occupancy denoting completion and full operation of the facility.
6. **AGENT** shall accept, as evidence of partial or total completion, the written certificate of a licensed architect, engineer or contractor that the improvements have been completed in accordance with the original and amended plans and specifications.
7. Notwithstanding anything to the contrary contained herein, if the facility of **HEALTH STUDIO** is not completed and in operation after one year from the date of establishment of the escrow account, **AGENT** shall thereupon distribute all remaining escrowed funds, together with any interest earned, to each consumer on whose behalf funds were deposited, in the amount of such deposit, plus interest, if any. If part of the deposited funds have been distributed to **HEALTH STUDIO** because of partial completion in compliance with paragraph 5, above, distribution shall be



made pro rata to each consumer based on the proportion of each consumer's deposit to the funds then remaining in the escrow account maintained by **AGENT**.

8. **HEALTH STUDIO** agrees to pay **AGENT** a fee for its services in accordance with the Letter Agreement attached and incorporated as Exhibit (1).
9. Copies of original plans and specifications for the **HEALTH STUDIO** improvement or construction are attached and incorporated as Exhibit (2). **HEALTH STUDIO** will promptly furnish **AGENT** with any amendment to such plans and specifications, which amendment will be incorporated into Exhibit (2).
10. **AGENT** is authorized to invest funds escrowed pursuant to this Agreement only in such a manner and in such instruments or obligations as will preserve all principal amounts deposited. **AGENT** shall be liable for any loss of principal funds deposited.
11. **AGENT** shall be under no duty to determine whether information furnished by **HEALTH STUDIO** concerning consumers (i.e. their name, address, amount paid, etc.) is correct, or whether deposits made with **AGENT** accurately reflect all funds received by **HEALTH STUDIO** for future health studio service contracts. The actions of **AGENT** expressly will be based only on information supplied to **AGENT** by **HEALTH STUDIO** and **AGENT** is not required to verify such information to determine the identity, address, or amount paid, by any consumer entitled to protection under sections 501.012 – 501.019, Florida Statutes, and the rules promulgated thereunder.
12. **HEALTH STUDIO** agrees to hold **AGENT** harmless and indemnify it against any and all liability, cost or expense, including, but not limited to, attorneys fees and court costs, arising from, pertaining to, resulting from or related to this Agreement.
13. This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.
14. This Agreement may be enforced by an affected consumer or the Florida Department of Agriculture and Consumer Services, according to law.
15. In the event of a dispute between **HEALTH STUDIO** and **AGENT** or between a consumer and **HEALTH STUDIO** relative to the disbursement of funds, **AGENT** may withhold disbursement until directed to do otherwise by agreement of the parties to the dispute or by an order of a court of competent jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year first above written.

Corporate Seal \_\_\_\_\_ by \_\_\_\_\_  
*(Health Studio)* *(include Title or Authority)*

Corporate Seal \_\_\_\_\_ by \_\_\_\_\_  
*(Agent)* *(include Title or Authority)*

**Witnesses:**

by \_\_\_\_\_  
*(include Title or Authority)*

**Witnesses:**

**HEALTH STUDIO**

**AGENT**