



# CONSUMER ALERT

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MARYLAND ATTORNEY GENERAL

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We are dedicated to continue providing services to Marylanders who need assistance with health club issues. Because of the COVID-19 crisis, if you call the office at (410) 576-6350, you may have to leave a message but you will get a response as quickly as possible. Additionally, you can always reach us by email at [healthclub@oag.state.md.us](mailto:healthclub@oag.state.md.us).

## **Information for Consumers**

Because of the COVID-19 crisis, as of March 16, 2020, all health clubs, fitness centers and self-defense schools (collectively, "Fitness Centers") are closed to the general public. A Fitness Center's policies for billing members during a closure is governed by Section 14-12B-04 of the Health Club Services Act. If a registered Fitness Center with long term contracts (i.e., 3, 6, 12, 18 month memberships, etc.), whether paid in advance or collected periodically, is closed for longer than a month due to no fault of the health club seller, the Fitness Center may either extend the membership period for a period equal to the length of the closure, or provide a prorated refund of the amount paid by the member during the closure. Therefore, Fitness Centers with members who pay monthly on a long term contract cannot continue to collect membership fees if the closure extends longer than a month unless the Fitness Center intends to extend the membership period. Fitness Centers that offer month-to-month memberships with no long term obligations cannot charge members during the closure. Additionally, Fitness Centers cannot require that members proactively take action to freeze their membership or charge freeze fees as a result of the mandated closures. You should contact your individual club if you have specific questions about their policy during the closure, or if you have special billing needs or concerns as a result of the COVID-19 crisis.

A Fitness Center that offers online options during a closure cannot require members to accept an online option but rather must provide one of the options mandated in 14-12B-04. The section does not preclude a club from offering online services during a closure and, for any member who wants online services, club owners who are charging for online services must price those services according to the value of the online services.

See <http://www.marylandattorneygeneral.gov/Pages/COVID19/default.aspx> for other frequently asked questions about COVID19.

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