

§ 623. Contract restrictions. 1. No contract for services shall require payment by the person receiving service or the use of the facilities of a total amount in excess of three thousand six hundred dollars per annum, provided, however, that this subdivision shall not apply to contracts relating solely to the use of tennis, platform tennis or racquet ball facilities.

2. No contract for services shall provide for a term longer than thirty-six months. No contract for services shall require payments or financing by the buyer over a period in excess of thirty-seven months from the date the contract is entered into, nor shall the term of any such contract be measured by or be for the life of the buyer. Provided, however, that the services to be rendered to the buyer under the contract may extend over a period not to exceed three years from the date the contract is entered into with the right to renew, at the option of the buyer for a like period. The buyer may have thirty days after the expiration to renew the contract. The installment payments shall be in substantially equal amounts exclusive of the down payment and shall be required to be made at substantially equal intervals, not to exceed one month.

3. No contract for services may contain any provisions whereby the buyer agrees not to assert against the seller or any assignee or transferee of the health club services contract any claim or defense arising out of the health club services contract.

4. No contract for services may require the buyer to execute a promissory note or series of promissory notes which, when negotiated, cuts off as to third parties a defense which the buyer may have against the seller.

5. No contract may be assigned by one health club to another health club not located on the same premises without written consent of the buyer.