



STATE OF TENNESSEE  
 DEPARTMENT OF COMMERCE AND INSURANCE  
**DIVISION OF CONSUMER AFFAIRS**  
 500 JAMES ROBERTSON PARKWAY, TWELFTH FLOOR  
 NASHVILLE, TENNESSEE 37243-0600

(615) 741-4737

TN TOLL FREE 1-800-342-8385  
 FAX 615-532-4994

Bond No. \_\_\_\_\_

**STATE OF TENNESSEE – HEALTH CLUB SURETY BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, Principal of  
 Health Club Operator

\_\_\_\_\_  
 Health Club Facility Name and Complete Facility Location Address

and \_\_\_\_\_, a surety organized under the laws of the State of  
 Surety Company

\_\_\_\_\_ and authorized to do business in the state of TENNESSEE, are held firmly bound unto the STATE OF TENNESSEE as obligees for the use of the TENNESSEE DIVISION OF CONSUMER AFFAIRS, DEPARTMENT OF COMMERCE AND INSURANCE in the full penal sum of TWENTY-FIVE THOUSAND & NO/100 DOLLARS lawful money of the United States of America. We bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bonded principal has applied to the TENNESSEE DIVISION OF CONSUMER AFFAIRS, DEPARTMENT OF COMMERCE AND INSURANCE to be registered pursuant to TENN. CODE ANN. §§ 47-18-301, *et seq.*, as a Health Club Operator.

NOW THEREFORE, the condition of this obligation is that the principal shall upon order of a court of this state issued in an action brought by the attorney general and reporter of this state make full restitution of any fees, meaning the payment of money or any other thing of value, which have been made by a consumer pursuant to the terms of a health club agreement.

THE TERM of this bond is continuous, however the Surety shall have the right to cancel this bond at any time by written notice stating when the cancellation shall take effect, and served upon or sent by certified mail to the Director of the Tennessee Division of Consumer Affairs, 500 James Robertson Parkway, Twelfth Floor, Nashville, TN 37243-0600, at least thirty (30) days prior to the effective date of the cancellation. Regardless of the number of years this bond may remain in force, the liability of the surety shall not be cumulative, and the aggregate liability of the surety for any and all claims, suits or actions under this bond shall not exceed the sum of \$25,000.00.

NO RIGHT of action shall accrue, upon or by reason of the Bond, to or for the use or benefit of any one whatsoever other than the Obligee named herein.

Date Issued (Renewed) \_\_\_\_\_ Expiration Date \_\_\_\_\_

\_\_\_\_\_  
 Principal

By: \_\_\_\_\_

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Surety

By: \_\_\_\_\_  
 Attorney-in-Fact

Seal of Company affixed hereto will  
 Represent Power of Attorney