

Dance Expo and The Dance Network

Rules, Terms and Conditions

A. For All Dance Classes AND Competition Teams:

1. **Dance Term.** Our term begins on the first Monday after Labor Day in September each year, and runs until late May or early June. Each term will include 32 classes.
2. **Tuition.** Tuition for the term is set forth in the Tuition Schedule on our website. Tuition is payable in four (4) equal installments. The first payment is due upon registration, with subsequent payments due on the dates set forth in the Tuition Schedule. Tuition will be prorated for any student who starts after the term has begun.
3. **Discounts.** Discounts for siblings and multiple classes will be given in accordance with the Tuition Schedule on our website.
4. **Late Payments.** A late fee of \$25 will be assessed for each late payment. This late fee is charged per dancer. Failure to make a scheduled payment within 14 days of the due date will result in your child being suspended from all classes and teams until payment is made.
5. **Check Payments.** We accept personal checks. A returned check fee of \$35 will be assessed for any returned check, and we reserve the right to require future payments via cash or credit card thereafter.
6. **Credit Card Payments.** We accept Visa, Mastercard, and Discover. The service fee for all credit card payments is 3%.
7. **Missed Classes.** Students are permitted to take a make-up class for any missed class, except for the following, which will not be made up: (a) classes cancelled due to inclement weather, and (b) the last eight (8) classes of each term. There will be no refunds or tuition adjustments for any missed classes. Exceptions will be made if a student is unable to participate for more than two (2) weeks due to severe illness or injury, confirmed by a physician's note, in which case we will issue a credit which may be used for future classes by the student or a family member.
8. **Refund Policy.** Withdrawals must be notified to us in writing. A full refund will be given for withdrawals prior to the first day of class, less an administrative fee of \$25. A refund of 50% will be given for withdrawals during the first week of the term, less an administrative fee of \$25. **No refunds will be given after the first week of the term.**
9. **Attendance.** Late arrivals disrupt our classes and detract from the other students' dance experience. For this reason, students who arrive more than 15 minutes late to a scheduled class or rehearsal time will not be allowed to participate in that class or rehearsal.
10. **Year-End Show and Costumes.** Our Year-End Show is held in late May or early June. Participation in the Year-End Show is optional but encouraged for all non-competition class students, and is required for our competition class students. Participants will be required to purchase the required costume for each dance; the costume cost will be advised in November of each term and payment will be due by the date stated on the costume form. A late fee of \$15 will be assessed after this date. The late fee is charged per costume. Students enrolling after the costume due date will be assessed an additional shipping fee. Once paid, costume fees are non-refundable, regardless of whether your child participates in the Year-End Show.
11. **Dress Code.** Our Dress Code can be found on our website. You agree to comply with our Dress Code and understand that failure to comply may result in your child's suspension or dismissal. We may modify our Dress Code from time to time in our sole discretion.
12. **Code of Conduct.** Our Code of Conduct for students, competition team members and family members can be found on our website. You agree that you, your child and your family members will comply with our Code of Conduct and understand that failure to comply may result in your child's suspension or dismissal. We may modify our Code of Conduct from time to time in our sole discretion.
13. **Private Lessons.** Private lessons are available for all students in books of five (5) or ten (10) lessons, payable in advance. Private lesson fees are as set forth in the Tuition Schedule on our website. Twenty-four (24) hours' advance notice is required to cancel or reschedule a scheduled private lesson. Less than 24 hours notice, you will be charged and unable to reschedule that lesson.
14. **Physical and Mental Conditions.** It is your responsibility to inform us in writing of any physical or mental conditions that our staff should be aware of in working with your child and/or in case of emergency. We accept no liability for your failure to inform us of any such physical or mental conditions.
15. **Emergency Medical Treatment.** In the event of a medical emergency, we will attempt to contact you and/or the emergency contact person listed on the registration form prior to administering any medical treatment, if possible. You hereby grant permission for us to seek emergency medical treatment and/or first aid for your child.

16. **Assumption of Risk, Waiver, Release and Indemnity.** You understand and agree that participation in any dance program involves physical exercise, exertion, and risk of injury. You hereby accept and assume the risk of injury as well as other losses associated with participation in any and all dance programs, and you hereby enroll your child at his/her/their/your own risk. You hereby agree to waive any and all claims, including but not limited to claims for personal injury or loss of property or otherwise, and to release Dance Expo LLC and The Dance Network LLC (together, "DE/TDN") and their owners, officers, directors, employees, agents and representatives (collectively, "affiliates"), from any and all claims or causes of action for personal injury or loss of property or otherwise sustained by you or your child. Furthermore, you hereby agree to indemnify and hold DE/TDN and their affiliates harmless from and against any and all claims and liability for personal injury or loss of property or otherwise, sustained by you, your child, your family members and guests, which may be asserted against DE/TDN and/or their affiliates.

17. **Photo/Video Release.** You hereby consent to your child being photographed and/or videotaped in any public or private performance. You agree that any such photographs or videotapes of your child may be used for purposes of illustration, promotion, broadcast (on our website(s) or otherwise), or distribution (via DVD or otherwise), and that no compensation shall be due to you or your child in connection therewith.

18. **Governing Law and Venue.** This agreement shall be subject to and governed by the laws of the State of New Jersey. Venue for all actions arising out of this agreement or otherwise between the parties hereto shall be solely in Mercer County, New Jersey.

19. **Miscellaneous.** The Tuition Schedule, Dress Code, and Code of Conduct on our website are hereby incorporated into these Rules, Terms and Conditions and are made an essential part hereof. These Rules, Terms and Conditions (including the said Tuition Schedule, Dress Code, and Code of Conduct) contain the entire agreement and understanding between the parties. No additions, changes or modifications will be binding unless made in writing and signed by both parties. The terms, conditions, and provisions of this contract shall be deemed to be severable. If any clause or provision contained herein shall be deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect. Any failure by us to enforce strict performance by you of any term or condition in this contract shall not be construed or deemed to be a waiver for the future of any such term or condition.

B. For All Competition Teams Only:

1. **Class and Attendance Requirements.** Participation on a competition team is a full school year commitment, from September through June. Class requirements for competition teams are set forth on our website. Team members are permitted no more than three (3) excused absences per year, with the exception of religious holidays. Excused absences must be approved in advance by us. Unexcused absences are not permitted. There will be no excused absences for the three practices prior to any competition or performance, or for dress rehearsals, all of which are mandatory for competition team members. Failure to comply may result in your child's suspension or dismissal from the competition team and/or other classes.

2. **Extra Rehearsals.** Extra rehearsals for competition teams may be scheduled and will be mandatory for all team members.

3. **Competitions.** We will select the competitions in which the competition teams will participate during the term. We will notify you of the dates of the selected competitions as soon as practicable. Competition team members' attendance is mandatory for all competitions. Transportation to competitions is your responsibility; transportation is not provided by us.

4. **Competition Fees.** You will be required to pay a fee for all competitions. These fees vary depending on the size of the group and the competition involved. Competition costs will be notified to you by us in advance of each competition, and payment will be due within 14 days.

5. **Competition Costumes and Attire.** Competition team members will be required to purchase the required costume for each competition dance and other competition team attire as required by us; the cost will be advised in October and payment will be due by the date stated on the costume order form. A late fee of \$15 will be assessed after this date. This late fee is charged per costume. Once paid, costume and team attire fees are non-refundable, regardless of whether the child participates in the competition and/or team. Competition team members are required to wear their competition team attire at all competitions.

6. **Competition Team Refunds.** There will be **no refund** whatsoever of any class fees, competition fees, or costume or team attire fees. If your child is suspended or dismissed from a competition team, or if your child withdraws from a competition team, any amounts previously paid by you shall be forfeited.

By signing below, you agree that you have read, understood, and agree to the foregoing Rules, Terms and Conditions, including the Tuition Schedule, Dress Code, and Code of Conduct:

Signature of Parent/Guardian: _____ Print Full Legal Name: _____ Dated: _____

(If Applicable) Signature of Competition Team Member: _____ Print Full Legal Name: _____ Dated: _____