

## The Dance Network Rules, Terms and Conditions

### A. **For All Dance Classes AND Competition Teams:**

1. **Dance Term.** Our term begins 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 date set forth in the [Tuition Schedule](#). Tuition will be prorated for any student who starts after the term has begun.
3. **Discounts.** Discounts for multiple classes will be given in accordance with the [Tuition Schedule](#) on our website.
4. **Late Payments.** A late fee of \$30 will be assessed for each late payment. 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 Payment.** We accept Visa, MasterCard, American Express, and Discover. The service fee for all credit card payments is 3.5%. We do **not** accept debit cards. If your credit card is declined, a \$5 convenience charge will be applied to your account. It is the family's responsibility to make sure all credit card payment information is up to date.
7. **Missed Classes.** Students are permitted to take a make-up class, if available, for any missed class, except for the following, which will not be made up: (a) classes cancelled due to inclement weather (see below), and (b) the last (8) classes of each term. There will be no refunds or tuition adjustments for any missed classes. Exception will be made if a student is unable to participate for more than (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 family member. Makeup classes may be offered in a different style of dance than what the dancer is registered for due to the availability of classes. Only 5 makeup classes are permitted per class missed.
8. **Cancelled Classes.** In the event of inclement weather, power outages, or other instances beyond the studio's control, classes may be cancelled. The first cancelled class will not be rescheduled or refunded. If a class is missed 2 or more times, class will be rescheduled at the studio's discretion. If you cannot attend the rescheduled class, no refunds/credits will be given, however you may take a makeup class (see above). If class is cancelled due to a teacher's absence, the class will be rescheduled.
9. **Refund Policy.** Withdrawals must be notified to us in writing. A full tuition refund will be given for withdrawals prior to the first day of the term. A full tuition refund, minus any classes attended, will be given for withdrawals during the first week of the term. A 50% refund will be given for withdrawals during the second week of the term. Registration fees are non-refundable once paid. No refunds will be given after the second week of the term.
10. **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.
11. **Year-End Show and Costumes.** Our Year-End Show is held in late May or early June (date TBA in the fall). Participation in the Year-End Show is optional but encouraged for all non-competition class students and 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 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.
12. **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](#) at any time, at our sole discretion.
13. **Studio Policies.** Our [Studio Policies](#) 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 [Studio Policies](#) and understand that failure to comply may result in your child's suspension or dismissal. We may modify our [Studio Policies](#) at any time, at our sole discretion.
14. **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 set forth in the [Tuition Schedule](#) on our website. Four (4) hours' advanced notice is required to cancel or reschedule a scheduled private lesson. Less than 4 hours' notice, you will be charged and unable to reschedule that lesson.
15. **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 condition.

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16. **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.
17. **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, including virtual classes, 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 The Dance Network LLC (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 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 TDN and/or their affiliates.
18. **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), social media or otherwise), or distribution (via DVD or otherwise), and that no compensation shall be due to you or your child in connection therewith.
19. **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.
20. **Miscellaneous.** The Tuition Schedule, Studio Policies, and Dress Code 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, Studio Policies, and Dress Code) 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 the contract shall be deemed to be severable. If any clause or provision contained herein shall be deemed invalid or unenforceable by a court or competent jurisdiction or by the 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 and 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.

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

Signature of Parent or Guardian: \_\_\_\_\_

Print Full Legal Name: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Dancer's Name: \_\_\_\_\_