



## INSTRUCTION AGREEMENT ROBERT THOMAS ENTERPRISES, INC.

### ***For over 40 years a tradition of-----Quality, Integrity & Leadership***

THIS INSTRUCTION AGREEMENT ("Agreement") is made and entered into as of the date set forth above the signatures to this Agreement by and among Robert Thomas Enterprises Inc referred to in this agreement as "Dancercenter", and \_\_\_\_\_ referred to in this agreement as "Customer" and \_\_\_\_\_ referred to in this agreement as "Student" and are hereinafter defined.

WHEREAS, Customer desires to purchase dance instruction for Customer, Customer's child or Customer's ward (each a "Student") from one or more Dancercenter locations (the "Class" or "Classes"), the parties desire to enter into this Agreement setting forth the terms and conditions under which such Classes shall be provided by Dancercenter to Student.

THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, mutually agree, as follows:

1. **Fees** Customer shall pay Dancercenter Fees (as set forth in Schedule 1 to this Agreement) for Classes in which Customer has enrolled a Student under the Individual Rate Plan, the Full Season Payment Plan or the Automated Payment Plan (as those plans are hereinafter described). Customer shall also pay registration fees and any other applicable fees as set forth in Schedule 1 to this Agreement. Dancercenter Fees are nonrefundable.

1.1 **Individual Rate Plan.** This plan is for Customers who do not register a Student for the Full Season Payment Plan or the Automated Payment Plan, but instead enroll the Student for Dancercenter Classes on a class-by-class basis, limited time (i.e.: Summer, Single Class, Static, Workshop or other) full Pre-Payment required for this plan.

1.2 **Full Season Payment Plan.** This plan is for Customers who register Student for an entire season of Dancercenter Class or Classes subject to the following:

1.2.1 Dancercenter Fees shall be divided into equal monthly installments or "minimum payments" to reach a zero balance by the end of the longest class. Each installment or "minimum payment" is due on the statement date and is "past due" when the grace period expires. Each installment that is "past due" shall be subject to a service charge as set forth in Schedule 1 to this Agreement.

1.3 **Automated Payment Plan.** This plan is for Customers who register a Student for an entire season of a Dancercenter Class or Classes and who complete and submit to Dancercenter an Authorization Agreement for Pre-Authorization Transfers (attached hereto as Schedule 1.3) subject to the following:

1.3.1 Dancercenter Fees shall be divided into equal monthly installments or "minimum payments" to reach a zero balance with the payment of the current dance season's July statement "minimum payment" due. Each installment or "minimum payment" is due on the statement date and is "past due" when the grace period expires. Each installment that is "past due" shall be subject to a service charge as set forth in Schedule 1 to this Agreement.

1.3.2 The registration fee set forth on Schedule 1 shall be reduced if a Customer signs up for and remains on the Automated Payment Plan. Customer is required to submit the Authorization Agreement for Pre-Authorization Transfers to Dancercenter and completes at least one installment payment.

1.3.3 If Customer changes Student's Dancercenter Class schedule by completing and submitting a completed Schedule Change Form (attached hereto as Schedule 1.3.3) prior to completion of said scheduled Dancercenter Class or Classes, any outstanding fees shall be immediately due and payable.

2. **Schedule Changes.** Customer may discontinue the Student's enrollment in a Dancercenter Class or Classes at any time by submitting a Schedule Change Form (attached hereto as Schedule 1.3.3). Upon Dancercenter's receipt of the completed Schedule Change Form by Saturday prior to the scheduled class, no additional fees shall be posted to Customer's account for any Class or Classes that Student will not be attending. Upon discontinuing all classes remaining balance is immediately due. Customer is responsible for submitting the completed Schedule Change Form to Dancercenter. Customer shall be responsible for Dancercenter Fees for any goods and Classes until Dancercenter has received and acknowledged the receipt of the properly completed Schedule Change Form.

3. **Make-up Classes.** Student may make up any Class Student has missed or will miss, provided Student makes up the Class prior to the last week the Class meets for the Season. Notwithstanding the foregoing, however, Student may not make up any Class absences for Classes the Customer has discontinued pursuant to Article 2 of this Agreement. Make-up times need to be the same amount of time or less than the original class. Additional charges for extra time. Iowa Youth Ballet classes may be made-up in regular studio performance classes; however, Iowa Youth Ballet classes may not be used to make-up other classes.

4. **Cancellation of Classes.** Dancercenter reserves the right to cancel classes due to a Class instructor's inability to attend class, or due to severe weather conditions. Dancercenter locations frequently close and cancel Classes if local schools cancel their classes due to weather conditions or if Dancercenter determines that driving conditions are unsafe for its instructors and Customers. All Class cancellations shall be posted on Dancercenter's web site and on Dancercenter's phone answer machine. Student may make up cancelled Classes in any other regularly scheduled Class at the same Class level or at a lower Class level at any Dancercenter location. Dancercenter may discontinue and cancel a class at any time for any reason. The registered students would be responsible for the tuition until but not beyond the cancellation date.

5. **Recitals.** Students may elect to participate in an annual recital if enrolled Class offers a recital option. Customer shall indicate whether the Customer elects to have the Student participate in the recital upon registration.

5.1. **Restrictions on Student's Recital Participation.** To participate in any recital, Student must attend 80% of all Classes in which Student has enrolled and Student must be available for every recital performance. Dancercenter reserves the right to prohibit Student from participating in a recital due to Student's disciplinary problems or for Student's failure to achieve the aforementioned Class attendance requirements. Accounts must be up to date to participate in the recital.

5.2. **Costume Fees and Recital Fees.** Customer shall pay a recital fee ("**Recital Fee**") as set forth on Schedule 1 to this Agreement. Customer shall pay a costume fee ("**Costume Fee**") for each costume required for a recital as set forth on Schedule 1 to this Agreement. Some recital costumes may be rentals. Special order or over budget costumes may be subject to an additional Costume Fee. Customer shall pay the applicable Costume Fee(s) and Recital Fee(s) as set forth on Schedule 1. Costume & Recital Fees are nonrefundable. Customer is responsible for providing Dancercenter with the Student's costume size by November 1 of the Class year or Dancercenter will estimate Student's costume size. Customer shall pay an additional Costume Fee if any costume does not fit the Student and has to be exchanged for a different size, regardless of whether Customer provided the Student's costume size or Dancercenter estimated Student's costume size. Customer shall pay an additional Costume Fee for any alterations to a Student's

costume. Students enrolling in the recital after January 1 of the Class year shall incur additional Costume Fees. Customer may be required to pay an additional Costume Fee for any required props.

6. Dress Code. Students are required to obey any Dancenter dress code requirements.

7. Waiver and Release from Liability. Customer and Student acknowledge that dance is a dangerous activity and that Student is voluntarily participating in a Class or Classes with Customer's and Student's consent and knowledge of the danger involved. Customer and Student hereby agree to accept any and all risks of property damage, personal injury or death. Customer and Student hereby release Dancenter and any of its instructors or agents from any present and future claims, including negligence, for property damage, personal injury, or wrongful death, arising from Student's participation in Class activities.

Furthermore, Customer and Student hereby voluntarily waive any and all claims, both present and future, arising from Student's participation in Class activities, including, but not limited to negligence, property damage, personal injury and wrongful death.

Customer and Student understand that Classes involve certain risks, including but not limited to, travel to and from the site of the Class, physical contact and the possible reckless conduct of other Students. These risks also include, but are not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs. Customer and Student further understand that Classes involve a risk of knee, head and neck injury.

Customer and Student further understand that the Class activities Student participates in may be conducted at sites that are remote from immediate medical assistance; and nonetheless agree to proceed with such activities in spite of the possible absence of immediate medical assistance. Customer and Student also understand that any equipment provided for Student's protection might be inadequate in preventing serious injury.

Customer and Student acknowledge each has read the Agreement and fully understand that by signing this Agreement, each of Customer and Student is giving up legal rights and/or remedies that may be available to Customer or Student.

8. Miscellaneous. This Agreement shall be governed and construed under the laws of the State of Iowa. This Agreement supersedes all previous agreements, whether written or oral between the parties contains the entire understanding between the parties and may be modified only in a writing signed by the parties. **EACH OF THE PARTIES TO THIS AGREEMENT WAIVES THE RIGHT TO TRIAL BY A JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT. Each of the parties to this Agreement agrees that in the event an action is commenced to enforce the terms of this Agreement or for breach of this Agreement, such action shall be venued in either the United States District Court sitting in Polk County, Iowa or the Iowa District Court in and for Story County, Iowa.**

#### **SCHEDULE 1**

All Fees Paid to "Dancenter". **Dancenter Fees shall be divided into monthly installments or "minimum payment dues" to reach a zero balance by the end of the longest class. BILLING IS IMMEDIATE FOR REGISTERED CLASSES. However Pre-registration is available for delayed payment**

Employees do not receive personal compensation or are authorized to offer free or discounted classes or merchandise other than what is published in this document or declared in writing from the Company

Registration Fee of \$25.68 reduced to \$12 with automatic payment plan upon registration only. Registration fees are reduced for Customers who are signed up for and maintain the Automated Payment Plan. If you discontinue class before one payment is made, a \$25.68 registration fee is charged.

Class Rates: \$7.28-\$19.95 per hour. Family, Multiple Class, Partner, Special Program Discounts may apply. Please call for quote on specific program. Charges posted to accounts upon registration. Full refunds available until the day before the class begins. Prorating and partial enrollment may be requested at \$15 + tax per hour.

Costume Fees and Recital Fees. (Full Refunds through 12/1-No refunds after 12/1)

Costume Deposit(s) are prorated in monthly installments with the first installment due in November of the class year. Recital Fee(s) are payable in monthly installments, prorated with the first installment due upon recital registration of the class year. Costume Fee \$110-\$120 per class. Recital Fee \$124.68 per performer. No charge for tickets. Student recital participation assumes that some family volunteer activity will be forthcoming at recital time. Additional babysitting fees may accrue otherwise. Costume exchange fee \$29.50 per costume. Customer is responsible for any necessary alterations to their costumes. Dance Costumes ordered after Jan 1st incur a supplemental \$29.50 fee. Prop rental/purchase (if required) \$3-\$25; prop fees are prorated in monthly installments with the first installment due in March (or later) of the class year. Performance tights \$10-\$21 per pair; performance tights fees are prorated in monthly installments with the first installment due in February of the class year. Irish Hardshoe buckle rental \$5. IPT Accessories estimated at \$50-\$75.

Private Dancenter lessons 75.00/hour. Students who do not show up for a scheduled private lesson, without giving at least 2 hours notice, will incur a \$15 charge.

"2 for 1 Special" half price fees on **tuition** for selected classes and may be applied for throughout the duration of the 2 for 1 class.

50% tuition discount apply to any other studio performance class dancers may wish to add throughout the year, as long as student remains registered in a 2 for 1 class.

We offer one discount per student. Discounts apply to tuition. Receiving the 2 for 1 discount precludes family discounts for other siblings.

Students up through 3rd grade are encouraged to take advantage of our 2 for 1 discount. Two for One classes will contain (2/1) in their class name on our website.

Students who register in both XL Ballet 1 AND Jazz/Tap 1 receive a 25% tuition discount on both classes, as well as any other studio performance class student may wish to add throughout the year, as long as student remains registered in both XL Ballet 1 and Jazz/Tap 1.

If you pay in full By Sept 15<sup>th</sup>, you may receive a 5% discount on tuition. Students receiving other discounts are ineligible for this offer. The deadline for the 5% discount is September 15th of the Class year. All discounts are applied upon payment at registration only. Full season participation required to qualify for the discount. Registration Fees are also reduced to \$12 if a Recital, Costume & Tights deposits are also paid in full upon registration. No discounts on Recital, Costume and Tights deposit.

Late Fee of 2.0% per month on all minimum payments beyond the grace period.

Statements are sent monthly. They are e-mailed for free. They are mailed via post office for \$2.50 each statement. Statements calculate/post a "MINIMUM PAYMENT DUE". This MPD is calculated by taking the tuition (Prorated Charges) at the TIME THE STATEMENT WAS GENERATED and dividing them by the number of remaining months in your agreement to reach a zero balance. Then merchandise, services or misc. (Non Prorated) charges are added. After all calculations are made any remaining unpaid balance on the previous minimum due is added and the current MINIMUM PAYMENT DUE is generated and posted. Please note that payments made prior to the generation time/date of the statement are not credited against any future MINIMUM PAYMENT DUE. Credits applied to the account, while they deduct from the total balance, do not apply at any time toward the MINIMUM PAYMENT DUE

Customer accounts 75 days past due shall be charged an additional \$75.00 late fee. One \$75 fee will be posted per family. If full payment of the balance due is made within 10 days of the \$75.00 fee being posted, the \$75.00 late fee is removed. Accounts 75 days past due may be sent to collections.

Customer account disputes need to be reported within 10 days of statement date. Thirty days after statement date, all charges are final.

NSF fee <>\$27.00 per check, e-check, ACH, credit or debit card refusal fee

Customers participating without a signed contract incur a \$5 monthly service charge

"Static Price Classes" are offered as package prices (please add sales tax, pre-registration required). These are special reduced & discounted fees. All available discounts have been applied. Full refunds available until the day before the class begins. Dropping classes once started incur a \$15 + tax early withdrawal fee.

Questions regarding content interpretation of this agreement should be submitted in writing to "Account Manager" [info@rtdance.com](mailto:info@rtdance.com).

**For Dancer Dancer Company Only**

12 Payments in 12 Months (Each payment due on 26th Aug-July)

See individual Registration Form for Fees

**These fees include**

- Costumes, Music, Entry Fees, Misc., Dancer Dancer Rehearsal Tuition, One Workshop (for Andromeda & up), and TBA Guest Instructors (for Andromeda & up)
- 25% off FULL Studio and IYB class tuition with requirements met. Dancer Dancer Contract AND studio registration agreement must be signed and returned five days prior to the start of the current season, and all previous season and first summer session fees must be paid five days prior to the start of the current season to receive the 25% off FULL studio class tuition. Student must remain enrolled in Dancer Dancers for the full season to receive 25% off studio class tuition.

**These fees do not include**

- Studio Registration Fee, Tights, Make-up, Hair, Jewelry, Accessories, Shoes, Props, Sales Tax
- REQUIRED DANCER BALLETS CLASSES

Little Dipper and Big Dipper dancers are required to take one Dancer combination class which includes ballet, or an XL Ballet class, weekly. Andromeda dancers, and Perseus dancers under 10 are required to take one Dancer XL Ballet class weekly.

Perseus 10 and over, Cassiopeia and Orion dancers are required to take two Dancer XL Ballet and/or Pointe, or IYB classes weekly.

Dancer Dancer members are required to take the minimum requirement, and the majority of their Ballet and Pointe training at the RT Dancer from Sept through May.

Attendance must be maintained at 80% levels or above in both studio and Dancer Dancer classes to be eligible for tuition discounts (Please note, attendance policy in Dancer Dancer classes is stricter, at only 5 absences per season, to maintain team status.)

- Recital Costumes and recital performance fees
- Bags and Warm-ups are required, Dancer Dancer Wear is optional
- All travel, lodging, meals, etc. are the personal responsibility of individuals
- Optional/Additional activities the Dancer Dancer Company Foundation may or may not offer
- Additional optional solo and titlist fees

**For Iowa Youth Ballet Only**

IYB Company classes are exclusive to IYB dancers able to participate in supplemental training. These classes are not available for makeup by non IYB Company members. IYB Company members may/should however make up this class in other studio classes. IYB 2 & 3 Company Class participants are required to take one IYB class, and an additional class, either IYB or Ballet or Pointe at their "home" studio. Additional Ballet and Pointe classes, at Dancer or "home" studio are encouraged. IYB 1 Company Class participants are required to take an additional Ballet class (or combination class that contains ballet) each week at Dancer or their "home" studio during the week. IYB Variations participation will require enrollment in both IYB Classes (2 or 3 level), and a pointe class at their "home" studio, as well as IYB Ballet Mistress/Master approval. IYB Dancer understands they are responsible to participate in or make up eighty percent (80%) of classes required in order to maintain Iowa Youth Ballet's participation requirements.

The Iowa Youth Ballet's rehearsals are specialized dance classes with no make-up times and that should a Dancer be absent from twenty percent (20%) or more of Iowa Youth Ballet's rehearsals, the dancer may be removed from IYB, and no refunds will be issued. IYB Dancers must register in IYB classes by the last day of September of the current season, when IYB registration closes.

**For Irish Performance Team Only**

All Irish Performance team members need to be enrolled in Novice or Prize Winner/Preliminary Championship level Irish hard shoe and/or soft shoe studio class at the Robert Thomas Dancer to participate in Fall Irish Performance Team. Spring Irish Performance Team Dancers must be enrolled in Advanced Beginner, Novice, or Preliminary Championship level hard shoe and/or soft shoe Irish at the Robert Thomas Dancer. Dancer understands they are responsible to participate in or make up eighty percent (80%) of studio classes. Irish Performance Team extra rehearsals are irregular, short-term and separated by scheduled performances. Dancer recognizes that the IPT's rehearsals are specialized dance classes with no make-up times (Please note, attendance policy in IPT classes is stricter, at only 2 absences for fall season, and 3 absences for spring season, to maintain team status.) Should a Dancer be absent from more than the allowed number of Irish Performance Team's classes/rehearsals, dancer may be removed from a performance and/or IPT and no refunds will be issued.

As an IPT member, dancers will be required to purchase one costume, and accessories. All IPT members must purchase approved hairpieces and they will be issued rental buckles, which must be returned at the end of the season in good condition. Dancers are responsible for supplying their own team approved shoes, tights and/or socks to be worn with the costumes. Please refer to Schedule 1 above for costume, accessories and buckle fees.

**IRISH & IYB**

IYB and IRISH classes are separate programs. Multiple class and family discounts do not cross over from program to program

**PARENT/GUARDIAN PHOTOGRAPHY CONSENT. BY SIGNING THIS DOCUMENT PARENT AUTHORIZES THE USE OF STUDENT'S PICTURE OR VIDEO IN ANY DANCENTER PROMOTIONAL BROCHURE, STATIONERY, NEWSPAPER ARTICLE, WEBSITE OR SOCIAL MEDIA. PARENT SHOULD INITIAL BELOW, IF YOU DO NOT AUTHORIZE THE USE OF STUDENT'S PICTURE OR VIDEO.**

I DO NOT GRANT permission for a photo or video of my student to be used on the Robert T Dancer website, Facebook page or advertising and promotions.

If you, as the parent or guardian, wish to rescind your photography consent, you may do so at any time in writing by sending a letter to the Robert T Dancer and such rescission will take effect upon receipt by the school and will apply going forward from that date.

**"Customer"**

**We have read and understand and agree with the terms and conditions of this agreement**

**Date:** \_\_\_\_\_

Signed \_\_\_\_\_

Print Name: \_\_\_\_\_

**"Dancer"**

Signed \_\_\_\_\_

Position \_\_\_\_\_

Print Name: \_\_\_\_\_

