

**DANCE WITH ME HOUSTON****COMPETITION AGREEMENT****NAME:** Andrew Dragotto**DATE: 12-31-1969**

Student agrees to purchase and DWM Dance Studio Galleria, LLC. (the "studio") agrees to provide the following described course of dance instruction and/or miscellaneous studio service(s) on the following items of tuition. This agreement includes and incorporates by reference the conditions and definitions attached to this form

**(1) Private Lesson****Units:** 2**Unit Price:** \$189.00**Total Price:** \$378.00**(2) Group Lesson****Units:** 4**Unit Price:** \$25.00**Total Price:** \$100.00**(3) Party****Units:** 4**Unit Price:** \$15.00**Total Price:** \$60.00**TOTAL**

\$538

**GRAND TOTAL**

\$189

Manager / Supervisor

**DISCOUNT | CREDIT**

\$349

**PAID TODAY**

\$0.00

**SERVICE CHARGE 7%**

Student Name

**BALANCE DUE****TERMS AND CONDITIONS**

- 1. Term:** The Student agrees to prearrange and complete all lessons and/or services provided in this Agreement within one (1) year of the date of the Student Enrollment Agreement Form. DWM Dance Studio GALLERIA, L.L.C. (hereinafter "Studio") shall not be obligated to transfer any unused or expired dance lessons and/or services from prior Agreements.
- 2. Credit Card Authorization:** Student authorizes DWM Houston to charge the credit card on file for any scheduled lessons or unpaid session fees not paid at the time of booking. Student is responsible for updating the studio with any changes to your payment method. Any disputes regarding charges must be resolved directly with DWM Houston within 30 days of the charge.
- 3. Payments:** Student agrees to make all payments required under the Agreement in a timely manner; otherwise the Agreement shall terminate immediately upon a default. The Studio may, in its sole discretion, reinstate the Agreement to the initial date of the Agreement upon receipt of a payment or upon the scheduling of a lesson. There shall be a fee of \$5.00 for all returned checks.
- 4. Rescheduling/Cancellation/Non-appearance/Lateness by the Student:** All Lessons shall be scheduled during regular Studio hours. All cancellations and/or changes to a scheduled lesson must be done twenty four (24) hours prior to the scheduled time of the lesson or the lesson shall be forfeited. All missed lessons shall be forfeited. Each lesson shall be for 45 minutes and there shall only be a five minute grace period.
- 5. Rescheduling/Cancellation by the Studio:** The Studio may cancel or reschedule any individual or group lesson in its sole discretion at any time for any reason, including but not limited to, inadequate number of Students for a group lesson, inclement weather, illness of an instructor, etc
- 6. Instructors:** The Studio does not guarantee the services of any instructor nor does the Studio guarantee that a request for a particular instructor will be accommodated.
- 7. Refunds:** There shall be no refunds for any reason whatsoever except as set forth in paragraph 8.
- 8. Termination by the Studio:** The Studio may terminate an Agreement with a Student for good cause, i.e. the Student is disruptive, rude, abusive, violates a law, violates the terms of the Agreement, etc. Upon termination the Student shall not be entitled to a refund for any unused lessons, transferred lessons, the membership fee and/or bonus/free lessons.
- 9. Termination by the Student:** The student may terminate this agreement within sixty days (60) of the date of the Agreement. Upon termination under this provision, the Student shall receive a refund for only unused lessons paid for under this Agreement and the Student shall receive a prorated refund of the membership fee.
- 10. Lost Items:** The Studio is not responsible for or liable to the Student for any lost or stolen items.
- 11. Use of Image and Likeness:** The Student grants permission for videos and photographs to be taken of the Student while in the Studio and during the course of the dance lessons, showcases, competitions, company events, etc. The Student understands that the photographs and videos shall be the property of the Studio exclusively and may be utilized by the Company in its sole discretion for advertising, marketing, or promotional purposes indefinitely.
- 12. Non-Solicitation:** THE STUDENT IS HEREBY PLACED ON NOTICE THAT: the Studio and its Employees have a contractual relationship that strictly prohibits Employees from rendering services or performing dance related activities, regardless of whether they are paid or unpaid, with its students during the course of and after the term of their employment with the Studio. The Student hereby agrees not to solicit, induce, encourage, or allow an Employee or former employee of the Studio to engage in dance related activities with the Student outside of the Studio regardless of the Employee's current employment status. Any breach of this provision by the Student will not only be a breach of this agreement but likely constitute a tortious interference with the contract between the Studio and the Employee. Student understands that a breach of this provision shall cause monetary damages to the Studio. In the event of a breach of this provision, the Student also agrees that the Studio has a right to seek a temporary and permanent injunction from a court of law. In addition to damages, the Student shall be required to reimburse Studio for its reasonable legal fees and costs.
- 13. Gratuity:** The Student shall not give or loan anything of value to the Employee except for a tip that would be customary in the industry.
- 14. Liability/Waiver Release:** The Student assumes any and all risks involving or arising from his/her participation in the services offered by the Studio, including without limitation, the risk of death, bodily injury or property damage, the unavailability of emergency medical care or the negligent or deliberate act of another person. The Student, his/her heirs, assigns and legal representatives, hereby expressly agree to release, waive, discharge, indemnify, defend and agree not to sue the Studio and any of its successors, assigns, affiliates, officers, directors, employees, and agents from all causes of actions and demands whatsoever in law or equity, including attorney's fees in connection with any injuries sustained during any lessons, competitions, showcases and/or company events.
- 15. Non-Transferable:** This Agreement is not transferable or assignable to any other individual and/or entity.
- 16. Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason, be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, and the unenforceable provision shall be construed in accordance in accordance with a valid and legal law that reflects the intentions of the Studio as closely as possible and the remaining provisions shall remain in full force and effect. This Agreement shall not be more strictly construed against the Studio because it drafted the Agreement.
- 17. Entire Agreement:** This Agreement supersedes any prior understandings or written or oral Agreements between the Studio and the Student.
- 18. Actions:** In the event of any controversy or claim arising out of this Agreement or the Students relationship with the Studio, the Student shall be required to submit written notice to the Studio of its intent to bring a claim. Student shall allow the Studio 30 days to review and resolve the claim in an amicable fashion. If the claim cannot be resolved and only after 30 days has expired, the Student can proceed with its claims against the Studio; however, the Student shall be subject to the federal arbitration rules and required to seek resolution through and only through the American Arbitration Association ("AAA"). The proceedings shall be conducted in the State in which the Studio is located, and the law of the State in which the Studio is located shall govern. The AAA shall apply the commercial contract rules. If the Studio prevails in the action, the Student shall be required to reimburse the Studio for all reasonable legal fees and costs incurred. The Student waives its right to a trial by jury.
- 19. Waiver:** In the event the Studio relaxes any rules stated herein, the relaxation of same shall not be deemed a waiver of any rights the Studio may otherwise have at a later time.
- 20. Statute of Limitations modifications:** Any and all claims brought against the Studio must be brought within twelve months of the accrual of the claim or within six months of the expiration of the one year term of the Agreement, whichever occurs first.

Student Name

Date

## **DWM DANCE STUDIO HOUSTON, LLC.**

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