

CLIENT ENROLLMENT AGREEMENT

Please Print

Client

Full Name {FULL_NAME} **Street Address** {STREET_ADD}
City {CITY} **State** {STATE} **Zip** {ZIP} **Res. Phone** **Cell Phone** {CELL_PHONE}

The Client agrees to purchase and the owner of Arthur Murray Woodland Hills agrees to provide the following course of dance instruction and/or services on the following terms and conditions including the terms and conditions on the reverse side of this agreement.

Lessons are 45 minutes which includes transition time between lessons

ENROLLED ON MISCELLANEOUS SERVICES	TUITION OR COST
<u>{SERVICE_DETAILS}</u>	<u>{TUITION}</u>

The Client acknowledges the above of {CASH_PRICE} for the instruction and/or services(s) described above and agrees to pay {DOWN_PAYMENTS} on {BILLING_DATE} and the remaining cash balance of {REMAINING_BALANCE}, which includes any applicable previous balance and service charge as shown below, in {NO_AMT_PAYMENT} installments of {INSTALLMENT_AMOUNT} starting on {STARTING_DATE}.

The lesson rates in this agreement are: Private Instruction \$189.00 per lesson, Class Instruction \$0.00 per lesson, and there is no charge for Party Practice units when included.

1. Cash Price of This Course {CASH_PRICE}
2. Down Payment(s) {DOWN_PAYMENTS}

You have the right at this time to receive an itemization of the amount financed, which is shown in the left column of this document

Your payment schedule will be

Date of Payment	Amount of Payment
<u>{DUE_DATE}</u>	<u>{BILLED_AMOUNT}</u>

and on the same date each month thereafter until paid in full

Notice to Buyer: Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a copy of the agreement you sign. Keep this agreement to protect your legal rights.

Amount to be Scheduled

The amount of tuition to be scheduled as installments: {SCHEDULE_AMOUNT}

If you pay off early, you:

Will not have to pay a penalty

May be entitled to a refund of part of the service Charge, under rule of 78, prorata or a method whichever is applicable in your state.

CLIENT ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS RETAIL INSTALLMENT AGREEMENT.

It is agreed that the Studio's obligation for furnishing instructions under this agreement shall expire on {EXPIRATION_DATE} or three years from the date of this agreement whichever occurs first.

{BUSINESS_NAME}
{BUSINESS_ADD}
{BUSINESS_CITY}
{BUSINESS_STATE}, {BUSINESS_ZIP} {BUSINESS_COUNTRY}
{BUSINESS_PHONE}

Client's Signature

Studio Representative

Co-Client or Guardian

Verified by

TERMS AND CONDITIONS

- A. The Studio agrees to provide this course of instruction and/or services in accordance with the Arthur Murray® method of dance instruction and to make its facilities and personnel available by individual independent appointment for each lesson or service for such purposes during the term of this agreement. The Studio may provide the Student with any instructor employed by the Studio and is not obligated to provide any specific instructor nor to provide the same instructor for different lessons.
- B. Instructions shall be available commencing this date and shall not be charged against this enrollment until the completion of all previous enrollments, if any. Performance of the agreed upon lessons and instructions shall begin within six months from this date. All lessons are 45 minutes long, which includes transition time between lessons. The rates for lessons calculated on an hourly basis equal the lesson rates set forth in this agreement multiplied by 1.33.
- C. Private lessons to be made available by the Studio, shall expire whether actually used or not upon the agreed expiration date for all instruction or lessons under this agreement. All group lessons (if charged) and Video Tape Studies shall expire over the same period as the private lessons. The teaching or honoring of any lessons and/or services beyond the term of expiration shall not be deemed as a waiver of this expiration provision by the Studio.
- D. Student agrees to complete all lessons and/or services as expressly provided in this agreement. Student shall not be relieved of the obligation to make any payment agreed to, and no education or allowance for any payments shall be made by reason of Student's failure to use any lessons and/or services, except as provided.
- E. This agreement is subject to cancellation at any time during the term of the Agreement upon notification by the Student to the Studio as set forth herein. In the event that this Agreement is cancelled, the Studio shall calculate the refund on the contract, if any, on a pro rata basis. The Studio shall refund any moneys owed to the Student within 10 days of receiving the cancellation notice, as specified within paragraph "G" below, unless the Student owes the Studio money for lessons or other services received prior to the cancellation, in which case any moneys owed to the Studio shall be deducted by the Studio from the refund owed to the Student and the balance, if any, shall be refunded as specified above. The Studio shall charge no cancellation fee, or other fee, for cancellation of the contract by the Student.
- F. If other than an original enrollment, this agreement, if for dance instruction, is subject to cancellation by the Student on the same terms and basis as set forth above.
- G. "Notice of cancellation" shall be deemed to have been provided by a Student or prospective Student by mailing or delivering written notification to cancel the contract or written agreement to the Studio at the address specified herein, or by failing to attend instructional facilities for a period of five consecutive appointment days on which classes or the provision of services which are the subject of the contract or written agreement were prearranged with the Student or prospective Student.
- H. Unless otherwise stated in this agreement and for refund when applicable, there is no charge for providing group lessons, practice sessions, parties or complimentary services offered by the Studio and it is agreed that the tuition is based solely upon the number of private lessons of instruction, the use of video equipment and expressly paid-for services.
- I. The Studio may assign this agreement and all monies due shall be paid directly to such third party upon notification.
- J. Student agrees to notify the Studio at least 12 hours in advance to cancel or change any private appointment or be charged for such lessons.

- K. Student's rights under this agreement are personal in nature and may not be sold, assigned or transferred to any other person. If by reason of death or disability, Student is unable to receive all lessons and other services for which he or she has contracted, Student and his or her estate shall be relieved from the obligation of making payments for lessons and other services other than those received prior to death or the onset of disability, and that if Student has prepaid any sum for lessons and other services so much of that sum as is allocatable to lessons and other services he or she has not taken shall be promptly refunded to Student or his or her representative. In the event of Student's death or disability, the Student or his representative may also sell, donate or transfer the remaining lessons and/or services to any persons or charity subject to Studio approval. Student lessons may be transferred to any other Arthur Murray® Franchised Dance Studio beyond twenty-five miles from this Studio.
- L. Student agrees not to associate with any Studio instructor and other personnel outside the Studio or to give or loan anything of value to any Studio personnel during the term of this agreement and for a one year period thereafter. To protect the Studio from unfair competition by any Studio personnel, Student also agrees not to directly or indirectly aid or assist such personnel to engage in any capacity in the teaching of dance lessons or providing services which employ the know-how or knowledge used as an employee of the Studio within a 25-mile radius of the Studio or to solicit other students or personnel of the Studio for such purpose during the term of this agreement and for a one year period thereafter. It is agreed by Student that violation of this paragraph shall be expressly damaging to the Studio and shall release Studio from obligatory terms of this agreement and provide grounds for damages by the Studio.
- M. Student represents to the Studio that (s)he is physically able to take and financially able to pay for this course of instruction and/or services, has read and fully understands the terms of this agreement, has signed the agreement voluntarily and hereby acknowledges receipt of a fully executed copy.
- N. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
- O. Any controversy or claim arising out of or relating to this agreement shall be settled solely by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All fees and expenses in connection with the arbitration shall be shared equally by the parties. Any action or arbitration on or related to this Agreement must be brought within the applicable statutory period.
- P. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal agency which administers compliance with this law is the F.T.C., Washington, D.C.
- Q. AS STUDENT, I UNDERSTAND AND AGREE THAT THIS AGREEMENT IS MADE BY ME SOLELY WITH THE OWNER OF THE STUDIO, AS SELLER, AND DOES NOT DIRECTLY OR INDIRECTLY CONSTITUTE AN AGREEMENT WITH OR AN OBLIGATION OF ARTHUR MURRAY INTERNATIONAL, INC., OR AS THE STUDIO FRANCHISOR. ARTHUR MURRAY INTERNATIONAL, INC. IS NOT THE OWNER OF THIS STUDIO, SHOULD THIS AGREEMENT COMBINED WITH THE COST OF STUDENT'S OTHER UNUSED LESSONS AND/OR SERVICES, EXCEED \$20,000.00 OR 200 ENROLLED PRIVATE LESSONS OR UNITS WHICHEVER OCCURS FIRST, OR THE MAXIMUM PERMITTED BY LAW, WHICHEVER IS LESS, THIS AGREEMENT IS VOID.
- R. If any particular provision of this Agreement is held invalid or unenforceable by an arbitrator or court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement.
- S. No other representations or provisions, either written or oral, are a part of this Agreement, unless expressed herein.