



## Leap Into Your Greatness

### JETÉ DANCE CENTER ENROLLMENT AGREEMENT 2018-2019 YEAR ANNUAL TERM

UPON COMPLETING THE SIGNATURE FORM BELOW, I HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 1. Tuition Payment and Fees.

The mandatory registration fee is \$30. Additional fees may be included on the Student Invoice. I agree to pay all additional fees, charges, or expenses in accordance with the JDC requirements, and all extra activities I have signed my dancer up for.

#### 2. Obligation to Pay.

I am obligated to pay the full tuition, in monthly installments, as well as all applicable fees and charges once I have accepted JDC's Registration invitation to attend the 2018-2019 Annual Term, from September to the end of June by submitting the enrollment forms. I understand that no portion of the tuition, fees and charges will be refunded despite the absence, withdrawal, or dismissal of the Student from the JDC for any reason whatsoever, unless the Directors have asked you to withdraw from the program or school. If you decide to withdraw your student for health reasons or moving out of NYC area, two (2) months tuition fee after withdrawal is still required.

I also acknowledge and agree that the expenses of the JDC do not diminish with the departure of the Student either prior to or during the term, and that this Agreement is made for the entire term and is budgeted accordingly. Further, many of the School's decisions, including decisions regarding auditions, admissions, and class level, are made with the individual Student in mind. If the Student does not attend the JDC for any reason whatsoever, I understand that my obligation to pay tuition, fees, and charges for the term they are enrolled plus two (2) months deposit remains unconditional and shall not be affected. My obligation to pay tuition, fees, and charges for the full term becomes unconditional effective after September 15, 2018.

#### 3. Late Payment of Tuition, Fees and Charges.

All student accounts must be kept current. Tuition payments will be processed on the payment due date(s) - September through June on the 1<sup>st</sup> of each month. Tuition payments not received by due date(s) are subject to a late payment charge of \$20. If a check is returned unpaid by the bank, a \$35 returned check fee will be charged. If a second check is returned, the School may require that future payments be submitted in the form of a cashier's check or money order. Credit card account information must be kept current. Any account changes must be updated immediately. Credit card authorizations that are declined by the bank will be subject to a \$10 charge. If tuition or other fees and charges



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remain unpaid for thirty (30) or more days, JDC, in its sole discretion, may prohibit the Student from attending JDC until the account is made current. I agree to pay, to the extent permitted by law, any expenses incurred by JDC in the collection of tuition, fees, and charges or in otherwise enforcing JDC rights under this Agreement, including but not limited to attorneys' and accountants' fees and expenses.

#### 4. Right to Terminate Enrollment / Rules and Regulations.

I understand that by signing this Agreement, I agree to cooperate fully with JDC and to abide by rules and regulations. I further acknowledge and agree that the Student must abide by JDC rules and regulations.

I acknowledge and agree that JDC has the right to suspend or terminate the enrollment of any student at any time, or to nullify an enrollment contract at its sole discretion.

#### 5. Student Activities and Authorizations.

With regard to any and all activities taking place as part of my child's participation at Jeté Dance Center at 274 3rd Avenue, Brooklyn, NY 11215 including dancing and acrobatics, trips and all other related activities. The undersigned hereby agrees to the following:

(1) I agree to indemnify, defend, and hold harmless and release Jeté Dance Center LLC, the officers, agents, employees, and volunteers of both organizations from any and all lawsuits, damages, claims, judgments, losses, liability or expenses arising out of any personal injury or property damage to myself and/or my child/children which may be sustained while participating in Jeté Dance Center and/or (2) any injury which results or increases by any action taken to medically treat me and/or members of my company. All of the terms above shall apply whether or not caused by the alleged negligence, whether active or passive, or any acts or omissions of Jeté Dance Center's and/or any of either organization's appointed officers, agents, employees or volunteers and include travelling to and from performance venues and the local playground.

I recognize that children may get hurt during ballet training, gymnastic, acrobatic, breakdancing and other exercises that may cause unusual stress on the body, and other activities and field trips related to the studio. I understand that ballet and dance training and other studio-sponsored activities may cause serious bodily injury.

I understand that JDC is not an insurer of the health or safety of the Student and does not assume responsibility for spontaneous and unforeseen events which may occur during his or her participation in the activities described above. I acknowledge that the Student must strictly adhere to all school rules and instructions during the Student's participation in any of the activities described above.



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In consideration of JDC permitting the Student to participate in the activities described above, I hereby, on behalf of myself, my children, spouse, heirs, agents, executors, administrators, and assigns, release and forever discharge the School, its agents, trustees, officers and employees, for any and all demands, claims, damages, actions, and causes of action, pertaining to or arising out of the Student's participation in the above described activities, including but not limited to, claims for negligence, personal injury, breach of contract, or breach of warranty, except in the event of gross negligence or willful misconduct. I understand that as a result of my executing this Agreement, I will be forever barred from suing the School because of the Student's participation in the activities described above.

### 6. Media and Publicity Rights.

I grant Jeté Dance Center the right to use my name, likeness and voice without compensation to me in credits, advertising, publicity, and marketing materials concerning my participation in Jeté Dance Center, so long as no endorsement or testimonial is attributed to me. Jeté Dance Center may reproduce my voice and likeness as I appear at Jeté Dance Center on any visual media, including but not limited to video and digital imaging of any type in any medium without any payment to me.

### 7. Acceptance of Agreement.

I acknowledge that the submission of my signature below indicates that I have read this agreement and understand and accept all its terms and conditions, which cannot be changed except by express written consent of both parties. If any portion of this Agreement is deemed to be ineffective, the remaining provisions shall continue to be effective. This agreement shall be governed by the laws of the State of New York. My signature acknowledges approval of these terms.

Student Name: \_\_\_\_\_

Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

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