

# Enrollment Agreement | [name] School

<b>Student name</b>	[name] ("Student")	
<b>Parent/guardian contact information</b>	[name] ("Parent")	
<b>Class or level</b>		Academic Year 20__ - __
<b>Tuition and fees</b>	<p><b>Tuition: \$XXX</b>  <b>Registration Fee: \$XXX</b></p> <p>[insert payment terms and timing]</p> <p>Tuition is fully payable and not refundable if Student withdraws, does not attend, or is suspended or dismissed by School.</p>	
<b>Other documents; contract</b>	<p>The Liability Waiver, Media Consent, and Medical Care Consent and any other registration documents (collectively, "Authorizations") must be signed and returned by Parent to School prior to and as a condition of enrollment.</p> <p>School maintains a Student Handbook ("Handbook") covering matters such as schedules, facilities, conduct, dress, and safety. This Agreement references the Handbook. Compliance by Student and Parent with the current Handbook is a requirement under this Agreement</p> <p>Other terms of enrollment, including provisions relating to placement and performance, School activities, and withdrawal or dismissal, are set out in the attached terms and conditions.</p> <p>This Agreement, together with the Authorizations and Handbook (collectively, "School Documents"), create a legal contract among Parent, Student, and School.</p> <p>By signing below, Parent is signing both on behalf of student and in Parent's own individual capacity.</p>	

## Confirmed and agreed:

**PARENT/GUARDIAN**

\_\_\_\_\_ **SCHOOL**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Relation:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

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# Terms and Conditions

## 1. Enrollment

### 1.1 Enrollment

School will enroll Student in the class and for the academic year specified on the cover page.

### 1.2 Other Documents

School may require submission of other documents as a condition for enrollment and later as a condition for participation in certain School activities. For example, School and other parties may require liability waivers or other documents as a condition for participation in travel, performances, and other activities. Student and Parent will provide such additional documents, and take such other actions, as School may reasonably request in connection with School activities.

### 1.3 Re-enrollment

Student may be invited for re-enrollment for the following year. School has the sole discretion to determine whether to invite and admit Student for such year.

## 2. Tuition and Other Amounts

### 2.1 Tuition and Fees

Parent will pay the tuition and fee amounts set out on the cover page in accordance with payment method instructions provided by School

### 2.2 Failure to Make Payments

Failure to make timely payments may result in significant consequences, including, without limitation, Student's suspension or dismissal from School.

### 2.3 Non-Refundable

As provided in Section 5, tuition is fully payable and not refundable if Student withdraws, does not attend, or is suspended or dismissed by School, or if School changes its teaching methods or limits Student's participation for health, safety, or conduct reasons.

## 3. School Activities

### 3.1 Handbook

Compliance by Student and Parent with the current Handbook is a requirement under this Agreement.

### 3.2 Health and Safety Protocols; Other Policies

Student and Parent will comply with all School health and safety guidelines and protocols (including, without limitation, those relating to COVID-19) as may be adopted by School. Student and Parent will comply with School's social media and other policies. School may in its sole discretion revise such guidelines, protocols, and policies from time to time, including during the period of instruction. Compliance by Student and Parent with the current such guidelines, protocols, and policies is a requirement under this Agreement.

### 3.3 Classes

Student is expected to attend every class for which Student is scheduled.

### 3.4 Rehearsals and Performances

Student must attend every rehearsal and performance for which Student is scheduled, even if the dates conflict with academic school vacations, holidays, or breaks. Parent and Student are responsible for staying current with Student's schedule.

### 3.5 Other Activities

Student may be required to participate in other activities including, without limitation, community performances, public appearances, and fundraising events.

### 3.6 Punctuality, Readiness, and Focus

Student must arrive at every class, rehearsal, performance, and event on time, properly dressed, and ready to learn and work.

### [3.7 Company Classes, Rehearsals and Productions

[name of Company] ("Company") in its sole discretion may invite students to participate in Company classes, rehearsals and performances. Student must be available for all Company rehearsals and performances, if any, Company tours and travels, and community and other events for which they are instructed to participate, even if the dates conflict with academic school vacations, holidays, or breaks.]

### 3.8 Injury Reporting and Response

Parent must advise School, before the year begins, of any injury or condition that may limit Student's full participation in School activities, and must promptly report to School any injuries or accidents that occur during the school year. School may require Parent to submit to School medical or other documents before allowing Student to return to School activities, and may limit Student's participation as it determines in its sole discretion.

### 3.9 School Discretion

School has sole discretion in determining teaching methods, assigning instructors, arranging performance opportunities, and otherwise operating the School. Such changes may reflect COVID-19 or other health and safety concerns, government orders and guidelines, or other factors. To that end, Parent and Student acknowledge and agree that School may:

- change teaching methods including, without limitation, moving to full online instruction;
- change instructors or other staff that interact with Student;
- change the schedule for classes and other activities;
- change student evaluation methodologies;
- require temperature checks prior to entry to School facilities and mask-wearing or other measures while

in School facilities including, without limitation, during classes, rehearsals, and physical training activities;

- quarantine or otherwise limit Student's access to classes, rehearsals, performances, tours, events, and other activities;
- restrict access to School facilities and services
- restrict Parent, family, friend, or other third party access to School facilities and activities; and
- take such other actions as School in its sole discretion determines are appropriate.

### **3.10 Online Instruction Methods**

Student and Parent acknowledge that online instruction videos, training methodologies, and materials are the property of School. Student and Parent may not record, reproduce, distribute, sell or otherwise copy or transfer any such videos or other properties without first obtaining the express written consent of School.

## **4. Absences**

### **4.1 Absences**

Parent must notify School in advance if Student will be absent from any class, rehearsal, or event. Makeup classes are permitted only at the discretion of School.

### **4.2 Leaves of Absence**

Parent must notify School in writing in advance before Student takes a leave of absence. School in its sole discretion may determine placement and other consequences of such a leave.

## **5. Suspension, Dismissal and Withdrawal**

### **5.1 Performance or Conduct**

School may suspend or dismiss Student if School in its sole discretion determines that:

- Student's attendance, performance, or conduct is unsatisfactory;
- Student or Parent does not comply with School's health and safety guidelines and protocols;
- Student or Parent is uncooperative, unreasonable, or unsupportive of School; or
- Student or Parent engages in bullying, harassment, or other inappropriate conduct in any interactions with School students or employees.

### **5.2 Payment or other Failure**

School may suspend or dismiss Student if School does not receive timely tuition or fee payments or if Parent or Student fails to comply with any other provision of this Agreement.

### **5.3 Process**

School will notify Student and Parent in writing of any decision to suspend or dismiss Student, and of the effective date of such suspension or dismissal. Such decisions will be final.

### **5.4 Withdrawal**

Student may withdraw from the School at any time by Parent providing to School a written notice of withdrawal.

### **5.5 Tuition Non-Refundable**

Tuition payments are non-refundable. School will have no obligation to refund any tuition amounts if:

- Student is suspended, dismissed, or withdraws, or takes a leave of absence, for any reason;
- School limits or changes the manner of Student's participation in School activities for conduct reasons or in view of health and safety considerations; or
- School changes its teaching methods or other practices, changes its schedule, restricts access to School facilities or services, or changes its instructors or other staff members, in view of health and safety considerations.

### **5.6 Remaining Tuition Payments**

Suspension, dismissal, or withdrawal of Student, or changes of the nature contemplated by Section 5.5, will not relieve Parent of remaining tuition payment obligations. Parent will make timely payment of all remaining payment amounts. Tuition payments following suspension, dismissal, or withdrawal will not be considered deductible charitable donations.

## **6. Acknowledgements and Consents**

### **6.1 Class Placement**

Student and Parent acknowledge that School has sole discretion regarding initial class placement of Student and any changes in placement.

### **6.2 Student Performance**

Student and Parent acknowledge that dance is a highly individualized and challenging activity. School makes no guarantee or assurance about Student's ability to perform and progress in dance.

### **6.3 Rehearsals, Performances, and Events**

Student and Parent acknowledge that there is no guarantee or assurance that Student will (a) be invited to participate in [Company classes, rehearsals, performances, or tours, or in] School performances, tours, or events including, without limitation, any end-of-year capstone or other performance; or (b) work with any specific instructor, choreographer or other dance professional or learn and be trained to perform any specific work.

### **6.4 Re-enrollment**

Student and Parent acknowledge that School makes no guarantee that Student will be re-enrolled for the following year.

### **6.5 Consent to Disease Response Activities**

Student and Parent acknowledge and consents to Student's participation in health screenings, contact tracing inquiries, interval and other testing for COVID-19 or other infectious diseases (collectively, "infectious

diseases”), and such related actions as School may determine.

### **6.6 Disclosure of Testing and Tracing Information**

Student and Parent consent to: (a) disclosure of Student’s infectious disease testing results to School staff and to health care providers and (b) disclosure by School to government authorities or other third parties of information regarding Student’s activities for contact tracing or similar purposes.

## **7. Liability**

### **7.1 Damage to School Property**

Parent will be responsible for any damage to or loss of School property or systems from Student’s actions or those of Student’s guests. Parent will reimburse School for any such damage or loss upon School’s request.

### **7.2 Personal Property**

Student will be responsible for the security of Student’s personal property while engaged in School activities, including, without limitation, property left in studios, lobby, and locker rooms. School will not be liable for any claims arising from theft, loss, or damage of Student’s property.

### **7.3 Force Majeure**

School will not be liable or be considered in breach of this Agreement for any failure or delay in performing its obligations under this Agreement due to any act of God, flood, earthquake, natural disaster, severe weather, fire, unhealthy air quality, war, terrorist act, riot or other civil disorder, strike or other labor dispute, pandemic, epidemic, government-designated health threat, government action, interruption of public utilities, internet or telecommunications services, or air travel, or any other similar event beyond the party’s reasonable control (each, a “Force Majeure Event”). Should a Force Majeure Event occur:

- School will notify Parent and use reasonable efforts to work around the Force Majeure Event and resume performance as soon as reasonably possible.
- If School remains unable to perform for a period exceeding 60 days after the commencement of the Force Majeure Event, then School may terminate this Agreement, without liability to Parent or Student, by providing written notice to Parent, with the termination effective as of the date of such notice.

For clarity, a Force Majeure Event will not excuse Parent from their payment obligations under this Agreement.

## **8. General Provisions**

### **8.1 Entire Agreement**

This Agreement, together with the other School Documents, expresses School’s, Parent’s, and Student’s entire, final, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral communications and understandings among School, Student, and Parent relating to its subject matter. If there

are any inconsistencies between this Agreement and any other School Document, this Agreement will control.

### **8.2 Amendment**

This Agreement may be amended only as stated in a writing signed by School, Parent, and Student which recites that it is an amendment to this Agreement.

### **8.3 Severability; Waiver**

If any provision in this Agreement or in any other School Document is held unenforceable, all other provisions of such document will nevertheless be effective, and the unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Waiver of any breach of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### **8.4 Personal to Student**

Neither Student nor Parent may transfer, assign, or sell Student’s place in the School.

### **8.5 Governing Law; Jurisdiction**

This Agreement will be governed by \_\_\_\_\_ law. School, Parent, and Student, consent to the exclusive jurisdiction of the state and federal courts for \_\_\_\_\_.