

Studio Terms and Conditions

You agree to these at time of registration so please make sure you read and understand fully.

I acknowledge and agree that I will maintain membership and pay the dues specified above for a minimum term of 2 months if the membership begins between June 1, 2020 and August 15, 2020, for a minimum term of 9 months if membership begins between September 1, 2020 and December 31, 2020 and for a minimum Term of 5 months if membership begins between January 1, 2021 and April 30, 2021. For summer 2020 camp tuition, the camp tuition will be automatically charged 5-days prior to the camp start date. If you register in less than 5 days before the camp start date, tuition will be due at time of registration.

I agree that I will be liable for dues for the entire Term of this agreement in the amounts as stated herein unless membership contract is terminated in accordance with the "Termination of Contracts" section below.

Prep Academy Dance Studio, LLC agrees to provide and the Student agrees to purchase competent instruction, supervised by qualified personnel trained in the procedures and traditions of such activities.

I authorize Prep Academy Dance Studio, LLC to transfer electronic funds on a recurring basis from the credit card account I specified above for my membership dues **beginning June 1, 2020**. This authorization is to remain effective until Prep Academy Dance Studio, LLC has collected for all charges assessed in connection with the terms and conditions of this Agreement.

Should you decide to end your child's participation in the Prep Academy Dance Studio, LLC program and discontinue this transaction, please submit notice by e-mail to prepacademysanangelo@gmail.com. No other communication channels (including verbal communication, social media, or SMS texting) are a valid form of requesting cancellation. Such notice must be received 15 days prior to the date of the next transaction or payment due date. If notice is given less than 15 days prior to the date of the next transaction, you will be billed for the entire cost of the next monthly payment. IF the studio has to close under any circumstances, including pandemic orders by the local, state or federal government all classes will be switched to online and same contract/drop rule apply.

Prep Academy Dance Studio, LLC is committed to providing a safe and fun environment for everyone! As such, we reserve the right to terminate any contract immediately should any inappropriate behavior by either parents or children occur that negatively impacts the physical or emotional safety/health of an individual or the community. We reserve the right to determine if any actions or behaviors are inappropriate and all judgments as such will be deemed final. Should a contract be terminated due to inappropriate behavior, no refund of any kind will be given. The Student acknowledges and agrees as follows:

1. Upon completion and full payment of any phase or program, students wishing to continue with the next phase or program must enter into a new Agreement.
2. Prep Academy Dance Studio, LLC or any party designated by Prep Academy Dance Studio, LLC may photograph or film me or my child while I attend any classes or events related to Prep Academy Dance Studio, LLC and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for all media, including, but not limited to, the internet.
3. The required physical exertion may be strenuous and cause physical injury, and I am fully aware of the risks and hazards involved, including virtual learning at home. I hereby represent that the student being registered is physically fit to receive and participate in the prescribed course of instruction. I acknowledge that I have been advised to consult with a physician prior to and regarding the student's participation in the Classes and that my physician has confirmed to me that I have no medical condition which would affect my full participation in the Classes.
4. In consideration of my child being permitted to participate in the Classes, I for myself, my heirs, executors, administrators, successors, assigns and anyone else who may claim on my behalf hereby waive any and all claims,

liability and damages I may now or in the future have against Prep Academy Dance Studio. LLC, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns, arising by any means whatsoever, including, but not limited to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused arising from or in connection with my participation in the Classes, however caused.

5. I further hereby release, remiss and forever discharge Prep Academy Dance Studio. LLC, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused, arising from or in connection with my participation in the Classes whether or not caused by, in whole or in part, the negligence or gross negligence of Prep Academy Dance Studio. LLC.

6. I will hold harmless and indemnify Prep Academy Dance Studio. LLC, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the Classes.

7. I will comply with all the rules and regulations of Prep Academy Dance Studio. LLC as listed at www.prepacademydanangelo.com/policies.html

8. I will pay a service charge of \$20.00 for any payments 30 days past due. If there are three payments which are 21 days past due during the period of this Agreement, I agree to pay the remaining balance of the Agreement in full, in addition to any and all recovery charges incurred.

9. I hereby agree that if Prep Academy Dance Studio. LLC, is unable to process my payment from the designated account provided by me Prep Academy Dance Studio. LLC is permitted to use any of the other accounts information provided as many times and as often as needed to replace the unpaid payments and service charges as explained on section 8 of this agreement.

10. In addition to any rights and remedies it may otherwise have, Prep Academy Dance Studio. LLC may terminate this Agreement upon ten days' written notice to me if I fail to comply with my obligations under this Agreement and do not cure any such failure within ten days after receiving notice of such failure.

11. Failure to attend the Classes does not relieve me of the obligation to pay the full tuition for the program or phase in which I am currently enrolled.

12. I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of this Agreement.

13. Prep Academy Dance Studio. LLC is committed to protecting the privacy of personal of our customers. We make every effort to ensure that the information you share with us is recorded accurately, retained securely and used only according to your wishes. We collect personal details necessary to communicate with you, and manage our ongoing business relationship with you. If you have any questions about how your personal information is handled or distributed, please contact our office.

14. I acknowledge receiving a copy of this Agreement.

15. I understand my rights and obligations as stated above. I confirm that I am the full age of eighteen years (unless otherwise indicated below) and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns my have against Prep Academy Dance Studio. LLC.

18. Right of cancellation: You may cancel this Agreement from the day you enter the Agreement until 10 days after you receive a copy of this Agreement. You do not need a reason to cancel. If you cancel this contract, Prep Academy Dance Studio. LLC has 15 days to refund your money. To cancel, you must give notice of cancellation to via email to: prepacademydanangelo@gmail.com

19. Prep Academy Dance Studio, LLC is not liable for face-to face students who are diagnosed with any minor or serious illness, including COVID-19.

You must give notice of cancellation by a method that will allow you to prove that you gave notice, including only electronic mail. If you send the notice of cancellation by electronic mail, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period.

In witness whereof, I have executed this release and the above terms, as of date of registration