



CREATIVE SOULS DANCE COMPANY

CONTRACT

Today's Date: _____

Student Full Name: _____ Age: _____

Dance Experience: _____

Preferred Dance Style(s): _____

Parent Full Name: _____ Phone Number: _____

- 1. Payment Policy:** Payment for each class, workshop, and private lesson are due and payable prior to each scheduled class, workshop, and private lesson. Your child may not attend class until payment is received.
- 2. Monthly Packages and Rates:** Payments are due on the 1st of the month. You agree that your monthly packages are calculated on an annual/session basis and will stay the same as some months have more classes than others, along with School Breaks and Holidays.
- 3. Holiday Closures:** Please note that classes will not be held on national holidays, as indicated in our studio calendar. As a result, credits for missed classes will not be offered for these holiday closures. We believe it's important for our staff and students to have dedicated time to celebrate these holidays with their loved ones. Alternative arrangements, such as makeup classes or extended expiration dates on class packages, may be available upon request.
- 4. Cancellations and Missed Classes:** All cancellations and moving of appointments are to be communicated in writing to Creative Souls Dance Company at least 48 hours prior to the scheduled class or private lesson. There are no refunds or credits for missed classes or private lessons. Classes and lessons may be made up in cases of illness or emergencies only and must be taken within 30 days of absence. Please schedule make-up classes and lessons at the office.
- 5. Credit Card Requirements:** We request a credit card number to be on file for each student. By signing the contract, you agree to have your card charged for renewals and all monthly packages, plus any outstanding balance due if any.
- 6. Auto Pay:** Credit Cards declined will be charged a \$10.00 late fee if other payment is not received same day. CASH OR CHECKS WILL NOT BE ACCEPTED AS A FORM OF PAYMENT.
- 7. Changing or Dropping Classes:** I understand that 30-day notice is required should we decide to cancel our student(s) enrollment. One-month notice from the FIRST DAY of the month is required to discontinue any classes. IF NOTICE TO DISCONTINUE CLASSES IS GIVEN AFTER THE FIRST DAY OF THE MONTH, YOUR CREDIT CARD WILL BE CHARGED FOR THE CLASS(ES) THE FOLLOWING MONTH AND WILL BE YOUR FINAL PAYMENT. Withdrawal must be done in writing and dropped off to the studio, or by email, and will not be accepted over the phone. I understand that I/we are responsible to pay for any fees that have been assessed prior to cancellation of enrollment.
- 8. Class Observation:** To avoid student distraction, we request that parents do not enter the studio while class is in session.
- 9. Safety:** We are always concerned about the safety of our students. It works best for everyone if you will drop off and pick up on time. We are unable to watch the students while other classes and lessons are going on. Students are requested to check outside for their ride when class is over. If you are late, we will ask them to wait inside. This will require you to park and walk into the studio to get them.
- 10. Adult or Parent Responsibility:** It is the responsibility of the adult or parent to be aware of all Creative Souls Dance Company's activities, such as recitals, cancellations, and studio closures. All such notices will be posted on the website. It is the adult or parent's responsibility to regularly check these places to ensure they are informed. It is also the responsibility of the adults or parents to inform the school of any address or telephone number change. Creative Souls Dance Company are not responsible for providing before or after class care for students. Students are not to be left at the studio for excessive time before, during or after class.



11. **Care of Students:** Creative Souls Dance Company are not responsible for providing before or after class care for students. Students are not to be left at the studio for excessive time before, during or after class.

LIABILITY RELEASE AGREEMENT

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

1. I understand and agree that in participating in the activity of any dance class, Zumba class, workshop, rehearsal or performance (the “Activity”), there is a possibility of physical injury and, in rare circumstances, death. I agree to release and hold harmless both *Rosalie Galante* and *Creative Souls Dance LLC*, including its owners, officers, directors, teachers, dancers, staff members, and facilities from any cause of action, claims, or demands now and in the future. I will not hold *Rosalie Galante* and *Creative Souls Dance LLC* for any personal injury or any personal property damage, which may occur on the premises before, during or after classes. Furthermore, I understand that I should be aware of my physical limitations and agree not to exceed them. Further, I authorize and agree that *Rosalie Galante* and/or *Creative Souls Dance LLC* may take and use photographs/videos of me for purposes of record keeping, advertising, and marketing. I understand that I do not have any rights to these photographs/videos and will not be compensated for the same.
2. I recognize that the Activity requires physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the above mentioned Activity. I represent and warrant that I have no medical condition that would prevent my participation in the Activity.
3. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described Activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge *Rosalie Galante*, *Creative Souls Dance LLC* including its owners, officers, directors, teachers, dancers, staff members, and facilities for injury, loss or damage arising out of my or my family’s participation in the Activity, whether caused by the fault of myself, my family, *Rosalie Galante* and *Creative Souls Dance LLC* including its owners, member, officers, managers, directors, teachers, dancers, staff members, and facilities, or other third parties.
COVID-19: An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and other people with underlying medical conditions are especially vulnerable. By participating in any Activity organized by *Creative Souls Dance LLC* and/or *Rosalie Galante*, I voluntarily assume all risks related to exposure to COVID-19. To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of *Rosalie Galante* and *Creative Souls Dance LLC*, including its owners, officers, directors, teachers, dancers, staff members.
4. **INDEMNIFICATION.** I agree to indemnify and defend *Rosalie Galante*, *Creative Souls Dance LLC* including its owners, officers, directors, teachers, dancers, staff members, and facilities against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s participation in the Activity.
5. **FEES.** In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs and fees associated with any such actions of neglect or recklessness.
6. **APPLICABLE LAW.** I agree that this Release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.
7. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have



my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that **Rosalie Galante** and **Creative Souls Dance LLC**, have offered to refund any fees I have paid to participate in the Activity if I choose not to sign this Agreement.

- 8. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- 9. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- 10. **DISPUTE RESOLUTION.** The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. **EMERGENCY CONTACT.** In case of an emergency, please call:

Name: _____

Relationship: _____

Phone: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURHTER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

Dated: _____

Parent\Adult Printed Name: _____

Parent\Adult Signature: _____

----- END OF AGREEMENT -----



CREATIVE SOULS DANCE LLC
DRESS CODE

Today's Date: _____

Student Full Name: _____ Age: _____

Parent Full Name: _____ Phone Number: _____

Dress code for Creative Souls Dance LLC has been established for the teachers' and students' benefit. Our dress code ensures that students receive the best possible instruction, minimize injury, increase focus, and develop a strong sense of self-confidence and studio unity. Proper dress code allows teachers to identify students' bodies in order to address alignment, posture, and presence. Please label all items with your students' name. The studio is not responsible for lost items. No jewelry is permitted during class. Students will not be permitted to participate in class if dress code policy is not strictly followed.

SHOES. Appropriate dance shoes must be worn for all classes. For hygiene reasons, please do not wear dance shoes outside of the studio. A proper fit is extremely important for correct use of the feet. All dance shoes should be snug for better connection to the floor. Dance shoes tend to stretch and often become too big. No flip flops or boots allowed.

HAIR. Hair should be neat and away from the eyes for all classes. If hair is shoulder length or longer it must be pulled back into a ponytail.

CLOTHING. Appropriate dance attire must be worn for all classes to avoid injuries and avoid distraction. The dress code ensures that your child's teacher will be able to see all the students' alignment and positioning. No jeans or school uniforms allowed. Shorts must be worn under skirts.

<u>DANCE STYLE</u>	<u>SHOES</u>	<u>DANCEWEAR</u>
Acro Dance	Barefoot	Leotards with black dance shorts or leggings.
Creative Movement	Pink or Black Ballet Slippers (Canvas/Leather)	Leotards with black dance shorts, skirt or leggings.
Ballet	Pink or Black Ballet Slippers (Canvas/Leather)	Leotards with black dance shorts, skirt or leggings.
Jazz	Tan Capezio Jazz Shoe or Black Jazz Dance Sneaker	Leotards with black dance shorts, skirt or leggings.
Hip Hop	Sneakers/Tennis Shoes designated for indoor use only	Leggings, pants, capris, biker shorts, stretch tanks, t-shirts, and sweaters.
Latin/Ballroom	Dark Tan Satin block heels (1.4 inch)	Leotards or Ballroom Body Suits of any color with a black rhythm skirt.

Date: _____ Parent\Adult Printed Name: _____

Date: _____ Parent\Adult Signature: _____