



## **INSTRUCTION AGREEMENT**

### **ROBERT THOMAS ENTERPRISES, INC.**

*For over 25 years a tradition of-----Quality, Integrity & Leadership*

THIS INSTRUCTION AGREEMENT ("Agreement") is made and entered into as of the date set forth above the signatures to this Agreement by and among Robert Thomas Enterprises Inc referred to in this agreement as "**Dancer**", and \_\_\_\_\_ referred to in this agreement as "**Customer**" and \_\_\_\_\_ referred to in this agreement as "**Student**" and are hereinafter defined.

WHEREAS, Customer desires to purchase dance instruction for Customer, Customer's child or Customer's ward (each a "**Student**") from one or more Dancer locations (the "**Class**" or "**Classes**"), the parties desire to enter into this Agreement setting forth the terms and conditions under which such Classes shall be provided by Dancer to Student.

THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, mutually agree, as follows:

1. Fees Customer shall pay Dancer Fees (as set forth in Schedule 1 to this Agreement) for Classes in which Customer has enrolled a Student under the Individual Rate Plan, the Full Season Payment Plan or the Automated Payment Plan (as those plans are hereinafter described). Customer shall also pay registration fees (unless waived under Section 1.3.2 of this Agreement) and any other applicable fees as set forth in Schedule 1 to this Agreement. Dancer Fees are nonrefundable.

1.1 Individual Rate Plan. This plan is for Customers who do not register a Student for the Full Season Payment Plan or the Automated Payment Plan, but instead enroll the Student for Dancer Classes on a class-by-class basis, limited time (i.e.: Summer, Single Class, Static, Workshop or other) full Pre-Payment required for this plan.

1.2 Full Season Payment Plan. This plan is for Customers who register Student for an entire season of Dancer Class or Classes subject to the following:

1.2.1 Dancer Fees shall be divided into equal monthly installments or "minimum payments" to reach a zero balance by the end of the longest class. Each installment or "minimum payment" is due on the statement date and is "past due" when the grace period expires. Each installment that is "past due" shall be subject to a service charge as set forth in Schedule 1 to this Agreement.

1.3 Automated Payment Plan. This plan is for Customers who register a Student for an entire season of a Dancer Class or Classes and who complete and submit to Dancer an Authorization Agreement for Pre-Authorization Transfers (attached hereto as Schedule 1.3) subject to the following:

1.3.1 Dancer Fees shall be divided into equal monthly installments or "minimum payments" to reach a zero balance by the end of the longest class. Each installment or "minimum payment" is due on the statement date and is "past due" when the grace period expires. Each installment that is "past due" shall be subject to a service charge as set forth in Schedule 1 to this Agreement.

1.3.2 The registration fee set forth on Schedule 1 shall be waived if a Customer signs up for and remains on the Automated Payment Plan. Customer is required to submit the Authorization Agreement for Pre-Authorization Transfers to Dancer and completes at least one installment payment.

1.3.3 If Customer changes Student's Dancer Class schedule by completing and submitting a completed Schedule Change Form (attached hereto as Schedule 1.3.3) prior to completion of said scheduled Dancer Class or Classes, any outstanding fees shall be immediately due and payable.

2. Schedule Changes. Customer may discontinue the Student's enrollment in a Dancer Class or Classes at any time by submitting a Schedule Change Form (attached hereto as Schedule 1.3.3). Upon Dancer's receipt of the completed Schedule Change Form by Saturday prior to the scheduled class, no additional fees shall be posted to Customer's account for any Class or Classes that Student will not be attending. Upon discontinuing all classes remaining balance is immediately due. Customer is responsible for submitting the completed Schedule Change Form to Dancer. Customer shall be responsible for Dancer Fees for any goods and Classes until Dancer has received and acknowledged the receipt of the properly completed Schedule Change Form.

3. Make-up Classes. Student may make up any Class Student has missed or will miss, provided Student makes up the Class prior to the last week the Class meets for the Season. Notwithstanding the foregoing, however, Student may not make up any Class absences for Classes the Customer has discontinued pursuant to Article 2 of this Agreement. Make-up times need to be the same amount of time or less than the original class. Additional charges for extra time

4. Cancellation of Classes. Dancer reserves the right to cancel classes due to a Class instructor's illness or due to severe weather conditions. Dancer locations frequently close and cancel Classes if local schools cancel their classes due to weather conditions or if Dancer determines that driving conditions are unsafe for its instructors and Customers. All Class cancellations shall be posted on Dancer's web site and on Dancer's phone answer machine. Student may make up cancelled Classes in any other regularly scheduled Class at the same Class level or at a lower Class level at any Dancer location. Dancer may discontinue and cancel a class at any time for any reason. The registered students would be responsible for the tuition until but not beyond the cancellation date.

5. Recitals. Students may elect to participate in an annual recital if enrolled Class offers a recital option. Customer shall indicate whether the Customer elects to have the Student participate in the recital in upon registration.

5.1. Restrictions on Student's Recital Participation. To participate in any recital, Student must attend 80% of all Classes in which Student has enrolled and Student must be available for every recital performance. Dancer reserves the right to prohibit Student from participating in a recital due to Student's disciplinary problems or for Student's failure to achieve the aforementioned Class attendance requirements. Accounts must be up to date to participate in the recital

5.2. Costume Fees and Recital Fees. Customer shall pay a recital fee ("**Recital Fee**") as set forth on Schedule 1 to this Agreement. Customer shall pay a costume fee ("**Costume Fee**") for each costume required for a recital as set forth on Schedule 1 to this Agreement. Some recital costumes may be rentals. Special order or over budget costumes may be subject to an additional Costume Fee. Customer shall pay the applicable Costume Fee(s) and Recital Fee(s) as set forth on Schedule 1. Costume & Recital Fees are nonrefundable. Customer is responsible for providing Dancer with the Student's costume size by November 1 of the Class year or Dancer will estimate Student's costume size. Customer shall pay an additional Costume Fee if any costume does not fit the Student and has to be exchanged for a different size, regardless of whether Customer provided the Student's costume size or Dancer estimated Student's costume size. Customer shall pay an additional Costume Fee for any alterations to a Student's costume. Students enrolling in the recital after January 1 of the Class year shall incur additional Costume Fees. Customer may be required to pay an additional Costume Fee for any required props.

6. Dress Code. Students are required to obey any Dancer dress code requirements.

7. Waiver and Release from Liability. Customer and Student acknowledge that dance is a dangerous activity and that Student is voluntarily participating in a Class or Classes with Customer's and Student's consent and knowledge of the danger involved. Customer and Student hereby

agree to accept any and all risks of property damage, personal injury or death. Customer and Student hereby release Dancenter and any of its instructors or agents from any present and future claims, including negligence, for property damage, personal injury, or wrongful death, arising from Student's participation in Class activities.

Furthermore, Customer and Student hereby voluntarily waive any and all claims, both present and future, arising from Student's participation in Class activities, including, but not limited to negligence, property damage, personal injury and wrongful death.

Customer and Student understand that Classes involve certain risks, including but not limited to, travel to and from the site of the Class, physical contact and the possible reckless conduct of other Students. These risks also include, but are not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs. Customer and Student further understand that Classes involve a risk of knee, head and neck injury.

Customer and Student further understand that the Class activities Student participates in may be conducted at sites that are remote from immediate medical assistance; and nonetheless agree to proceed with such activities in spite of the possible absence of immediate medical assistance. Customer and Student also understand that any equipment provided for Student's protection might be inadequate in preventing serious injury.

Customer and Student acknowledge each has read the Agreement and fully understand that by signing this Agreement, each of Customer and Student is giving up legal rights and/or remedies that may be available to Customer or Student.

8. Miscellaneous. This Agreement shall be governed and construed under the laws of the State of Iowa. This Agreement supersedes all previous agreements, whether written or oral between the parties contains the entire understanding between the parties and may be modified only in a writing signed by the parties. **EACH OF THE PARTIES TO THIS AGREEMENT WAIVES THE RIGHT TO TRIAL BY A JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT. Each of the parties to this Agreement agrees that in the event an action is commenced to enforce the terms of this Agreement or for breach of this Agreement, such action shall be venued in either the United States District Court sitting in Polk County, Iowa or the Iowa District Court in and for Story County, Iowa.**

### **SCHEDULE 1**

All Fees Paid to "Dancenter". **Dancenter Fees shall be divided into monthly installments or "minimum payment dues" to reach a zero balance by the end of the longest class. BILLING IS IMMEDIATE FOR REGISTERED CLASSES. However Pre-registration is available for delayed payment**

Employees do not receive personal compensation or are authorized to offer free or discounted classes or merchandise other than what is published in this document or declared in writing from the Company

Registration Fee \$17.28 waived with automatic payment plan upon registration only. Registration fees are waived for Customers who are signed up for and maintain the Automated Payment Plan. If you discontinue class before one payment is made, a registration fee is charged.

Class Rates: \$4.67-\$19.95 per hour. Family, Multiple Class, Partner, Special Program Discounts may apply. Please call for quote on specific program. Charges posted to accounts upon registration. Full refunds available until Saturday before the class begins. Prorating and partial enrollment may be requested at \$15 + tax per hour (or any part of an hour).

Costume Fees and Recital Fees. (Full Refunds through 12/1-No refunds after 12/1)

Costume Deposit(s) are prorated in monthly installments with the first installment due in November of the class year. Recital Fee(s) are payable in monthly installments, prorated with the first installment due upon recital registration of the class year. Costume Fee \$69-\$99 per class. Recital Fee \$59 per performer Ames, \$119 for Dancenter Dancers. No charge for tickets. Costume exchange fee \$29.50 per costume. Dance Costumes ordered after Jan 1st supplemental \$29.50. Prop rental (if required) \$2-\$19. Performance tights \$8-\$19 per pair

Private Dancenter lessons \$35.00/ half hour and \$60.00/hour. Semi Private (2-4 Students) \$18 /half hour \$31 hour

Solo Performance Recital Fee \$99.00 Duets \$55 each dancer

"2 for 1 Special" half price fees on tuition for selected classes and may be applied for throughout the duration of the 2 for 1 class. This special is offered to students in a class as long as both students remain enrolled in the same class. There is a \$17.28 early withdrawal fee. Students unable to find a partner or who lose their partner and a new one is not available will receive 2 for 1 classes @ 25% off full price. There are no other discounts available with "2 for 1 Special". Siblings of "2 for 1 Special" participants do not qualify for family discounts.

If you pay in full By Sept 15<sup>th</sup>, you may receive a 5% discount on tuition. Students receiving other discounts are not eligible for this offer. The deadline for the 5% discount is September 15th of the Class year. All discounts are applied upon payment at registration only. Full season participation required to qualify for the discount. Registration Fees are also waived if a Recital, Costume & Tight deposits are also paid in full upon registration. No discounts on Recital, Costume and Tight deposits.

Late Fee of 2.0% per month on all minimum payments beyond the grace period.

Statements are sent monthly. They are e-mailed for free. They are mailed via post office for \$2.50 each statement. Statements calculate/post a "MINIMUM PAYMENT DUE". This MPD is calculated by taking the tuition (Prorated Charges) at the TIME THE STATEMENT WAS GENERATED and dividing them by the number or remaining months in your agreement to reach a zero balance. Then merchandise, services or misc. (Non Prorated) charges are added and a MINIMUM PAYMENT DUE is posted. Please note that payments made prior to the generation time/date of the statement are not credited against any future MINIMUM PAYMENT DUE. Credits applied to the account, while they deduct from the total balance, do not apply at any time toward the MINIMUM PAYMENT DUE

Customer accounts 75 days past due shall be charged an additional \$75.00 late fee. Accounts 75 days past due may be sent to collections

Customer account disputes need to be reported within 10 days of statement date. Thirty days after statement date, all charges are final.

NSF fee <>\$27.00 per check, e-check, ACH, credit or debit card refusal fee

Customers participating without a signed contract incur a \$5 monthly service charge

"Static Price Classes" are offered as package prices (please add sales tax. pre-registration required). These are special reduced & discounted fees. All available discounts have been applied. Full refunds available until Saturday before the class begins. Dropping classes once started incur a \$15 + tax early withdrawal fee.

Questions regarding content interpretation of this agreement should be submitted in writing to "Account Manager" [info@rtdance.com](mailto:info@rtdance.com).

**For Dancer Competition Team Only**

12 Payments in 12 Months (Each payment due on 26th Aug-July)

See individual Registration Form for Fees

**These fees include**

- Costumes & Accessories, Music, Entry Fees, Misc., Dancer Dancer Rehearsal Tuition
- 25% off FULL Studio class tuition with requirements met. DD Contract must be signed by 8/7/10 to receive the 25% off FULL studio class tuition.

**These fees do not include**

- Studio Registration Fee, Tights, Make-up, Hair, Jewelry, Shoes, Sales Tax
- REQUIRED DANCENTER BALLET CLASSES

Minis & Juniors 8 and over are required to take one Dancer XL ballet class weekly.

Little Stars, Minis & Juniors 7 and under are required to take one Dancer combination class which includes ballet 1x weekly.

PreTeens, Teens & Seniors are required to take two Dancer XL ballet &/or Pointe classes weekly

- Recital Costumes and recital performance fees
- 1 Leotard for girls/1 t-shirt for boys, Bags and Warm-ups are required, Dancer Dancer Wear is optional
- All travel, lodging, meals, etc are the personal responsibility of individuals
- Optional/Additional/Required workshops beyond the three paid for through the DDCB
- Titlist fees for soloists

**For Iowa Youth Ballet Only**

IYB Company classes are exclusive to IYB dancers able to participate in supplemental training. Senior Company Class participants are required to take at least two additional Ballet or Pointe classes @ Dancer or "home" studio during the week.

Junior Company Class participants are required to take at least one additional Ballet or Point Class @ Dancer or elsewhere during the week. IYB Classes may not be used as make-up classes.

**XTT and IRISH**

XTT and IRISH classes are separate programs. Multiple class and family discounts do not cross over from program to program

**"Customer"**

**We have read and understand and agree with the terms and conditions of this agreement**

Signed \_\_\_\_\_

Print Name: \_\_\_\_\_

**"Dancer**

**Signed \_\_\_\_\_**

Position \_\_\_\_\_

Print Name: \_\_\_\_\_



SCHEDULE 1.3  
AUTHORIZATION AGREEMENT FOR PRE AUTHORIZED TRANSFERS ("Authorization")

I ("Customer") hereby authorize ("Dancer") to initiate the debit and/or credit entries indicated below.

Transfer Amount: **Monthly Balance**

Transfer Type: ACH

Transfer from:

Bank Name \_\_\_\_\_ Routing Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Name \_\_\_\_\_ Account Number \_\_\_\_\_

Social Security #: \_\_\_\_\_ **OR** Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Driver Birthday \_\_\_\_\_

PLEASE ATTACH A CHECK MARKED "VOID"

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**OR**

Credit Card Type \_\_\_\_\_ CVV# \_\_\_\_\_

Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on Card \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**This Authorization is to remain in full force and effect until Dancer has received written notification from Customer of its termination and Dancer has received a reinstated registration fee in such time and in such manner as to afford Dancer a reasonable opportunity cancel the Authorization.**

"Customer"

**Customer Printed Name** \_\_\_\_\_

**Customer Phone Number** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Registration fees are waived for Customers who are signed up for and maintain the Automated Payment Plan. If you discontinue class before one payment is made, a registration fee is charged.**

CUSTOMER SUBMITS THIS PAGE ONLY IF PARTICIPATING IN AUTO PAYMENT PLAN

SCHEDULE 1.3.3  
ROBERT THOMAS ENTERPRISES, INC. ("DANCENTER") SCHEDULE CHANGE FORM

**PLEASE COMPLETE AND RETURN FORM TO DANCENTER TO PROCESS SCHEDULE CHANGES**  
**Accurate class enrollment is student responsibility.**

**Upon registration and schedule changes. Please request a copy of your updated registration form. It can be printed or e-mail**

**Customer Completes:**

Student Name: \_\_\_\_\_ Dancenter Location \_\_\_\_\_

Phone: \_\_\_\_\_

Date of notification of change: \_\_\_\_\_

<u>Class Code:</u>	<u>Add</u>	<u>Drop</u>	<u>Reason for Drop</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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**Dancenter Manager Completes:**

Initial as each item is completed. Date received notification of change: \_\_\_\_\_

Drop Class \_\_\_\_\_

Give to Accounting Manager when Dancenter Manager has completed.

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**Accounting Manager Completes:**

Adjust Costume Sheet \_\_\_\_\_ Adjust Registration/OOP/Photo Schedule Files \_\_\_\_\_

File this Schedule Change Form with Instruction Agreement when completed.

CUSTOMER KEEPS THIS PAGE UNTIL NEEDED FOR SCHEDULE CHANGE