

ESDA TUITION & MEMBERSHIP CONTRACT AGREEMENT

This **Contract Agreement** between business **Owner** and teacher, **Miss Jessica Hindman** and the student/parent of the Eastern Shore Dance Academy is made effective this day _____ of _____, 20__.

Whereas, Owner is the proprietor of a dance studio establishment located in Cambridge, MD of Dorchester County; and

Whereas student/parent seeks dance instruction at the Owner’s establishment; and whereas, the parties hereto wish to memorialize their Agreement as to the provision of those services as evidenced by their completion of this document.

Now, therefore, Student/Parent and Owner agree as follows:

1. Engagement of Instruction.

Student hereby engages Owner, and Owner accepts engagement, individually and through instructors acting on Owner’s behalf, to instruct Student in dance and related activities, as directed by Owner or her designee.

Said instruction is more particularly described as:

2. Term.

Student’s instruction shall be for a term of (circle that which applies)

{ } 10 months – August through May

{ } 5 months – August through December (must renew in January if you desire to finish out the full dance season & have their spot reserved)

{ } 5 months – January through May

{ } custom months _____ through _____
date date

Please be aware that the required terms above are to make a commitment of attendance such that your child’s placement will not be filled and will remain held until the end of that term. **If ESDA does not receive a written letter of withdrawal, you will be held responsible for the remaining tuition even if your child/ren has/have not been taking classes.** Your child’s spot is being held, therefore, it is your responsibility to notify us of any changes.

3. Payment.

The cost for the course of instruction described in paragraph 2 above shall be \$_____ for the term committed to above (multiply monthly payments by 5 or by 10 depending on your chosen commitment). The cost shall be broken down and payable in monthly installments of \$_____ per month due and payable **on or before the last class day the student will attend each calendar month prior to the month of instruction** if you so choose to pay in that

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manner. Provisions may be made for payments to be automatically submitted through auto-debit of a bank account (Visa or Master Card), checking account, Visa credit account or Master Card credit account.

4. Termination.

This Contract may not be terminated prior to the completion of the term described above without written notification. Should a student cease to participate in the course of instruction as described, said student will still be responsible for the balance as shown in paragraph 3 of this Agreement. For good cause shown, in Owner's discretion, exceptions may be allowed for extraordinary circumstances. Such circumstances may include relocation, serious illness, etc.

5. Routines are Property of Owner.

Student/parent acknowledges and agrees that all choreography, dance routines, and design are propriety in nature and are the property of Owner. As such, said choreography, **routines, and designs shall not be performed outside Owner's establishment, or performances sponsored by Owner, without the express consent of Owner.**

6. Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

7. Headings.

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

8. Final Agreement.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

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9. **Notices.**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Student **(please write your complete mailing address below):**

If to Owner: If said Owner would change locations, an updated address would be applied to this Agreement.

Miss Jessica Hindman
3123 Airey's Spur Road
Cambridge, MD 21613

10) **Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

EASTERN SHORE DANCE ACADEMY

By: _____

Jessica Hindman, Owner

Student signature **(parent may sign if a minor)**

Parent/Legal Guardian's signature

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(check all CLASS CHOICES for the class or class & day you wish to enroll your child)

<i>Creative Movement</i> <i>0 Mon. 0 Tues. 0 Sat.</i>	<i>Level 6:</i> <i>0 Ballet 0 Tap 0 Jazz</i>	<i>0 Gymnastics Tumble Tots</i>
<i>Primary Ballet & Tap</i> <i>0 Mon. 0 Tues. 0 Thurs. 0 Sat.</i>	<i>Level 7:</i> <i>0 Ballet 0 Tap 0 Jazz</i>	<i>Hip-Hop:</i> <i>0 Tots 0 Beg 0 Int 0 Adv</i>
<i>Level 1 Ballet & Tap</i> <i>0 Mon. 0 Tues. 0 Thurs. 0 Sat.</i>	<i>Level 8:</i> <i>0 Ballet 0 Tap 0 Jazz</i>	<i>Jazz:</i> <i>0 Tots 0 Intro 0 101</i>
<i>Level 2 Ballet & Tap</i> <i>0 Mon. 0 Tues. 0 Wed. 0 Thurs.</i>	<i>Acrobatics:</i> <i>0 Jr 0 Sr</i>	<i>Jumps, Tricks & Turns:</i> <i>0 Beg. 0 Int. 0 Adv.</i>
<i>0 Level 3 Ballet, Tap & Jazz</i>	<i>0 Ballroom</i>	<i>Musical Theatre:</i> <i>0 Beg 0 Int 0 Adv</i>
<i>0 Level 4 Ballet, Tap & Jazz</i>	<i>0 Cheerleading</i>	<i>Praise:</i> <i>0 JR 0 SR</i>
<i>Level 5:</i> <i>0 Ballet 0 Tap 0 Jazz</i>	<i>Contemporary/Mod:</i> <i>0 Beg 0 Int 0 Adv</i>	