

# DANCE FEVER REGISTRATION FORM

Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ 2nd Phone: \_\_\_\_\_  
Parent's name(s): \_\_\_\_\_  
Address: \_\_\_\_\_ DOB \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

How did you hear about us? Facebook \_ Instagram \_ RSM \_ Magazine \_ Friends \_ Other: \_\_\_\_\_

Please register my child for the following class(s) (Please see schedule for class times and days)

Age Group: \_\_\_\_\_ Day(s): \_\_\_\_\_

**5 equal checks:** (08/15/2020, 10/15/2020, 12/15/2020, 02 /15/2021, 04/15/2021) must all be received by the studio before the **first class**.

- I fully understand that if tuition is not received by the 15<sup>th</sup> of the month my secured card on file will be charged the balance due for the month **plus 4%**

Please make checks payable to **Dance Fever Studios**

Additional recital fees will include a costume fee (\$45-\$75) due in December. Each class that your child is enrolled in requires a costume.

The session tuition is refundable with two week's cancellation notice before the beginning of the session. A non-refundable **\$100** charge will be assessed as a registration fee for all applicants, \$50 charge if joined DF after February 1<sup>st</sup>. Each session lasts two months.

- There will be no refunds, or credits for missed lessons. A maximum of 2 make-ups per session can be scheduled in advanced.
- The studio is closed for Labor Day, Halloween, Thanksgiving Holidays, Christmas Holidays and Memorial Day.
- **Purchases are final for all private lessons** and there is no refund after the series has started. All private lesson appointments are subject to our 24-hour cancellation policy.
- All Dance Fever services must be prepaid (before the service occurred). In the event that the payment has not been received by Dance Fever by the end of the service, autopay will be used and **the payment applied to the credit card.**
- We reserve the right to display any team and/or individual photographs.

As the parents or legal guardian(s) for \_\_\_\_\_, we hereby give permission for our child to participate in dance training and dance classes programs (the "Programs") at Dance Fever, Inc., at its usual place of business at 200 Wells Ave, Newton, MA, and any and all other locations provided by Dance Fever, Inc. for its programs. We understand that dance training and classes are associated with physical exercises, jumping, rotation of the body, limbs, and head, stretching, and the like, and that there are risks involved as a result thereof.

On behalf of our child and on our own behalf, we indemnify and hold harmless, and waive all claims against Dance Fever, Inc., its principals, agents, servants, and employees from and against any and all loss, cost, charge, claim, demand, liability, damage, medical expenses, long or short term care, claims for emotional distress, suit or demand, known or unknown, apparent and not apparent, present and future, arising directly or indirectly from any personal injury or property damage loss, including, but not limited to partial or total disability, paralysis, or death, which may occur to my child while on the premises of Dance Fever Inc. or any other location provided by Dance Fever, Inc. and/or under instruction, supervision, or control of Dance Fever, Inc.

- We have read, understood, and agreed to all of the above-stated terms (please check).

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Date

**BOTH pages must be signed. Please continue on to the next page.**

**PLEASE READ AND SIGN BELOW**

**DANCE FEVER, INC.**

**NONCOMPETITION AND NONSOLICITATION AGREEMENT**

In consideration and as a condition of Dance Fever, Inc. (the "Company") providing dance instruction to the undersigned or a minor child of the undersigned (the "Student"), the undersigned hereby agrees and acknowledges as follows:

The Company spends considerable and valuable time and resources finding, attracting and retaining nationally and internationally recognized talent as instructors for its dance studio. Further, because many of the instructors are not United States citizens, the Company spends considerable resources sponsoring such instructors for work permits in the United States. The Company recruits instructors who have unique abilities who are recognized industrywide and who cannot easily be replaced because of their extensive experience and insights into the world of competitive dance. Further, the Company needs to protect the goodwill and industry reputation that it has as a premiere dance studio and provider of talented dance coaches from around the world. The Student acknowledges that each instructor provides a personal service to the Company that is unique and for which a defined value cannot be ascribed. As a result of the Company's efforts in recruiting, attracting and retaining such talent, the Student will learn from and be exposed to teaching staff to which the Student would not have had access other than through the efforts of the Company. The Student hereby agrees and acknowledges that it is reasonable and necessary for the protection of the goodwill of the Company that he/she undertake the obligations contained in this Agreement regarding his/her conduct during and subsequent to his/her instruction by the Company.

The Student shall not, at any time during the period in which the Student is taking classes at the Company and for two (2) years thereafter, directly or indirectly, engage or attempt to engage, solicit or attempt to solicit, or hire or attempt to hire, recruit or attempt to recruit any person who currently is an instructor at the Company, or who was an instructor at the Company while the Student was attending classes at the Company, for any type of instruction, advice or consulting relating to dancing or dance competitions. For the purposes hereof, receipt of any type of instruction or consulting from an instructor of the Company by the Student shall be automatically deemed to be in violation of the terms of this Agreement, provided however, that nothing contained herein shall prevent the Student from obtaining instruction from a former instructor of the Company, who is not subject to a non-solicitation or non-competition agreement with the company, that is working for a dance studio that is not owned, in whole or in part, or controlled or financed, directly or indirectly, by the Student or any family member or affiliate thereof or by any entity in which the Student, a family member or affiliate thereof has any interest whatsoever, including without limitation, any interests resulting from financial, consulting or other arrangements with such entity.

The Student acknowledges that the Company has a Company policy that prohibits instructors from providing any instruction, consulting or any other services outside of the Company while the instructor is providing services for the Company. The Student shall not, directly or indirectly, engage, recruit, hire, solicit or induce any instructor of the Company to breach the provisions of the exclusive arrangement it has with the Company, cause the instructor to terminate or otherwise revise the terms of the instructor's arrangement with the Company, or attempt to do any of the foregoing, while such person has a relationship with the Company as an employee, consultant, visiting instructor or otherwise. The Student shall not take any actions that shall directly or indirectly interfere with the Company's relationships with its current or former instructors, including without limitation, taking any actions to induce such instructors to change the terms of their dealings with the Company.

In the event of any breach or threatened breach of the provisions of this Agreement, the Company shall be entitled, in addition to any other legal rights or remedies which it may have, to maintain an action for preliminary and permanent injunctive relief, it being agreed by the parties hereto that the substantial and irreparable harm which the Company would sustain upon any such breach is impossible to ascertain in advance and that the award of monetary damages therefore would be wholly inadequate. The Student shall be responsible for the Company's costs and expenses, including without limitation, reasonable attorneys' fees and court costs incurred in enforcing any of the covenants of this Agreement.

The Student acknowledges and agrees that the restrictive covenants contained herein (a) are necessary for the reasonable and proper protection of the goodwill of the Company, (b) are reasonable with respect to length of time, scope and geographic area and (c) will not prohibit the Student from obtaining dance instruction elsewhere. Each provision of this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. If the invalidity or unenforceability of any provision hereof is due to unreasonableness of the time or scope or geographic extent of any covenant or restriction, said covenant or restriction nevertheless shall be effective for such period of time or within such scope or geographical area as may be determined to be reasonable by a court of competent jurisdiction.

This Agreement shall be binding upon the student taking classes (to the extent that the Student is not a minor) or if the Student is a minor, shall be binding on the parents or legal guardians of the Student and the heirs, executors and administrators thereof. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors and assigns.

No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion. The Student acknowledges receipt of this Agreement and agrees that with respect to the subject matter hereof it is the entire agreement with the Company, superseding any previous oral or written communication, representation, understanding or agreement with the Company or any representative thereof.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. The Student hereby submits to the exclusive personal jurisdiction of the courts of the Commonwealth of Massachusetts and the Federal Courts of the United States of America located in such state in respect to the interpretation and enforcement of the provisions of this Agreement and all transactions contemplated hereby.

\_\_\_\_\_  
Signature of Student, Parent or Legal Guardian

\_\_\_\_\_  
Date