

## **Soul 2 Sole Movement, LLC 2022-2023 Studio Policies**

For purposes of this Agreement, "Site" or "Website" refers to the Company's website, which can be accessed at [www.soul2soledancestudio.com](http://www.soul2soledancestudio.com)

The terms "we," "us," and "our" refer to the studio, Soul 2 Sole Movement, LLC.  
"You" refers to you, as a user of our facility and the signer of this document.

### **Billing/Payment Info:**

<b>Fee</b>	<b>Due</b>
<b>Membership Fee \$50</b>	<b>Due at time of enrollment</b>
<b>Tuition Installments</b>	<b>Due the 10th of month (Sept-May)</b>
<b>Costume Fee deposit</b>	<b>Due 10/15/2022</b>
<b>Costume Fee Final</b>	<b>Due 01/1/2023</b>
<b>Showcase Fee \$50</b>	<b>Due 4/15/2023</b>
<b>Recital Fee \$70</b>	<b>Due 4/15/2023</b>
<b>Late Fee \$10</b>	<b>Charged 12th of month</b>

- I understand that classes will run on a monthly installment payment schedule beginning September 1, 2022 and ending May 10, 2023. Please make cash or check payments by the 10<sup>th</sup> of each month to get a 3% discount. If your child does not participate in class during payment week, payments may be made online through the parent portal or mailed in and must be received prior to the tuition due date. Payment can be mailed to 636 Main St. Arcade, NY 14009.
- I understand that Soul 2 Sole Movement, LLC will charge my credit card on the monthly payment dates for my entire account balance if payment is not made prior.
- Non-refundable annual Family Membership fee is \$50.00 per family. Families include siblings and children residing in the same household. Membership is an annual charge each season.
- Tuition is prorated for new students ONLY starting after the season has started.
- No Refunds or credits will be given for missed classes.
- A \$35.00 bank fee will be charged for all returned checks and all future payments must be made in cash or credit card.
- Refunds will be in the form of credit. Refunds may take up to 30 days to process. Credits will expire in 1 year.
- If the year is paid in full and the dancer decides to discontinue dance, there will be no refund issued. A credit may be issued to your account at this time.
- Payments received after the 10th of the month will include a \$10 late fee that will be added each month tuition is late. This will be strictly enforced.
- If accounts are not up to date, students will not be permitted to attend class, or participate in any type of performance or events. Accounts not paid by the 10th of the month can jeopardize placement in a specific class.
- Parents, legal guardians, or individuals responsible for accounts will be financially responsible for all charges due to non-payment, insufficient funds, court fees, attorney's fees, etc for all unpaid balances on accounts.
- I understand all paperwork must be completed online and/or turned into the front desk in order for my child / children to participate in all classes selected.
- Reminders for outstanding balances and billing issues will be sent via email.

## **Enrollment/Withdrawal Policies:**

- Classes with four or less students enrolled may be rescheduled or canceled. The entire schedule, teaching staff, and class offerings may be changed, rescheduled or canceled at any time.
- Once enrolled in a month, you are committed for the entire month, and are automatically re enrolled from one month to the next.
- If you know that you will not be returning for the next month, please stop by the front desk and inform our office staff by completing a drop form or email withdrawal [soul2soledancestudio@gmail.com](mailto:soul2soledancestudio@gmail.com) no later than the 15th of the month. If written notice is not received before the scheduled automatic payment date, tuition will not be refunded. Verbal withdrawals will NOT be accepted.
- A Soul 2 Sole Movement, LLC Student Info Card/Waiver for anyone participating in classes and activities must be filled out prior to participation. Please be sure to inform Soul 2 Sole Movement, LLC of all health, disability, or other issues pertaining to your child or yourself that your studio needs to know.
- I further understand that there are specific risks of physical or property damages, losses, or injury that may result from my or my child's participation with Soul 2 Sole Movement, LLC, and I voluntarily assume the risks associated with such participation.
- I understand that Soul 2 Sole Movement, LLC reserves the right to make any changes to selected classes if they feel it is not appropriate for the particular child.

## **Communication Policy:**

- Parents/Guardians must ensure that they and their child understand and abide by all studio policies. Dancers and company team members may receive handbooks and/or additional policy forms. New information and reminders will be posted in the MONTHLY newsletter, on our website, app and on Facebook for daily happenings.
- Current emails must be on file to receive information through email sources. It will be your responsibility to update your email in the portal.

## **Social Media:**

- I hereby give consent without reservation for myself and/or my children to be photographed, videotaped or quoted verbally or in writing by Soul 2 Sole Movement, LLC and its authorized representatives.
- I also consent to the use of my child's identity and likeness in Soul 2 Sole Movement, LLC brochures, documents and promotional materials advertising, and on publicly accessible areas not limited to and including our website, Instagram, Facebook, and the like in current and future seasons. I acknowledge that all photos taken by Soul 2 Sole Movement, LLC are copyright and the property of Soul 2 Sole Movement, LLC.

- During the Soul 2 Sole Movement, LLC 2022-2023 Season, I understand and accept that my child may be viewed and heard on closed circuit TV such as Zoom/Google Meets and other sources while physically in class at Soul 2 Sole Movement, LLC and while participating virtually outside of the Soul 2 Sole Movement, LLC building.

### **Absences / Vacations:**

Please notify the studio if the student will be absent via email: [soul2soledancestudio@gmail.com](mailto:soul2soledancestudio@gmail.com) or by **submitting an absence via the parent portal**. You will continue to pay your tuition fee throughout your absence. It is crucial to their training to “not miss a beat”! No credits are given during absences.

- All classes missed due to illness can be made up in a different class. Please contact the office for more information. You will not be refunded for classes missed.
- Any incidents that may occur in class will be documented and parents will be immediately informed.

### **Weather Day Policies:**

Classes are subject to cancellation, rescheduling and the use of subs at Soul 2 Sole Movement, LLC discretion. In the unforeseen circumstances of bad weather, power outage or any other events, we reserve the right to cancel class. If a class needs to be canceled, an email, app notification, and/or text message will be sent out directly. If a studio closes due to weather, an email/text, app notification, and Facebook post will be made. There are no refunds, credits, or makeups with a snow/weather cancellation. Classes canceled due to instructor needs will be rescheduled.

### **Injury/Prolong Illness:**

- The use of slings, ace bandages, tape, etc. will not be permitted in class without a note from a doctor specializing in that field. Please bring a copy of the note to the front desk for our records before the class begins.
- A child returning after injury must provide a doctor’s note stating “no limitations” before resuming participation in class.
- Students must report all injuries occurring in and out of Soul 2 Sole Movement, LLC to the director staff immediately.
- Soul 2 Sole Movement, LLC and its agents are not responsible for lost, damaged or stolen belongings and property in and out of the building, including the parking lot.
- During National Safety Week, emergency procedures and fire drills may be done in all classes. If your child is absent this week, you must be sure to ask a Soul 2 Sole Movement, LLC staff person for details on procedures and ensure that your child understands them.
- In the event of an evacuation from the building, all students report to:
  - **Arcade Studio:** Tops Parking lot near the Tim Hortons entrance. Parents are asked not to take children out of line until all students have been accounted for and are dismissed by the Soul 2 Sole Movement, LLC Staff.
  - **Springville Studio:** Rear parking lot of our building by Early Bird. Parents are asked not to take children out of line until all students have been accounted for and are dismissed by the Soul 2 Sole Movement, LLC Staff.

- I warrant and represent that my child has been physically examined by a medical physician within the past one-year period and to the best of my knowledge my child is able to participate in this program without restrictions. If restrictions exist, I will provide a written outline of those restrictions from a medical provider. I also agree to notify Soul 2 Sole Movement, LLC of any change in my child's physical condition which may in any way affect his/her ability to participate in classes or programs. In case of injury or illness during participation, I authorize and desire medical care for myself or my children at the discretion of Soul 2 Sole Movement, LLC, to administer medical treatment, be transported and treated by emergency medical services and attending physician(s). In the event that I, my children, or third party under my direct charge or supervision is injured, I understand that I am solely responsible for any and all medical expenses.
- I further understand that I have been advised of the need for the student to be covered by adequate insurance to cover any injury or damage that may be suffered while participating and I have obtained such insurance or have agreed to bear the costs of any such injury or damage myself. I understand the terms of this Release and have the opportunity to consider and discuss it with such individuals and advisors as I deem appropriate. By signing and dating this Release, I confirm that I have read the Release in full, that I understand its terms, and that I agree with those terms. I further confirm that by signing this Release, I acknowledge that if the student is hurt during participation in this activity, I may be found in a court of law to have waived my right and any right of the student to maintain a lawsuit against the studio on the basis of any claim which is released hereby. In consideration of the student being permitted by the studio to participate in the activities provided by the studio, I further agree to hold harmless and indemnify the studio for any and all claims which are brought by or on behalf of any student who is a minor and which are in any way connected with the activities performed at the studio by any such minor student.
- Thank you for your continued trust in Soul 2 Sole Movement, LLC As with the transmission of any communicable disease like a cold or the flu, you may be exposed to COVID-19, and other infectious viruses/diseases at any time or in any place. Be assured that we have always followed state and federal regulations and disinfection protocols to limit the transmission of all diseases within Soul 2 Sole Movement, LLC and we will continue to do so.
- Despite our careful attention to sterilization, disinfection, and use of personal barriers when able, there is still a chance that you or your child could be exposed to an illness, virus or other pathogens while participating in class at Soul 2 Sole Movement, LLC , just as you might be at your gym, grocery store, or favorite restaurant. Although we have taken measures to provide social distancing at Soul 2 Sole Movement, LLC , due to the nature of our business it is not always possible to maintain social distancing between students, their peers and staff members.
- Staff at Soul 2 Sole Movement, LLC will need a hands-on approach to students while spotting or correcting body alignment in technique or attending to basic and emergency care and needs of your child.
- For the safety of our students, I understand that the lobby and all viewing areas inside Soul 2 Sole Movement, LLC will remain closed to parents/guardians/visitors/siblings, with the exception of our Parent and Me, and Tiny Treasures Classes.

- We kindly ask that you please make other arrangements for siblings, or to all wait in your car together until class is finished.
- Although exposure is unlikely, I accept the risk for my child, and consent to participate in all activities at Soul 2 Sole Movement, LLC during this current season.

### **Pick up/Arrival/Lobby policies:**

- Doors will open to allow dancers into our foyers no more than 5 minutes prior to the start of the next class. Please wait with your dancer to enter our building.
- All dancer's are encouraged to use the bathroom prior to entering dance class.
- Dancer's 12 and under will not be permitted to leave the building without a parent present for pick up, this is for the safety of each dancer in our care.

### **Classroom Courtesy:**

All dancers must arrive on time for all classes. It is a disruption to the class as well as a disservice to the dancer if they are late to warm-ups. Dancers who miss warm-up, may not be allowed to participate in class.

- Soul 2 Sole Movement, LLC Parents are not allowed in the room at any time. There will be parent viewing weeks throughout the season to come watch your dancer in class.
- Misconduct by students in class or family members in or out of class may lead to dismissal from Soul 2 Sole Movement, LLC

### **General Policies:**

- No gum chewing, eating is allowed in designated areas only, No street shoes in gym or dance areas. No cleats and no running inside the building.
- Students must be potty trained & able to use the restrooms unassisted and they must also know not to leave the building at any time, or a parent must be present during the entire class or event. Soul 2 Sole Movement, LLC is not responsible for students before or after designated class times.
- Students, siblings, parents, friends and others are not allowed in classrooms or gym unless participating and have a waiver on file.
- No adults on equipment or in the pit at any time including during participation of toddler classes.
- Students and siblings are not allowed outside the building unsupervised.
- All student's siblings/friends must be supervised at all times by a parent/guardian and abide by all studio rules while at Soul 2 Sole Movement, LLC.
- Dress codes will be enforced. Please see the website or front desk for details.

### **Studio Performances:**

Soul 2 Sole Movement, LLC produces an end of year performance for all dancers and tumblers. The studio will announce dates once they are finalized with the venue. Families may be expected to drive outside the Springville and Pioneer areas for performance venues. Most dancers will receive a 20 minute spacing and dress rehearsal practice the week of the performances. The studio will determine the best performance line ups for the studio as a whole. The studio asks all families to keep the first 3 weekends of May open for possible performance weekends; the studio will not be responsible for vacations, sports events, or other engagements that are scheduled on the same weekend as our performances and other arrangements will not be made.



**Non-compliance with the policies of Soul 2 Sole Movement, LLC may result in the dismissal of a student and or family.**

**Student Waiver & Release of Liability:**

I agree this electronic signature is the legal equivalent of my manual signature on this agreement.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

**I am the legal parent and/or guardian of the minor child(ren) that I have registered. I affirm that the information and health history that I have entered for my child(ren) is correct and complete to the best of my knowledge. I understand the information I provide will be shared on a “need to know” basis with Soul 2 Sole Movement, LLC Staff. I have included any pertinent information regarding my child’s health and well-bein**

\_\_\_\_\_  
**Sign**

\_\_\_\_\_  
**Date**

**Participant Agreement, Appreciation of Risk, Hold Harmless, Release and Liability Waiver (The Agreement)**

In consideration for gaining access to (the “Location”) and engaging the services of Soul 2 Sole Movement, LLC or any other location in the state of New York, their agents, owners, officers, volunteers, participants, employees, insurers, directors, representatives, assigns, affiliates, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as “Soul 2 Sole Movement, LLC “I hereby agree to forever waive, release and discharge Soul 2 Sole Movement, LLC on behalf of myself, my spouse, my children, my parents, my heirs, child’s caretakers, assigns, estate, insurers and personal representatives as follows:

I acknowledge that participation in classes, games or activities at Soul 2 Sole Movement, LLC entails known and anticipated risks that could result in property damage, physical injury, emotional injury, including but not limited to broken bones, sprains, torn ligaments, paralysis, death or other bodily injury to myself, to my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities offered at Soul 2 Sole Movement, LLC. I understand without a certain degree of risk students would not improve their skills. My and or my children’s participation in activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risk.

I hereby voluntarily release and forever discharge, and agree to indemnify and hold harmless Soul 2 Sole Movement, LLC, staff or any agent from any and all claims, disputes, liabilities, demands, or cause of action, which are in any way connected with participation in the classes and activities or use of Soul 2 Sole Movement, LLC equipment or facilities, including any such claims with alleged negligent acts or omissions of Soul 2 Sole Movement, LLC

Should Soul 2 Sole Movement, LLC or anyone acting on their behalf be required for any reason to incur attorney fees and cost to enforce this agreement, I for myself and on behalf of my children, and / or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

I understand and agree that Soul 2 Sole Movement, LLC will not pay for any costs or expenses incurred by me if I, my children, or third party are injured unless such injury was caused by greater than ordinary negligence of Soul 2 Sole Movement, LLC.

Further, I expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of New York, and that if any portion of this agreement is held invalid, the remaining portions of the agreement will continue in full legal force and effect.

I acknowledge reading, understanding and accepting the statements herein. I execute it voluntarily and with full knowledge for its significance. I further certify that I am the parent or legal guardian of the minor child named on the reverse side of this Agreement or that I have been granted power of attorney to sign this agreement on behalf of the parent or legal guardian of the child named on the reverse side. In the event that I do not have the requisite authority to sign this agreement on behalf of the child named, I agree that I shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from misrepresentation. I agree to be contractually bound by this certification.

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Parent/Guardian Print

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Parent/Guardian Signature

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Date

