

PERKINS

SCHOOL OF THE ARTS

Registration Contract

1. Parties to the Contract

- a. Perkins School of the Arts, LLC (“Perkins”) is a dance studio in the business of providing dance instruction with an address of 38-40 Birdsall Street, Norwich New York 13815.
- b. Parent/Guardian of the student – By registering your child(ren) you affirm you are the Parent/Guardian of the student and are desirous of their student to take dance lessons/classes at Perkins. You will provide all contact information in accordance with the registration process including address(es) and phone number(s). In addition, the Parents/Guardians are the persons responsible for and guaranteeing payment for the dance lessons, instruction fees, tuition fees, costume fees and extra choreography fees incurred by the Student pursuant to this Contract. Lastly, the Parents/Guardians are the emergency contact for the Student.

2. “Student” is desirous of taking dance lessons from Perkins. All student information will be provided during registration; including age, any allergies, medical needs, etc.

3. **Styles of Dance offered at Perkins:**

- a. **Pre-Dance** - Pre-Dance is a fun way for young children to explore movement through music, develop physical skills, channel energy, stimulate imagination and promote creativity. Pre-Dance uses creative movement, using body actions to communicate an image, an idea or a feeling. Basic ballet and jazz techniques are incorporated into play. Child appropriate music is used to demonstrate different moods and rhythms.
- b. **Ballet** - Ballet is a classical form of dance. In this class students learn proper ballet terminology and focus on discipline, musicality and grace. Ballet for recreational level reinforces the basic concepts of Ballet and is composed of barre and center floor exercises. More complex combinations are given as students progress. Classical Ballet music is used in class.
- c. **Jazz** - Jazz classes consist of a warm up, focused on developing technique and

strength, across the floor combinations and a center combination. Exercises and combinations will progress over the season. Fun pop and children's music are used during class. It is a fast-paced energetic form of dance.

d. **Tap** - Tap is a type of dance in which the rhythm is kept by the noise of the students' shoes on the floor. Students must wear special tap shoes in this class. Different combinations are given with increased difficulty. This helps students develop a sense of rhythm and musicality as well as coordination. A variety of music is used in this class.

e. **Acro** - Acro combines classical dance technique with acrobatic elements. It is defined by its athletic character, its unique choreography, which seamlessly blends dance and acrobatics, and its use of acrobatics in a dance context. At a recreational level we focus on building strength and flexibility. Sometimes music is used in this class. Gym mats are used for safety while learning.

f. **Hip-Hop** – Hip-Hop includes a wide range of styles primarily breaking, locking, and popping. It's fun and upbeat. The class consists of a warm up and a fun dance combination to popular child appropriate Hip Hop or Pop music. Fun and fitness being the main focus in this class. Great for students who have a lot of energy and a bit of sass!

g. **Modern** - Modern dance draws on both classical ballet and modern dance techniques. This class explores total body movement, use of breath and weight and changes in rhythm, speed and direction. The class consists of a warm up, across the floor/center floor technique and a dance combination. A variety of music is used that is expressive in nature. This class is based on the theory and principals of Horton, Dunham, Limon, and Graham Techniques.

h. **Lyrical**- Lyrical combines the technical elements of ballet and jazz with an added layer of expressive movement and storytelling. Lyrical classes allow dancers to use their technique and style in different ways.

4. **The 2023- 2024 Fall-Spring session begins September 11, 2023.**

a. Classes missed due to illness, injury, inclement weather or personal holiday may be made up in another class of appropriate level.

b. We will not prorate tuition for missed classes.

5. **Registration Fees**

- a. There is a one-time \$15 registration fee for fall classes which is non-refundable. The non-refundable \$15 registration fee and non-refundable first monthly tuition payment are due upon enrollment.
 - b. If the registration fee is not received by October 15, 2023, the fee will increase to \$20.00.
 - c. **PLEASE NOTE:** Anyone registering or starting classes after November 1 will have a \$25.00 registration fee per Student.
6. A billing statement for your non-refundable first monthly tuition installment will be emailed to you if you would like. Bills are always available on the Parent Portal.
- a. If you send in a written request for a monthly statement, we will mail you out a statement.

7. **Tuition Costs**

	Pre-Dance 1	Pre-Dance 2	Combo	Level 1-5	Unlimited
Yearly	\$200.00	\$250.00	\$300.00	\$400.00	\$2,950.00
Monthly	\$20.00	\$25.00	\$30.00	\$40.00	\$295.00

- a. **Pre-Dance 1** – 30 Minute class per week: \$200 per year or 10 equal monthly installments (Sept.-June) of \$20 per month, due the first of each month beginning September 1st. (June 1st, the final installment of the tuition is due).
- b. **Pre-Dance 2** - 45 Minute class per week: \$250.00 per year or 10 equal monthly installments (Sept.-June) of \$25.00 per month, due the first of each month beginning September 1st. (June 1st, the final installment of the tuition is due).
- c. **Level 1-5 Classes** - \$400 per class per year or 10 equal monthly installments (Sept.-June) of \$40 per month, due the first of each month beginning September 1st. (June 1st, the final installment of the tuition is due).
- d. **Unlimited Option** - Take as many classes as you wish. \$2,950 per year or 10 equal monthly installments (Sept.-June) of \$295 per month, due the first of each month beginning (June 1st, the final installment of the tuition is due).
- e. **Drop In Class** - \$15.00 per class.
- f. Students will be placed in the appropriate class for their age and skill level.

- i. Perkins will determine in which level a student will be placed.
- ii. Student schedules **MUST BE FINALIZED** by October 14, 2023.
- iii. Students new to dance may need to begin the year in a class younger than their age group, or may be asked to take an additional class for a period of time in order to catch up to their age group.
- iv. We ask that you please respect Perkins' decisions regarding placement.
- v. It is important to us that students of all ages and levels have a positive dance experience.
- vi. All questions or concerns about class placement should be directed to Perkins staff in accordance with the methods provided in this contract.

8. Costumes and Costume Fees

- a. Pre-dance Costumes are \$100.00 per class per Student.
- b. Combo Classes Costumes are \$200.00 per class per Student (2 costumes required for this class).
- c. All other Classes Costumes are \$110.00 per class per Student.
- d. All Costume deposits/payments are **NON-REFUNDABLE**.
- e. A 50% deposit is due on October 1, 2023 for all Costumes, the Remaining Balance is due on November 1, 2023.
- f. Perkins must have our costume orders finalized and submitted in November in order to have them arrive in time for our competitions and the recitals, therefore we cannot make any exceptions to the late fees.
- g. Anyone starting class after October 1, 2023 will be required to pay their costume deposit at registration time.
- h. A \$15 PER COSTUME late fee will be assigned to all remaining balances after the due date. Interest of 2.5% monthly on the unpaid balance will be billed beginning January 1, 2024.
- i. Perkins reserves the right to withhold ordering of costumes for those that do not pay their bill on time.

- j. Costumes will not be distributed to you until your account is paid in full.
 - k. In addition to the late fee above, you may incur additional fees to ensure the costume arrives in time for competition or recital, or may result in your student not having a costume ordered.
9. **Extra Choreography Fees**
- a. All choreography fees will be charged in addition to the tuition bill.
 - i. Solo \$500 per Student
 - ii. Duo/Trio \$300 per Student
 - iii. Small Group. \$150 per Student
 - iv. Large Group. \$100 per Student
 - v. Line/Ext. \$100 per Student
 - vi. Production \$100 per Student
10. **Extra Choreography Costume Fees:**
- a. Each piece of extra choreography will be required to purchase a costume.
 - b. Costumes Fees for all Extra-Choreography will be \$110.00 per Student per dance, except for Production Costumes which will be \$120.00 per Student per dance.
 - c. This fee is in addition to core class costumes.
 - d. All Costume deposits/payments are **NON-REFUNDABLE**.
11. **Perkins School of the Arts offers 3 payment plans:**
- a. Pay in Full the yearly tuition by October 14th, and receive a 10 % discount.
 - b. Pay in 2 Semi-Annual payments payable on October 14th and February 1st, and receive a 5% discount.
 - c. Pay in 10 equal monthly installments beginning September 1st, as outlined above.
 - d. If you elect to pay your tuition annually or semi-annually after the first monthly tuition installment is paid, the discount will be applied to the remaining balance

only. However, there will be no discount if you make your election after November 1st for annually or February 1st for semi-annually. In order to qualify for the discount, your account must be in good standing and current.

- e. **Any and all payments involving a credit card will have an additional 5% added to the amount being charged to cover the cost of the credit card processing fee.**
 - f. Payments made for registration fees, tuition, costumes, extra choreography and dance shoes are non-refundable.
12. Payment of the first monthly tuition installment is due by September 1st. Payment can be made in person, through Auto Pay (“ACH”) from a bank account or credit card, or by mailing a check to Perkins School of the Arts.
- a. All customers are required to submit a credit/debit card or bank draft information at registration. If your account is not paid in full by the 15th of the month, this payment method could be charged for the balance due on the 16th of the month.
 - b. Perkins reserves the right to discontinue service to any customer with an account more than 30 days past due.
 - c. **If you pay by credit card, 5% will be added to the amount being paid cover the costs of the credit card processing fee (i.e. if you are paying \$100, then amount billed to your credit card will be $\$100 + 5\% = \105).**
13. **Late Fees and Additional Charges**
- a. A \$50 service fee will be charged for all returned checks.
 - b. Any account not paid by the 10th of each month will be assessed a late fee of \$20. In addition, any account not paid in full by the following month will be assessed a 2% interest fee.
 - c. Payments made on past due accounts will be applied to the oldest invoice first.
 - d. All customers are required to submit a credit/debit card or bank draft information at registration.
 - e. **Any and all payments involving a credit card will have an additional 5% added to the amount being charged to cover the cost of the credit card processing fee.**
 - f. **Reasonable Attorney’s Fees:** In the event that any suit or action is

instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, Perkins shall be entitled to recover all fees, costs and expenses of enforcing any of its rights under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

14. Recitals

- a. By signing up for classes at Perkins, you are agreeing to participate in all performances of the recital for the studio since choreography will be based upon the participation of all the students in the class.
- b. By agreeing to this contract, I, am acknowledging that my student's participation in the annual recitals is mandatory and that costume deposits/payments are NON-REFUNDABLE.
- c. The annual dance recital and dress rehearsals will be held the week of June 5-10 in Norwich.
- d. Anyone seeking to talk with Amber will need to schedule an appointment through the front desk, or e-mail us at info@perkinsdance.com Please do not attempt to contact them directly. Amber, as well as the rest of our teachers go directly from one class to another and they will not have time to conference with you between classes.

15. Extra Choreography

- a. I understand that by agreeing to this contract, I am committing to the groups that I have agreed to participate in.
- b. All extra choreography is designated by the staff of Perkins. Extra-choreography assignments are given out after the school year has begun.
- c. Not all Students will have the same number of extra groups and the bulk of rehearsal time will be on weekends.
- d. All extra choreography will compete at the Regional level and will be considered for participation at the Nationals level by Perkins staff.

- e. As a reminder, you will need to be enrolled in Modern, 2 technique classes AND 2 hours of Ballet as an intensive Student.
- f. All Students must participate in the required technique classes, failure to do so will result in termination from the class.
- g. Adagio classes are by invitation only.
- h. There are NO scholarships for either Extra choreography or Extra choreography costume.
- i. Costumes will not be distributed to you until your account is paid in full.
- j. Costumes are non-returnable and non-refundable.

16. Withdrawal

- a. Students who choose not to continue with dance classes must notify Perkins in writing.
- b. Charges will continue to accrue to your account until Perkins has been notified of your withdrawal in writing.
- c. Refunds or credits will not be given for tuition.
- d. Students who withdraw before October 14th will receive a full refund of costume deposits paid.
- e. Students who withdraw after October 14th, but before November 1st, will receive a 50% refund of costume deposits paid.
- f. Students who withdraw after November 1st are not eligible for a refund of costume deposits.
- g. Students who withdraw after December 1st are responsible for any costume balance due in addition to costume deposits.
- h. Monthly tuition charges will not be prorated.
- i. There are no refunds of tuition for classes you are scheduled to attend whether or not you attend the class, and there are no refunds for registration fees or the first monthly tuition installment payable upon registration.

17. Dance Class Participation Waiver

- a. Dance is an art form that requires teachers to be able to have appropriate physical contact for the purposes of making technical corrections. By agreeing to this contract either in person, online or by some other means, the parent/ guardian and Student are granting consent for such physical contact.
 - b. It is understood that the risk of injury is inherent in dance. Perkins strives to reduce the risk through proper dance training techniques. By agreeing to this contract either in person, online or by some other means, the parent/ guardian and Student are willing to assume those risks and release and hold harmless and indemnify Perkins, its agents, members, subcontractors, employees, participants and volunteers from and against any and all claims, demands, actions, judgments which the undersigned, or any other person ever had or may have against Perkins for any losses, costs and expenses (including attorney's fees) and damages or injuries known or unknown, real or personal, sustained by the undersigned or their child while in attendance and/ or participating in any Perkins programs. The parent/guardian and Student also agree that they will not hold Perkins responsible for the loss or damage of personal property while in attendance and/or participating in any of these programs.
 - c. The Parent/Guardian gives permission to Perkins, its owners and operators to seek medical treatment for the participant in the event they are not able to reach a parent or guardian.
 - d. I will declare any physical/mental problems, restrictions, or condition and/or declare the participant to be in good physical and mental health, upon registration.
 - e. As the legal parent or guardian, I release and hold harmless Perkins, its agents, members, subcontractors, employees, participants and volunteers from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant and/or the undersigned, while in or upon the premises or any premises under the control and supervision of Perkins, its agents, members, subcontractors, employees, participants and volunteers or in route to or from any of said premises.
18. **Dress Code:** The studio dress code must be adhered to at all times. There will be no exceptions. All Students, Student Assistants and Student Teachers are expected to follow the dress code. Students may be asked to sit out the class if they are not in proper attire.
- a. **GIRLS:**
 - i. Solid color leotard and tights, hair must be pulled back and secured firmly. NO JEWELRY.

- ii. BALLET: Black Leotard, PINK tights, hair must be in a BUN. NO JEWELRY.
 - b. BOYS:
 - i. For all classes: form fitting shirt and athletic pants/shorts.
 - ii. BALLET: Black tights and either a BLACK or WHITE form fitting top.
- 19. **Attendance:**
 - a. Consistent attendance is crucial to a student's continued progress.
 - b. Please call the studio if you are going to be late or absent from class.
 - c. NO REFUNDS will be given for missed classes.
 - d. If your student misses a class due to illness or injury, they may make up that class by taking any technique class but it must be cleared at the desk or you will be billed for the additional class.
- 20. **Competition Students:**
 - a. Any student committing to competition, will be required to attend the competition as well as all rehearsals. Dance-A-Thon and any additional rehearsal days will be mandatory.
 - b. USTD Regional Competition is May 31-June 2, 2024 in Binghamton, New York at the Anderson Center at Binghamton University. (all dates are tentative and subject to change)
 - c. There is a possibility that Perkins will be attending a Regional and/or National Competition(s) in Canada. Adults attending would require an Enhanced Drivers License or a Passport, and must follow all Border Regulations. Students under 18 must follow the most up to date Border Regulations.
- 21. **Notices:** All notices to be served upon the Students/Parents/Guardians by Perkins or

upon Perkins by the Students/Parents/Guardians shall be in writing and delivered personally or by registered or certified mail. Notices to the Students/ Parents/Guardians shall be addressed to the address above. Notices to Perkins shall be addressed to the address above.
- 22. **Waivers by Perkins or Student/Parent/Guardians Limited:** If either Perkins or Student/Parent/Guardian waive or fail to enforce any of their rights under this contract,

this does not mean that any other rights under the contract are waived. Further, if the Perkins or Student/Parent/Guardian waive or fail to enforce any of their rights under a specific paragraph of this contract, such waiver or failure to enforce such rights is limited to the specific instance in question and is not a waiver of any later breaches of such paragraph.

- 23. **Invalidity or Illegality of Part Contract:** If any part of this contract is invalid or illegal, then only that part shall be void and have no effect. All other parts of the contract shall remain in full force and effect.
- 24. **Modifications or Change of Contract:** The only way in which any of the provisions of this contract can be changed or modified is by a written agreement signed by both parties.
- 25. **Representation by Perkins:** The Perkins and the Perkins' agents have made no representations or promises except those contained in this contract. This contract sets forth the full understanding of the parties.
- 26. **Applicable Law:** This Contract shall be governed by the laws of the State of New York.
- 27. **Captions for Paragraphs of Lease:** The captions of the various paragraphs of this contract are for convenience and reference purposes only. They are of no other effect.

Dated: __ (Date of Registration) _____
_ (Electronically agreed by registrant) _____
_ Parent/Guardian

Perkins School of the Arts
_____ PSA _____
By: _____ Amber and Mikey Perkins __, Member