

# DANCE INSTRUCTION CONTRACT

## 1. 1. Parties, Dancer, and Enrollment

This Dance Instruction Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [STUDIO OR INSTRUCTOR NAME], located at [STUDIO ADDRESS] (the "Studio"), and [CLIENT NAME], residing at [CLIENT ADDRESS] (the "Client"). Instruction will be provided to [DANCER NAME], age [DANCER AGE] (the "Dancer"). If the Dancer is a minor, the Client is the parent or legal guardian and is personally responsible for all obligations here. The Dancer is enrolled in the following classes: [CLASS LIST, e.g., ballet level 2 on Tuesday, jazz on Thursday], totaling [WEEKLY HOURS] hours per week. Emergency contact is [EMERGENCY CONTACT NAME AND PHONE], and the Client will notify the Studio in writing of any change to contact or medical information.

## 2. 2. Season, Schedule, and Class Placement

The dance season runs from [SEASON START DATE] to [SEASON END DATE], including [NUMBER] weeks of instruction and the closures listed in [STUDIO CALENDAR]. Classes are held at [CLASS LOCATION] according to the published schedule, and the Studio may adjust class times, rooms, or instructors with reasonable notice to keep the schedule running. Class placement and any advancement is determined by the Studio based on the age, technique, and readiness of the Dancer, and placement decisions are final. If enrollment in a class falls below [MINIMUM ENROLLMENT], the Studio may combine or cancel the class and will offer a comparable alternative or a prorated credit. The Studio may add rehearsals before recitals or competitions, and the Client will be given the rehearsal calendar at least [REHEARSAL NOTICE, e.g., 30 days] in advance.

## 3. 3. Tuition, Auto-Billing, and Fees

Tuition is [TUITION AMOUNT] per month for the enrolled hours, billed on [BILLING DATE, e.g., the first of each month] for [NUMBER] months of the season regardless of the number of class weeks in a given month. A non-refundable annual registration fee of [REGISTRATION FEE] per Dancer or [FAMILY REGISTRATION FEE] per family is due at enrollment. The Client authorizes the Studio to charge the payment method on file automatically on each billing date for tuition and for any approved costume, competition, or merchandise charge, and will keep that payment method current. Tuition unpaid after [GRACE PERIOD, e.g., seven days] incurs a late fee of [LATE FEE], and a declined payment incurs a fee of [DECLINED PAYMENT FEE]. The Studio may withhold participation in recitals, competitions, or costume distribution while an account is past due. Tuition rates are fixed for the season and may change for the following season on [RATE CHANGE NOTICE, e.g., 60 days] notice.

## 4. 4. Costume, Competition, and Additional Charges

Recital costumes are ordered on behalf of each Dancer at an estimated cost of [COSTUME COST] per routine, with a deposit of [COSTUME DEPOSIT] due by [COSTUME DEPOSIT DATE] and the balance due by [COSTUME BALANCE DATE]. Costume charges are non-refundable once the order is placed with the manufacturer, and costumes are not exchanged for size changes after the measurement deadline. Competition dancers additionally owe entry fees of approximately [ENTRY FEE RANGE] per routine, choreography fees of [CHOREOGRAPHY FEE], and any convention, travel, or accommodation costs, all of which are non-refundable once submitted to the event producer. Recital tickets, videos, tights, shoes, and studio apparel are billed separately at published prices. The Studio will provide a written estimate of expected season costs beyond tuition at enrollment, understanding that event producer pricing may change.

## **5. 5. Attendance, Missed Classes, and Makeups**

Regular attendance is required, particularly after choreography for a recital or competition routine begins. Tuition is not prorated or refunded for classes the Dancer misses. A Dancer who misses a class may attend a comparable class at the same or lower level within [MAKEUP WINDOW, e.g., 30 days] as a makeup, subject to space, with no more than [MAKEUP LIMIT] makeups per season. A Dancer who misses more than [ABSENCE THRESHOLD, e.g., three] rehearsals in the [PRE-EVENT PERIOD, e.g., six weeks] before a performance may be removed from a routine or given a modified part at the discretion of the Studio, without any refund of costume or entry fees. If the Studio cancels a class, it will offer a makeup class, a substitute instructor, or a credit. Chronic lateness disrupts warm-up and may result in the Dancer being asked to observe rather than participate for safety reasons.

## **6. 6. Withdrawal, Refunds, and Termination**

To withdraw from a class or from the season, the Client will give written notice to [WITHDRAWAL NOTICE ADDRESS] at least [WITHDRAWAL NOTICE, e.g., 30 days] before the next billing date. Tuition continues to be charged until that notice period ends. Registration fees, costume charges once ordered, competition entry fees once submitted, and choreography fees are non-refundable in all cases. The Studio may terminate this Agreement and remove a Dancer for nonpayment, for repeated violation of studio rules, or for conduct by the Dancer or the Client that is abusive to staff, students, or families, and unearned tuition will be refunded within [REFUND PERIOD, e.g., 21 days] where termination is not for nonpayment. Withdrawal after costumes have been ordered does not entitle the Client to the costume unless the full costume charge has been paid.

## **7. 7. Recitals, Performances, and Commitments**

The year-end recital is scheduled for [RECITAL DATE] at [RECITAL VENUE], with mandatory dress rehearsal on [DRESS REHEARSAL DATE]. Participation in the recital is [RECITAL PARTICIPATION, e.g., expected for all enrolled dancers / optional with written notice by a stated deadline], and the Client will confirm participation by [PARTICIPATION DEADLINE] so that costumes and choreography can be planned. Recital tickets are sold separately at [TICKET PRICE] and are not included in tuition. The Dancer will attend the dress rehearsal and arrive at call time; a Dancer who misses dress rehearsal may be removed from the performance for safety reasons. Additional performances, parades, and community events during the season are optional unless identified as required in [REQUIRED EVENTS LIST]. Video and photography rules at the venue are set by the Studio and the venue, and unauthorized recording during performances may be prohibited.

## **8. 8. Dress Code, Footwear, and Grooming**

Dancers will attend class in the required attire for their class and level: [DRESS CODE BY CLASS, e.g., ballet requires a black leotard, pink tights, and pink leather ballet shoes with hair in a secured bun]. Proper footwear is required for each discipline, and street shoes are not permitted on the dance floor. Hair will be secured off the face and neck, and jewelry other than small studs will be removed for safety. A Dancer who repeatedly arrives out of dress code may be asked to observe the class. Required items may be purchased from [APPROVED VENDORS], and the Studio will provide the dress code list at enrollment and at the start of each season. Studio apparel is optional unless required for a specific performance.

## **9. 9. Health, Injury, and Assumption of Risk**

The Client acknowledges that dance is a strenuous physical activity that carries an inherent risk of injury, including sprains, strains, fractures, joint injuries, and injuries from partnering, lifts, tumbling, or floor work, and that such risks cannot be eliminated even with proper instruction and supervision. The Client represents that the Dancer is in adequate physical condition to participate and will disclose in writing any injury, medical condition, allergy,

medication, or physical limitation affecting participation, listed here: [MEDICAL DISCLOSURE]. The Dancer and the Client will report any pain or injury to the instructor promptly, and the Studio may require written clearance from a physician before a Dancer returns after an injury. The Client voluntarily assumes the ordinary risks of participation and releases the Studio from liability for injuries arising from those inherent risks, except for injuries caused by the gross negligence or willful misconduct of the Studio. Nothing in this section waives any right that cannot be waived under applicable law.

## **10. 10. Medical Authorization and Emergencies**

In the event of an injury or medical emergency, the Studio will attempt to contact the Client and the emergency contact immediately. The Client authorizes the Studio to seek emergency medical treatment for the Dancer, including transport by ambulance, if the Client cannot be reached and the situation appears to require it, and the Client is responsible for all resulting medical costs. Studio staff may administer basic first aid but will not administer medication except [MEDICATION AUTHORIZATION, e.g., an epinephrine auto-injector or inhaler supplied and authorized in writing by the Client]. The Client will keep insurance and medical information current with the Studio. The Studio maintains [INSURANCE COVERAGE, e.g., general liability insurance of \$1,000,000 per occurrence] and will provide evidence of coverage on request; that coverage is not medical insurance for the Dancer.

## **11. 11. Studio Conduct, Drop-Off, and Pickup**

Dancers, families, and guests will treat instructors, staff, and other families with respect, in the studio and in online communications. Dancers may arrive no earlier than [ARRIVAL WINDOW, e.g., 10 minutes] before class and will be collected promptly afterward; a late pickup fee of [LATE PICKUP FEE] applies after [LATE PICKUP GRACE, e.g., 15 minutes]. Minor Dancers will be released only to the Client or to a person listed at [AUTHORIZED PICKUP LIST], and the Studio does not supervise Dancers outside class and rehearsal times. Observation of class by parents is permitted [OBSERVATION POLICY, e.g., through the lobby window at all times, and in the studio during designated observation weeks]. The Studio may remove any person from the premises whose conduct disrupts instruction or is abusive toward staff or students.

## **12. 12. Media Release and Choreography Rights**

The Client grants or withholds permission for the Studio to photograph or record the Dancer in class, rehearsal, or performance and to use those images in studio marketing, website content, and social media here: [MEDIA PERMISSION: GRANTED / WITHHELD]. Permission may be revoked in writing at any time going forward. Choreography, combinations, and routines created by the Studio or its instructors remain the property of the Studio, and the Client will not reproduce, teach, or perform that choreography outside Studio events without written permission. Music used in class and performance is licensed by the Studio for those uses. Recording of class by families is not permitted without instructor consent, out of respect for other Dancers and their families.

## **13. 13. Closures, Weather, and Force Majeure**

The Studio will announce weather closures through [ANNOUNCEMENT CHANNEL, e.g., studio app, email, and social media] as early as practical. The Studio will offer a makeup class, a virtual class, or an extension of the season for classes lost to closure, and tuition is not refunded for individual closure days already accounted for in the season calendar. If instruction is restricted by a public authority, classes will move to a virtual format at the same tuition for the duration of the restriction. If the Studio cannot deliver more than [EXTENDED CLOSURE THRESHOLD, e.g., four consecutive weeks] of instruction in any format, either Party may terminate and the Studio will refund unearned tuition within [REFUND PERIOD, e.g., 21 days], excluding non-refundable costume, entry, and registration charges already committed.

#### **14. 14. Governing Law, General Provisions, and Signatures**

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution and, if needed, mediation. This Agreement, with the studio calendar, dress code list, and fee schedule, is the entire agreement between the Parties and replaces prior handbooks and verbal statements; amendments must be in writing, and the Studio will give at least [POLICY CHANGE NOTICE, e.g., 30 days] notice of any change to studio policies affecting fees or commitments. If any provision is unenforceable, the remainder stays in effect. STUDIO: [STUDIO OR INSTRUCTOR NAME]. Signature: \_\_\_\_\_. Date: [DATE]. CLIENT OR PARENT OR GUARDIAN: [CLIENT NAME]. Signature: \_\_\_\_\_. Date: [DATE]. DANCER IF 18 OR OLDER: [DANCER NAME]. Signature: \_\_\_\_\_. Date: [DATE].

#### **15. Disclaimer**

This template is provided for general informational purposes only and is not legal advice. Liability waivers signed by a parent on behalf of a minor are unenforceable or sharply limited in several states, automatic payment authorizations and season-long commitments are regulated as consumer contracts in others, and background check requirements for instructors working with minors vary widely. Review and adapt this document for your own studio and jurisdiction, and consult a licensed attorney and your insurer before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.

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