

TERMS AND CONDITIONS CONTRACT

Monthly Payment Option: Your account will be billed a prepaid MONTHLY TUITION on the 1st of each month. Payment is DUE on the 1st of each month. Once tuition has been billed you are responsible to pay for that month whether you attend classes or not. NO REFUNDS will be given for classes or private lessons not attended. **Tuition stays the same whether it is a 4 or 5 week month or holidays are scheduled as it is calculated on an annual basis and divided into 10 equal payments.** You will not receive an invoice in the mail.

Autopay: If you choose the Monthly Payment Option you must register for Autopay, you must tick the authorization box on your registration form and fill out the Credit Card Authorization section. We will then process your tuition payment for you.

Autopays are processed on the 1st of each month. If you have any changes to your credit card details you must fill out a new authorization form. Credit cards that are declined will be charged a 10% late fee if other payment is not received by the 5th of the month and a \$25 decline fee.

Full Year / Semester Payment Option: Your account will be prepaid on September 1st and February 1st (for semester). Payment is DUE in full on this date. Once tuition has been billed you are responsible to pay whether you attend classes or not. You will not receive an invoice in the mail. NO REFUNDS will be given for classes or private lessons not attended. Tuition is calculated on an annual basis and divided into 2 equal payments if Semester Option is selected. If tuition is in arrears your child will not be permitted to attend classes until it is paid. **Class Pass Option:** Prepaid card for 10 classes. The card expires on the last day of each semester. No refunds or credits will be given for any unused classes. Cards are non-transferable and non-refundable. Cards will not be replaced if lost or stolen. Please safeguard your card.

Payments/NSF Fee: We accept checks, cash, debit and major credit cards. If a check is returned for Non-Sufficient Funds or credit card is decline, your account will be charged a \$25 Return/NSF/Decline fee. Any delinquent accounts after 2 months will be sent to collections.

Delinquent Accounts: Any account that falls into arrears due to credit card decline or returned checks will incur a 10% late fee on the 10th of the month and will result in your child being unable to attend classes. You will still be responsible for paying tuition whether your child is in class or not. Tuition that is 2 months delinquent WILL be sent to collections. Unpaid tuition, costume fees, late fees or other charges that are sent to collections or retrieved in court will result in you paying tuition as well as any legal or court fees incurred.

Changing or Dropping Classes: You may not drop classes to take effect in the current month you are in. You must complete and sign a "Class Change Form" by the 25th of the current month to have your class change/drop effective for the following month. The class schedule change will then take effect for the following month. Your class will NOT be dropped or changed by informing your instructor or the front desk assistant. You MUST complete a class change form to make your change effective. There is a \$5 fee each time you make a change/drop to your class schedule. **By signing below you agree that if you do not fill out the "Class Change Form" by the 25th of the month you will be responsible for monthly tuition payments until the change/drop form is received in writing.** NO REFUNDS will be given for classes not attended. Drop forms are available at reception. NOTE: if you need to drop classes but do not complete a drop form, your tuition will continue to be charged and you will be responsible for tuition until the time we receive your drop form.

Full Year and Semester Payment Option: When you select this option you are enrolled for that period of time. NO REFUNDS will be given for classes not attended or should you wish to drop a class. Exception will be due to injury or illness with Doctors note.

Waiver of Liability: I hereby release, indemnify and hold harmless Fusion Performing Arts Center, its owners, members, advisors, Board of Directors and all employees, independent contractors and agents of these parties from all liabilities, suits, claims and/or demands of any kind or nature, legal or financial, whether caused in any way by the negligence or not, arising from the participation in or observation of any Fusion activity for injuries to any person or property, whether on or off premises. The student/participant named below does voluntarily participate in any and all Fusion activities and that the student/participant and I understand that certain risks are inherent during and to and from participation and involvement with Fusion and in its various formal and informal activities. Fusion is not responsible for any lost or stolen property, at any time. Any student or parent found to be violating any of the rules, codes of conduct, or found to be disruptive to either another individual, group or Fusion faculty may be asked to leave the premises or off-site location at any time and be refused reentrance without any full or partial refund.

Photo/Media Release: I hereby understand and am full aware that the student/participant named below may be participating in Fusion School, LLC activities in which I and/or the student/participant named below may be photographed or videotaped (the Property) from time to time. I hereby irrevocably grant to Fusion perpetually, exclusively and for all media throughout the world (including print, non-theatrical, home video, CD-ROM, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs, sound bites or video footage taken as a result of participation in Fusion activities. I hereby agree that I will not bring or consent to others bringing claim or action against Fusion, its owners, members, Board of Directors, and all employees and agents of these parties from and against any all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities and damages whatsoever that I may hereafter have against Fusion in connection with the Property. This agreement shall not obligate Fusion to use the Property or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the Property. Fusion shall have the right to assign its rights hereunder, without my consent, in whole or in part, to any person, firm, corporation or organization.

Class Attendance: Missed classes may be made up in any group classes of the same level or lower. There are NO make-ups for Private Lessons, unless cancelled by the teacher. However private students may take a group class in the same discipline as a make-up.

As the undersigned, I agree that I have read all information provided by Fusion and I have reviewed the Parent/Student Handbook. Furthermore, I have reviewed the statements concerning email correspondence and I am full aware of the implications set forth. I agree that all the information has been provided to me in a clear and concise method and any questions that I presented have been answered in an acceptable manner. I understand and agree to the contract terms and rules that are listed above:

Student Name _____ Date _____

Parent/Guardian Signature _____ Print Name _____

STUDENT HEALTH HISTORY

Due to the highly physical demands of dance and other performances it is necessary to provide the following information. Therefore it is necessary that each student and/or their guardian understand these risks. Fusion and its teachers will not be held responsible for any personal injury incurred by students. By signing this form you also agree not to hold the school, its staff or any teacher or guest teacher responsible for any injuries that the student below may incur while performing or taking classes at Fusion. Please remember that all information will be considered confidential.

Student _____

Emergency Contacts:

1. _____

2. _____

List any known allergies:

List all conditions being monitored by a physician including seizures, heart conditions, head injuries, learning disabilities, emotional difficulties, etc.

List any special instructions in the event of a health crisis:

I, the parent or legal guardian, verify that the above information is accurate and complete.

As the parent legal guardian of the student/participant named above, I request and authorize that in my absence the student/participant named above be admitted to any hospital or medical facility for diagnosis and treatment. I request and authorize physicians, dentists, and staff, duly licensed as Doctors of Medicine /Osteopathy or Doctors of Dentistry or other such licensed technicians or nurses, to perform any diagnostic procedures, treatment procedures, operative procedures and x-ray treatment of the student/participant named above. I have not been given any guarantee as to the results of examination or treatment. I hereby authorize Fusion School, LLC, its owners, members, Board of Directors, and all employees and agents of these parties to act for the student/participant named above according to their best judgment in providing or arranging for emergency care in any emergency circumstance requiring medical attention. I authorize the hospital, medical or care facility to dispose of any specimen or tissue during the course of any diagnosis, treatment or other normal and customary procedures.

Signature _____