**Dance Studio Agreement**

This **Agreement** by and between UNIX LLC (“Studio”) and \_ \_\_ (“Student”) is made effective this day \_\_\_\_\_ \_\_\_.

 Studio provides a dancing facility and dancing instruction services (“Services) and Students desires to engage such Services. Studio and Student agree as follows.

1. **Engagement of Instruction**.

Student hereby choses one of the membership plans (with prices and refund policies) as attached as Exhibit A.

1. **Payment**.

Student must have made payment in full before receiving Services.

1. **Termination of Chosen Plan and Refund Policy**.

Student who cancels her chosen plan may/may not be entitled to refund of her payment, subject to the termination polices for each plan specified in Exhibit A.

1. **Property of Studio**.

Student acknowledges and agrees that all choreography, dance routines, designs, and photographs and videos taken during any dancing session in which Student may/may not be a part, are property of Studio. As such, Student expressly consents to waive any claim of ownership of said choreography, routines, designs. photographs, and videos.

1. **Follow Rules**.

Student must follow all safety rules and guidelines of Studio including written policies of Studio as well as other guidelines and requirements on uniforms, shoes, warm-up protocols, and other safety related instructions from instructors and/or staff of Studio.

1. **Waiver Release of Liability and Indemnity**.

Student acknowledges, agrees and understands that: (i) one must be in good health and proper physical condition to dance; (ii) there are certain risks involved with dancing and learning to dance under an instructor that may result in bodily injury or even death to Student or fellow students and instructors, due to the acts of running, jumping, stretching, sliding, diving, and collisions; (iii) Student voluntarily elects to accept and assume all risks of injury incurred or suffered while on the premises of Studio dancing or otherwise. Student hereby agrees to release, discharge and agrees not to sue Studio or its owners, officers, agents, advisors, instructors, employees (the “Released Party” or “Released Parties” as the case may be), for any claim, damages, costs or cause of action which may arise as a result of injuries or damages sustained by Student for whatever reason including but not limited to negligence or breach of contract or wrongful conduct of the Released Parties. Student further agrees to fully indemnify Released Parties if any Released Party suffers any damage as a result of any third party claim against such Released Party due to Student’s negligence or wrongful act.

STUDENT ACKNOWLEDES THAT STUDENT HAS READ AND THAT STUDENT UNDERSTANDS THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION TERMS AND AGREE TO ABIDE BY THEM.

1. **Final Agreement**.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

1. **Notices**.

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

 If to Student **(please write your complete mailing address below):**

 \_ \_\_

 If to Studio: 301 W.Parker Road,Suite 119,Plano,TX 75023

1. **Governing Law and Severability**.

This Agreement shall be governed by the laws of the State of Texas and any dispute arise under this Agreement shall be resolved first through mediation before resorting to any court in Collin County, Texas. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

 IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

 [UNIX LLC]

 By: \_\_\_\_\_\_Xinlin Jiang\_\_\_\_\_ \_\_\_\_

 Xinlin Jiang, President

Student:

 [Print Name of Student]

Exhibit A

Dance Plans, Prices, and Refund Policies.

Choose plan：（ ）

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 计划 | 会员类别 | 价格（$） | 课时(次) | 有效期 | 政策 |
| A | Diamond | 1580 | 70 | 20个月 | 允许请假一次，最长不超过三个月 | For your own use only;Cannot be transferred to another person.No refund after purchase. |
| B | Platinum | 960 | 40 | 12个月 | 允许请假一次，最长不超过45天 |
| C | Gold | 520 | 20 | 7个月 | 允许请假一次，最长不超过15天 |
| D | Silver | 280 | 10 | 4个月 | 允许请假一次，最长不超过7天 |
| E | Broze | 150 | 5 | 2个月 | 不允许请假 |  |
| F | Unlimited A | 2099 | 不限 | 12个月 | 允许请假一次，最长不超过三个月 | 1、 不允许退款和转让。2、 课程取消请提前24小时，两次约课但是没有出勤，将冻结会员卡两周不能约课。3、只限约所有团课。 |
| G | Unlimited B | 1099 | 不限 | 6个月 | 允许请假一次，最长不超过45天 |
| H | Unlimited C | 698 | 不限 | 3个月 | 允许请假一次，最长不超过15天 |

补充：1、会员在约课14小时内无法取消，不论有没有来，都将正常扣款；2、约课人数不满8人，课程可能自动取消，最终决定权归UNIX LLC。