**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：（ A ）

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Plan | Membership | Price（$） | Class (Frequency) | Policy |
| A | UnlimitedMonthly Plan(Requires six months contract) | 199 per month | Unlimited | 1. Refunds and transfers are not allowed.
2. Minimum subscription is 6 months.
3. Please cancel your course appointment at least 24 hours before your shceduled time, If you miss two classes,the membership card will not be used for two weeks.
 |

Supplement: 1. If the number of participants is less than 8, the course may be automatically cancelled.

Recurring Credit Card Payment Authorization

You authorize regularly scheduled charges to your credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I authorize to charge my

(Cardholder’s Name) (Merchant’s Name)

Credit Card indicated below for $ on the of

(Amount $) (day)

each . (week, month, etc.)

# Billing Information

Billing Address Phone #

City, State, Zip Email

# Card Details

* Visa ☐ MasterCard ☐ Discover ☐ American Express

Cardholder Name Account/CC Number

Expiration Date /

## CVV

Zip Code

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify

 in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

## SIGNATURE

(Cardholder’s Signature)

## DATE