

## CONDITIONS AND DEFINITIONS

1. If in Student's opinion any dance lesson is not satisfactory, that dance lesson will be granted free of charge if Student informs the Owner/Franchisee or manager on the same day the dance lesson is taken.
2. The Owner/Franchisee agrees to provide Student with facilities for taking dance instruction, and to instruct Student in accordance with the "Fred Astaire Dance Studios" methods and dance curriculum. The Studio does not guarantee the services of any particular instructor nor the same instructor for all dance lessons.
3. Student agrees to rearrange and complete all dance lessons and/or services as expressly provided in this agreement within one (1) year from the date herein. Owner/Franchisee shall not be obligated to provide any unused or expired dance lessons or services after one year. The teaching or honoring of any dance lessons and/or services beyond the terms of this provision or the expiration of this agreement shall not be deemed as a waiver of this expiration provision by the Studio.
4. All dance lessons shall be scheduled at specific times during regular Studio hours. If Student wishes to cancel or change an appointment(s), Studio must be notified eight (8) hours in advance to avoid being charged for the dance lesson.
5. Student agrees that, in consideration of the Studio's ongoing overhead expense and the full-time employment of trained dance teachers to deliver the dance lessons contracted for within the specified term, the private dance lessons will be charged against Student's untaught lesson balance as used with a minimum charge computed on the basis of the monthly average of Student's frequency of attending lessons or four hours per month whichever is greater. Class dance lessons, student group practice parties, and video study sessions (if any or all designated), will each be charged off proportionately to private dance lessons.
6. **CONSUMER RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BY DELIVERING OR MAILING A NOTICE OF CANCELLATION BY CERTIFIED OR REGISTERED UNITED STATES MAIL TO THE ADDRESS OF THE STUDIO IN THIS CONTRACT. IF YOU CANCEL THE CONTRACT WITHIN THREE (3) DAYS FROM THE DATE OF RECEIPT, YOU WILL BE ENTITLED TO A FULL REFUND. TO CANCEL A CONTRACT WITHIN THREE (3) DAYS FROM THE DATE OF RECEIPT BY REGISTERED OR CERTIFIED MAIL, SUCH MAIL MUST BE POSTMARKED WITHIN THE THREE (3) DAY PERIOD. AFTER THE THREE (3) DAY PERIOD, YOU MAY BE ASSESSED A REASONABLE AND FAIR SERVICE FEE. IF YOU UTILIZED SERVICES AND SUBSEQUENTLY CANCEL THE CONTRACT, YOU WILL BE CHARGED ONLY FOR INSTRUCTIONAL SERVICES ACTUALLY FURNISHED AND A REASONABLE AND FAIR SERVICE FEE, AS DEFINED IN PARAGRAPH © OF SUBDIVISION 1 OF SECTION 394-B OF THE GENERAL BUSINESS LAW OF THE STATE OF NEW YORK. A BREACH OF THIS PROVISION SHALL SUBJECT THE SELLER OF THE SERVICES WHICH ARE THE SUBJECT OF THIS AGREEMENT (THE STUDIO) TO PAY DAMAGES UP TO TWICE THE AMOUNT OF THE ACTUAL DAMAGES PLUS REASONABLE ATTORNEYS FEES.** If the studio refuses or fails to give you the refund, or the studio closes, you should mail a copy of the notice of cancellation to New York Dance Creations, Inc., 30 Wyldwood Drive, Tarrytown NY 10591 and FADS USA Inc., The National Licensor of the trade name Fred Astaire Dance Studios, 151 Hazard Avenue, Suite #12, Enfield, CT 06082 No special format or notarization is necessary.  
THIS CONTRACT IS INVALID IF THE FULL NAME, ADDRESS AND PHONE NUMBER OF THE AREA FRANCHISOR ARE NOT PROVIDED.  
All moneys for unused lessons paid pursuant to a contract shall be refunded within thirty (30) business days of receipt of such notice of cancellation. If the Student or the prospective Student has executed any credit or loan agreement to pay for all or part of the dance instruction services, any such negotiable instrument executed by the Student or the prospective Student shall also be returned within thirty (30) days. A Student or a prospective Student who cancels a contract within three (3) days of execution shall be entitled to a full refund of the total contract price within thirty (30) business days of receipt of the notice of cancellation. If the notice of cancellation is received more than three (3) days after execution, the Studio may assess reasonable and fair service fee, in accordance with the terms of paragraph 8 of this agreement. In addition, the Studio shall be entitled to deduct the prorated cost of any dance instructions provided by the Studio from the amount to be refunded.  
If the Student or prospective Student fails to attend dance lessons for a period of five (5) consecutive appointment days on which classes under the contract were prearranged and scheduled with the Student or the prospective Student, the contract shall be deemed to be cancelled, unless the Student or the prospective Student otherwise provides written consent to maintain the contract. In the event the contract shall be deemed cancelled, all monies paid pursuant to the contract shall be refunded within thirty (30) business days of the cancellation; provided, however, that the Studio may withhold an amount sufficient to cover the prorated cost of the prearranged and scheduled classes in which the Student or the prospective Student failed to attend.
7. Refund for canceled or missed trips, dance competitions or other such services to be provided by a third party shall be subject only to those penalties or charges imposed on the Studio by a third party for prearranged services such as transportation, lodging, tours, admissions, entry fees and other such services incidental to and in connection with the scheduled activity.
8. **DEFINITIONS:** For purposes of this contract the following definitions apply:  
"Total contract price" shall mean the total cash price paid or to be paid by the Student or prospective Student for the dance instruction or dance instruction service which is the subject of the contract or written agreement.  
"Notice of cancellation" shall be deemed to have been provided by a Student or prospective Student either by mailing or delivering written notification to cancel the contract to the Studio or by failing to attend dance instruction lessons for a period of five (5) consecutive appointment days on which the classes which are the subject of the contract were prearranged with the Student or the prospective Student.  
"Reasonable and fair service fee" shall mean no more than ten percent (10%) of the total contract price for contracts equal to or less than the sum of one thousand dollars (\$1,000). For contracts with total contract prices more than one thousand dollars (\$1,000), the term "reasonable and fair service fee" shall mean the sum of no more than (a) one hundred dollars (\$100) plus (b) an amount equal to five percent (5%) of the amount of the total contract price over one thousand dollars (\$1,000), in an amount not to exceed the sum of two hundred fifty dollars (\$250).  
"Initial contract" shall mean the Student's, or the prospective Student's, first contract for dance instruction by the Studio. All subsequent contracts shall be referred to as "renewals." Contracts for dance instruction which are entered into, after a lapse of contractual service for a period of twelve (12) consecutive months, shall be deemed to be an initial contract.  
"Dance instruction service" shall mean any service or a thing of value, including a contest or a competition, other than dance instruction, sold, organized, sponsored or promoted by any dance studio, or by its employee or agent, including any person or organization associated or affiliated with the franchise operation, franchisee, employee or agent.
9. **OTHER THAN AS REQUIRED BY THE PROVISIONS OF NEW YORK GENERAL BUSINESS LAW sec. 394-d, THIS AGREEMENT IS SOLELY BETWEEN STUDENT AND THE OWNER/FRANCHISEE, DESCRIBED HEREIN, WHO IS AN INDEPENDENT CONTRACTOR, DOING BUSINESS UNDER THE TRADE NAME OF "FRED ASTAIRE DANCE STUDIO." THE OWNER/FRANCHISEE IS NOT AN AGENT OF THE FRANCHISOR, THE ESTATE OF MR. FRED ASTAIRE, OR ANY OTHER PERSON OR CORPORATION WITHIN THE FRED ASTAIRE DANCE STUDIO ORGANIZATION AND ONLY THE OWNER/FRANCHISEE AND STUDENT SHALL BE BOUND BY THE TERMS OF THIS AGREEMENT. ALL AGREEMENTS BETWEEN STUDENT AND THE OWNER/FRANCHISEE FOR SERVICES WITH A COST IN EXCESS OF THE SUM OF \$500.00 MUST COMPLY WITH THE PROVISIONS OF NEW YORK GENERAL BUSINESS LAW sec. 394-b(2).**
10. Any paid unused and unexpired dance lessons or services remaining under any unexpired previous student enrollment agreement shall continue to be valid and any unpaid balances owed to Studio shall be incorporated into this agreement.
11. Student agrees not to associate with any Studio personnel outside the Studio or to give or loan anything of value to Studio personnel during the term of this agreement. To protect the Studio from unfair competition by any Studio personnel Student also agrees not to directly or indirectly aid or assist such personnel to engage in any capacity in the teaching of dance lessons or providing services which employ the know-how or knowledge obtained as an employee of the Studio within a 25-mile radius of the Studio during the stated term of this agreement or to solicit other students or personnel of the Studio for such purpose.
12. This course of dance instruction and/or services or any portion thereof, may be sold, assigned or transferred by will or otherwise to any charitable foundation or persons other than former or present students of Studio.
13. Student understands and agrees that all bonus lessons given by Studio to Student are to be used after all purchased lessons have expired and all bonus hours have no cash redemption value and are nonrefundable. All bonus lessons are given at the sole discretion of the Studio and may be revoked at any time by the Studio.
14. The Studio may assign this agreement to a third party with the written consent of the Student or prospective Student. Upon written notification to Student all payments owed to Studio by Student shall be paid directly to such third party.
15. Any controversy or claim arising out of or relating to this agreement shall be settled solely by arbitration in accordance with the arbitration rules of the American Arbitration Association or Better Business Bureau, option to be determined by the Owner/Franchisee. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All fees and expenses in connection with the arbitration shall be shared equally by the parties. Any action or arbitration on this agreement must be brought within 12 months from the date the cause of action arises or within six months from the expiration of this agreement, whichever occurs first.
16. This agreement is entire, and not severable, divisible, or cancelable except as expressly provided herein. If any particular provision of this agreement is held invalid or unenforceable, same shall not affect the other provisions of this agreement. Oral representations are not a part of this agreement unless expressed in writing herein.
17. I fully understand and acknowledge that there are risks and dangers associated with participation in dance events and activities which could result in bodily injury. These risks and dangers, including communicable diseases, may be caused by my action, inaction or negligence, or the action, inaction, or negligence of others. There may be other risks that are not known or that are not reasonably foreseeable at this time. I accept and assume all such risks and responsibility for any losses and/or damages following any injury, however caused and whether caused in whole or in part by the negligence of the Releasees named below. I acknowledge that the Studio will not render any medical services including medical diagnosis of any physical condition. I affirm that I am in good health and suffer no physical impairment that could limit my use of the facilities of the Studio. I hereby release, waive, discharge, and covenant not to sue the Studio, its owners, or any instructors at the Studio. I specifically agree that the Studio, its officers, members, employees, agents and legal representatives, whether acting in their business or individual capacities, and their successors and assigns (each a "Releasee" and collectively the "Releasees") shall not be liable for any claim, demand, or cause of action of any kind whatsoever for, on account of death, personal injury, property damage or loss of any kind resulting from or related to my use of the Studio facilities or my participation in any dancing, or exercise activity within or without the Studio premises, and I agree to hold the Releasees harmless for same.
18. I understand that all photographs or video taken at the Studio are the property of the Studio. I grant full permission for the Studio to use my photograph(s) and or video appearance(s) for promotional use in their marketing materials. Revision 1/18/2021