

### **General Policy for Students:**

- **No Refunds:** Once payment is made, it is non-refundable, non-exchangeable unless the class is canceled by PMT Dance Studio or has a substitute that was announced AFTER the time of purchase. The latter of these two stipulations only apply towards Drop In classes.
- **Lateness (In Person AND Online):** Students will not be permitted into class more than 20 minutes after it starts. This is also at the teacher's discretion – meaning that if a teacher decides that they do not want any late students, they have the right to deny entry. NO refunds or exchanges will be given for late arriving students.
- The customer is responsible to make sure they meet the minimum level requirements of the class(es) they attend. They are also responsible to be prepared for the class and to be dressed appropriately.
- Customers agree to follow all classroom rules and etiquette detailed by either the teacher OR PMT Dance Studio. This includes dressing appropriately, behaving in a manner that is not disruptive to the teacher or other students. Customers must be able to perform the required elements of a class.
- While we will absolutely try our best, we cannot guarantee the complete satisfaction of all student, students are responsible for researching a dance genre, class or teacher prior to taking a class. Our website and staff are available to assist to the best of their ability.
- If a class is at capacity, we reserve the right to deny entry to unpaid OR late arriving students. PMT Management reserves the right to set the class capacity at our discretion, solely.

### **Drop In Classes & Class Cards:**

5, 10 and 20 class cards expire 1 year from date of redemption. Purchaser has 6 months to redeem their class card (from the date of purchase). The date of redemption is defined as the date in which the purchaser/customer activates their class card/membership.

Class Cards may only be used by the purchaser and cannot be shared by multiple users. Class cards are only valid towards regularly offered drop in classes and may not be applied towards Youth Programs, Performance Programs or special guest classes.

The expiration date of 5, 10 and 20 class cards may be extended for 30 days for a fee of \$25.00. If there is an extenuating circumstance, such as serious injury or illness, death in the family or some other unforeseen circumstance, class cards may be transferred, suspended or exchanged. All requests to do this must be approved with written consent by PMT Management, for which PMT Management is the sole judge. PMT Dance Studio is not obligated to accommodate any requests for exchange, transfer or suspension of service. Please email [pmthouseofdance@aol.com](mailto:pmthouseofdance@aol.com) to inquire.

All purchases are NON-REFUNDABLE. No exceptions.

#### **Online Class Requirements:**

- Space to move, without obstruction (consult your instructor)
- Sufficient Internet Connection
- Phone, tablet or computer
- Only 1 person per device.
- You **MUST** turn on your camera. If you don't do so, you will not be able to take the class.
- Do not be more than 20 minutes late. Out of respect for the class, arrive on time.

#### **Membership:**

1. Membership does not include free classes in our Performance Workshops, Kid Hop, Youth or Junior Company classes. 6 month and One-Year members are eligible for 10% discount toward these programs AND space rentals, however.
2. Your membership can be activated any time within six months of the purchase date. If it is not redeemed within 6 months, it will automatically be activated 6 months from the purchase date.
3. Requires Member Agreement before activation.
4. Member Benefits are valid **ONLY** for the duration of your membership. Member benefits cannot be transferred. They cannot be combined with other discounts or special offers.
5. Membership cannot be transferred. Membership benefits cannot be used by anyone other than the member.
6. Membership fees are non-refundable. All purchases are final.
7. Certain purchases may not be available online (ie - merchandise or tickets). These purchases can only be made on premises with your membership card.

## Workshops:

- General class cards are NOT valid towards Performance Workshops.
- Workshop Registration fees are only applicable towards to the workshop purchased. They can be applied towards any other classes or workshops.
- Missed or lost classes cannot be redeemed, exchanged or refunded. It is the student's responsibility to attend classes and to make arrangements to make up missed material.
- **Performance is mandatory.**
- Students enrolling after the first day are responsible for picking up any missed material. In fairness to all students, late registering students will still have to pay the full registration fee. Students who do not meet the behavior, attendance or participation requirements of the course may be expelled from the workshop without refund – for which the teacher or PMT Management shall be the sole judge.
- There are NO refunds unless class is cancelled by PMT Dance Studio. Students will be allowed to enter class only after their registration is completed and their workshop(s) is paid for completely.
- LEVEL PLACEMENT
  - Note: Students do not have to place in Beginner Performance Workshops.
  - The first day of the workshop will act as a day to assess level placement in addition to a class day. Each teacher reserves the right to place students as they see fit. Students are responsible for making sure they meet the level requirement of the class. If teacher require extra rehearsals to meet the performance goal, you are obligated to meet that performance goal and any rehearsals deemed necessary by the teacher. If after the FIRST DAY either the student or the teacher assess that the student does not meet the level requirement for the performance workshop, you will be charged for a single class and CREDITED for the remaining difference. This credit may be applied to another workshop or any other purchase here at PMT and it does not expire. We strongly advise all students to make sure they meet the level requirement. 2 years experience is recommended for any Adv. Beg/Int. workshop. Drop in classes for most teachers are available to better assess your level. Please email with any additional questions.

## **Youth Program:**

### **REFUND:**

All registration fees are non-refundable and non-exchangeable with the following exception - A \$50 cancellation fee shall be applied if registration is canceled with at least 7 days notice (prior to the start of the class). No refunds, exchanges of any type shall be granted after this time. Semester tuition can not be carried over to other sessions or semesters. Students will be allowed to enter class only after their registration is completed and tuition is paid up to date. PMT Dance Studio is not required to schedule make up classes for students who are absent.

### **CANCELLATION**

PMT Dance Studio reserves the right to cancel classes that do not meet the enrollment before the first class. Classes, faculty and schedule are subject to change.

### **CLASS SIZES**

Class sizes are limited to keep the classes enjoyable and comfortable for our students.

### **SHOW TICKET & COSTUMING**

Tickets for the show/recitals are sold separately and are NOT included in tuition.

Costume is not included.

### **SUPERVISION**

Adult supervision ends at the end of each class. Students waiting for their parents past the class time will be instructed for pick up in our common area. Children are the responsibility of the parents upon the conclusion of class(es).

### **LOYALTY REWARDS**

Students must be enrolled in a full season of our Youth Programs within the past year. Loyalty rewards do not apply to partial or half season enrollments.

### **COVID-19 Related Policies (in effect until further notice)**

#### **Policy on Cancellation or Absence - IN PERSON CLASSES**

Due to the extraordinarily limited number of spots available for in person classes due to COVID-19, the following policy is in place to ensure spots are properly utilized:

1. 12 hours notice is required to cancel or change a reservation for a class.
2. If a cancellation is received with less than 12 hours notice, or you do not show up for class, the customer will be required to pay a \$10.00 late fee within 24 hours. If this fee is unpaid, accounts will be frozen until this payment is received. **This is not a situation we welcome.** However, until COVID-19 is no longer a threat, we have an obligation to make sure we provide as many opportunities to dance as possible.
3. We reserve the right to further restrict the ability to sign up for classes if classes are continually late cancelled or no showed. This includes revoking or preventing the purchase of Membership if it is used in a way that simply holds spots without utilization.
4. Exceptions will be made on a case-by-case basis provided something unforeseen occurs which prevented them from attending class or if the spot is successfully filled by someone on the waitlist. However, you will still be responsible for the class fee.

We have a high demand for our in person classes as we continue to lead our community back to the dance floor. We want to be sure everyone can have the chance to enjoy this opportunity. To avoid issues, communicate with us. If we are able to fill the spot, there will be no penalty.

### **Liability Waiver**

All customers hereby release the PMT Dance Studio, its Board, staff and instructors from any and all claims for damages, injuries, theft or loss of property, which I may incur on the school premises.

Whether as an individual and as a parent/guardian/supervisor of a participant, customers understand and acknowledge that participation in PMT Dance Studio programs may expose them or any minor or persons under their supervision to activity-related risks and risk of accidental injury including death, damages or loss. It is understood that although precautions are taken by PMT Dance Studio, patrons are responsible for their own safety. Patrons are aware that there are certain risks involved when they or any minors or persons under their supervision participate in PMT Dance Studio programs and knowingly assume all risks and hereby collectively and individually release from responsibility and agree to indemnify and hold harmless the PMT Dance Studio, its officers, agents, board of directors, representatives, employees, independent contractors, volunteers and assigns from all rights, claims, demands, and injuries, including death, damages or loss of any kind, known and unknown, for which the participant/patron may sustain as a result of participating in any and all activities connected with or associated with such PMT Dance Studio programs. Patrons accept the responsibility that they and any minor or persons under their supervision have no physical or psychological condition that would prohibit themselves or anyone under their supervision from participation in PMT Dance Studio programs. Patrons agree that they have taken all precautions, including but not limited to, wearing proper attire, consulting a physician, consuming the necessary nutrition, bringing water or fluids as needed. They hereby authorize the PMT Dance Studio to act for me and any minor or persons under my supervision according to their best judgment in any emergency requiring medical attention.

Furthermore, patrons accept that they are responsible for their personal belongings and hereby indemnify PMT Dance Studio and its respective directors, agents, guest, customers, attendees, officers,

employees and representatives from and against any and all claims, suits, proceedings, damages, judgments, and expenses (including, without limitation, reasonable attorneys' fees) or settlement thereof in connection with or arising from damaged or lost property.

Patrons do hereby release and grant permission for the PMT Dance Studio to use any photos of me or any minors or persons under my supervision for promotion and advertisement purposes without remuneration.

In participating in studio activities and programs, all patrons acknowledge and consent to the terms stated herein.

### **COVID-19 CUSTOMER AGREEMENT, WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for my safety and actions while using PMT Dance Studio. I agree to comply with all PMT Dance Studio policies and rules, including but not limited to all PMT Dance Studio policies, guidelines, signage, and instructions either on premises, provided via email to you or your associates or posted online via [www.pmthouseofdance.com](http://www.pmthouseofdance.com). Because PMT Dance Studio is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue PMT Dance Studio its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using PMT Dance Studio, or otherwise, while participating in any activity while in, on, or around PMT Dance Studio and/or while using any PMT Dance Studio facilities, tools, equipment, or materials.
2. I agree that I have taken, to the best of my ability, all safety pre-cautions and completed all tasks required by PMT Dance Studio, state and local authorities prior to entry. I agree to follow all PMT Dance Studio policies as detailed on premises, via email correspondence or on [www.pmthouseofdance.com](http://www.pmthouseofdance.com). I agree that all members of my party, including myself, shall wear a face mask always covering the nose and mouth while in public, disinfect hands upon entry, avoiding contact with other people (outside of your own group) and our staff & maintain social distancing of at least 6 - 12 feet between persons. I acknowledge that PMT Dance Studio is not required or obligated to provide face masks, hand sanitizer or any other preventative materials for an individual. I agree that every member of my party, including myself, is responsible to provide their own preventative materials, equipment, protective wear and sanitizers as required herein. I agree that, to the best of my knowledge, I am not ill or exhibiting any symptoms of any illness including, but not restricted to, fever, cough, excessive sneezing, sore throat or any other symptom indicative of an illness. I declare that I have observed all CDC recommended and government mandated testing and quarantine procedures associated with traveling outside of the state of NY.
3. I declare that I have answered all questionnaires issued by PMT Dance Studio honestly and to the best of my ability. Furthermore, I declare that I do not have any health issues that would impede

breathing or be prohibitive from properly wearing a face mask that would cover the nose and mouth.

4. I declare that I have not been infected with COVID-19 or traveled to or from a place that requires self-quarantine by NY State, within 14 days of any visit. I declare, that to the best of my knowledge, I am not infectious of COVID-19 and that I take all necessary precautions in my daily life to prevent the spread of COVID-19.
5. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of PMT Dance Studio facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
6. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using PMT Dance Studio to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that if I fail to adhere to the terms of this agreement you shall be subject to immediate expulsion from the space, without refund, solely at your cost. I agree that this Wavier of Liability shall be governed by and construed in accordance with New York law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of New York lifts all COVID-19 related mandates.