

# Competition Team Student/Parent Contract

Synergy Dance Company "SDC"

This Contract states the terms and conditions that govern the contractual agreement between Synergy Dance Company having its principal place of business at 1459 Atlantic Blvd, Neptune Beach, Fl, and [Client Parent], and [student] who agree to be bound by this Agreement.

WHEREAS, the Client desires to retain the services of "SDC" to render services according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

#### 1. Term

This Agreement shall begin on August 14th, 2023 and continue for 2023-2024 season.

### 2. Studio Services

The Company agrees that it shall provide its expertise to the Client for all things pertaining to the competition team.

## 3. Compensation

In consideration for Services, the Client shall pay SDC at the rate of \$[Rate] (insert rates here). The [Company] shall invoice the Client once every [Invoice time frame] and such invoices shall be due and payable within [Invoices payable within time frame] days of the Client's receipt of the invoice. (Add additional fee schedule here)

# 4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that SDC will hold all intellectual property rights in any work product resulting from Services including, but not limited to, copyright and trademark rights. The Client agrees not

to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

## 5. Confidentiality

The Client shall not disclose to any third party any details regarding Synergy Dance Company's business, including, without limitation any information regarding any of SDC's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Client.

## 9. Indemnification

The Client agrees to indemnify, defend, and protect Synergy Dance Company and its employees from and against all lawsuits and costs of every kind including reasonable legal fees due to any act or failure to act by the Company and its employees based upon the Services Rendered.

## 10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties. By Signing this document you agree to all rules, policies, and guidelines set forth and make note that you will also be held to other rules, policies or guidelines to be distributed at a later date.

## 11. Applicable Law

This Competition Team Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the federal and state courts located in Duval County, Florida.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[Company]			
[First name]	[Last name]	 [Date	
[Coach]			
[First name]	[Last name]	 [Date]	
[Coach]			
[First name]	[Last name]	 [Date]	
[Client]			
[First name]	 [Last name]	 [Date]	
[Client Parent/Guardian]			
[First name]	 [Last name]	 [Date]	
[Client Parent/Guardian]			
[First name]	 [Last name]	 [Date]	

#### Synergy Dance Company Competition Team Rules and Policies

Synergy Dance Company takes pride in providing all dancers and parents with expert dance training and a positive learning experience for all involved. **PURPOSE:** The purpose of the SDC Team is to provide young dancers with an opportunity to participate in an activity and develop sportsmanship, character, and competitiveness, as well as; encourage high standards, and develop or increase skills in dance, responsibility, leadership and self-discipline. Participation on the Dance Team is a privilege, not a right. As a member of the Dance Team you represent our studio; and your conduct and actions in class, on the stage, and in the community should reflect the values we have set forth. Team members must show determination, dedication, and desire to be a productive member of this team.

This document has been created to clearly explain all expectations that are put forth for all dancers and parents involved in this program. The following structured rules and policies will result in a positive and successful competitive dance education experience for all.

Dancers, congratulations on being selected to be a part of our competition program! Be proud of your accomplishments. Always stay committed to your classes, dance full-out, and pay attention to your teachers. Those who listen to every correction and apply themselves in every class and rehearsal shall succeed. Remember to show respect to all faculty members, parents, and all students at the studio. We are all in this together. **MEMBERSHIP:** To be on the performing team, members will need to successfully complete tryouts, have outstanding participation in dance practices and routine tryouts, maintain a highly cooperative attitude and follow the team Contract and Covenants. The quality of an individual member's participation, age, and skill level will determine their place, if any, on the competition team(s). The final decision as to membership rests with the teacher(s).

- A ballet, tap, and jazz class is required for all dance team members.
- All members must pass a tryout to be a member of the Team.
- Members are notified in advance with the date(s) of tryouts for the team. These tryouts are not optional for current members.

Parents, our competitive program requires a positive atmosphere from all involved. Cooperation between all parents is always expected. Please show respect for faculty members, other parents, and all dancers. A positive and enthusiastic outlook on this program extends to your child. Negative comments and feedback can be harmful to your child's progress and education.

The rules and policies listed in this document are subject to change at any time.

All rules and policies are mandatory for all parents and students. Failure to comply with any of the rules, policies, and procedures of Synergy Dance Company will result in immediate removal from the competition program.

All competition team students and parents are always expected to conduct themselves in a courteous and respectful manner. SDC is proud to support a culture where dancers explore their talents in a safe and supportive learning environment. The studio, parents, and dancers have a history of creating a positive learning environment. Gossiping by a student or a parent about other students, parents, staff members or other studios is not tolerated. Disrespecting a faculty member or another student or being discourteous to a fellow student is grounds for disciplinary action that may result in probation, suspension or being asked to leave the studio permanently. In the event that you are asked not to return to the studio there will be no reimbursement for any classes, collected fees for the competitions/recitals, collected choreography fees or any other fees collected by the studio. All competition team students and their parents will be expected to both read and sign the Synergy Dance Company Competition Team Rules and

Policies.

The Synergy Dance Company Competition Team Rules and Policies are designed to create a positive atmosphere for teams to grow and learn together. If there are any questions on the contents of this document, please speak to your instructor. If there are any issues, or you do not believe you can uphold the rules and policies outlined, please speak to your instructor. Instructors reserve the right to change and modify rules and policies to fit their classes.

**SDC Team Contract** 

#### A. Class Expectations

You are part of a team and are expected to support, help, and work together with all of your peers. Each class may vary in ages, levels and abilities. Poor attitudes, poor conduct, or any unnecessary drama toward other students or instructors will not be tolerated within our competition team or anywhere in the studio. These behaviors will result in warnings that could result in termination.

In the event a student is excessively talking during class, being disrespectful, or is just not focusing, they may be dismissed from class. Cell phones are not permitted during class without an instructor's permission. If a student is dismissed from class, the time missed will be treated as an unexcused absence.

Students are expected to come ready for class. Students should wear athletic-type clothing that offers full range of motion without distraction. Hair should be out of the student's face. Students should also have all shoes and/or other equipment specified by the instructor. Failure to bring these items three times will result in an unexcused absence.

All pictures and videography of students in classes, at competition, at performances, or at any studio related event may be used for marketing purposes.

**B:** Attendance Policy

Proper attendance is an essential component of the dancer's education and progress. All classes are dedicated to technique and/or choreography. A dancer who misses class and/or rehearsal may hold back the progress of the entire team.

Dancers are allowed 3 unexcused absences in each routine. Unexcused absences are defined as any absence from a class and/or rehearsal that was not approved by the Instructor. If a student is late to class, the time missed can count towards an unexcused absence.

Excused absences are allowed at the discretion of the instructor. For an absence to be an excused absence, approval must be given by the instructor. Instructors reserve the right to deny any requests for an excused absence.

If a choreography class is missed it is the responsibility of the student to learn any choreography that was taught during the

missed class. Students will be expected to learn the missed choreography by the next class period. If there are any questions over the posted choreography, students are expected to reach out to the instructor. Students are expected to be able to perform the choreography on their own the following class to show their progress. If a student is unable to perform any missed choreography three times, it will be counted as an unexcused absence.

#### **C:** Competition Expectations

The Synergy Dance Company Competition season usually runs from February through May or June. Parents and students are expected to give a 100% dance commitment during this time. Our performance/competition calendar listing all specific dates and locations will be given in advance. Some dates and locations are tentative. All dates and locations are subject to change annually and are at the discretion of the studio directors. The following is a list of expectations for competitions and the competition season. We will attend 2-3 regional competitions per year and 1 national competition. Last minute withdrawals from any competition will not be tolerated excluding serious injuries or family tragedies. All entry fees are non-refundable due to each individual Competition Company's specific policies. All competition scheduling is set by the competition itself, not our studio. Any requests to alter specific days and times of performances cannot be accommodated and will not be accepted. Parents are not allowed to contact the offices of competition companies directly. This is prohibited by the competitions. All questions are to be addressed through the studio. Competition Team warm-up suits are available to all dancers and are ordered through the studio. Team uniforms are recommended for all SDC events and performances. All dancers may be required to purchase competition jewelry, makeup, hair products, tights, shoes or other accessories as part of costuming. A list of mandatory items will be distributed to all parents at or prior to the start of the performance/competition season. The studio reserves the right to change and/or update styles at any time. No body piercings or tattoos are allowed while competing. Absolutely no nail polish allowed while competing. No jewelry allowed unless otherwise specified. All dancers are required to purchase competition team make-up. Color/Brand information will be decided at a later date. All dancers are expected to follow the specific guidelines for the application of their make-up. The studio reserves the right to change and/or update colors and styles of make-up at any time. Parents will be required and responsible to help your child with their hair and makeup prior to each event.

All teachers reserve the right to do a "group alteration" to any costume. Group alterations will be done by our studio staff members. Group alterations consist of reconstructing a costume, rhinestoning, creating a different style fit for the costume etc. All individual sizing alterations are the responsibility of the parent and must be professionally altered. It is mandatory for all alterations to be 100% completed and approved by your instructor prior to the first performance.

Level placement, music selection, choreography, costuming and spacing of all group routines are at the choreographer's discretion and are not up for discussion. These decisions are made from teaching experience. All staff members are passionate about our competition program. We take pride in every student and every dance routine. All decisions are made in the best interests of the dancers. Inappropriate and demeaning parent and/or student comments will not be tolerated.

#### D. Competition Guidelines

**ATTENDANCE:** All members are required to attend ALL scheduled practices and performances unless they have a legitimate excuse.

- You can be excused for up to 3 unexcused absences throughout the year (not per class, overall). A 4th absence will disqualify you from being on the team. Absences do also count in technique class.
- Legitimate excuses include:
  - Physical injury, illness, death in the family, or serious family business.
  - If you are not feeling well, but stay to watch class that will not be considered as an absence
  - Please note that even an excused absence could cost you a performance depending on the date and length of the absence. A team member who is excused from a practice or event will not be permitted to perform with the team until he/she knows the routine to the coach's satisfaction.
- Unexcused Absences
  - Work you have plenty of notice to rearrange work schedules!
  - Doctor's Appointment please schedule these on off days.
  - Couldn't get a ride, was grounded, had homework, didn't know about it, etc.
  - Or anything else not listed under excused absences
- Make Up Classes
  - a. You may be able to complete make up classes that will help with attendance.
- Members must attend all performances. Members are encouraged to stay for the entire event to support other team members unless told otherwise by the teacher.
- Absences, whether excused or unexcused, that prevent a member from attending the practice prior to a performance will result in the member missing the performance.
- Late arrivals over fifteen minutes become unexcused absences.
- You must have a desired level of commitment not just for yourself, but for your ENTIRE team. Being on this team, you depend on all your other team mates to be at practice consistently and do their part in having the knowledge of their routine. If at any time you are not doing your part as a productive member of this team, you will be suspended from the Dance Team.
- Nails, hair, birthday parties, etc. are **NOT** legitimate reasons to miss practice. If we want to be considered in the same way a sport is, we must act in accordance. A football player would not tell his coach he was missing practice for a birthday party!
- If the dancer must miss class due to being sick, please notify us as early as possible. It is the dancer's responsibility to learn what they missed in class before coming to their next practice.

**PAYMENT:** It is your responsibility to make sure that payments are made on time.

- All balances from previous years must be paid in full before your student is allowed back into class. All payment arrangements must be met, or your child will not dance.
- Please adhere to the

following schedule:

- o Costume payments Nov 1
- o First entry fee payment Jan 1
- Second entry fee payment Mar 1
- Third entry fee payment April 1
- Any additional Balances May 1
- o Nationals Payment TBD
- For us to register for a competition, we must send in non-refundable entry fees 2 months in advance of the competition. Entry fees are charged per dancer, not per dance. Therefore, your dancer's entry fees are due when we register.
- Costumes are ordered in November for the season and are required to be paid in full at the time of order.
- The amount will vary for each child depending on the number of dances your child will perform.
- You are responsible for the fees even if your child does not dance for any reason.

#### **COMPETITIONS:** All regional competitions are mandatory.

- There are 2-4 planned, mandatory competitions that may include traveling.
- An adult must be present with your child (excluding teachers) at this time. If staying overnight is necessary, it is the parent's
  - responsibility to make arrangements.
- The dancer is required to be at the competition venue 90 minutes before their scheduled time, or when the doors open,
  - compete. Late arrivals may not compete. Teachers need to work with and warm up dancers prior to stage performance. Allowing plenty of time is a huge benefit to your dancer and their mental state going into the competition.
- It is your responsibility to know how to do your dancers hair, make-up and costumes. If you do not know how, ask for help before competition.
- Bad attitudes at competitions are unacceptable. If you are performing poorly or are unhappy with events throughout the competition it is your responsibility to work through it. There is a time and place for everything. Most everything that can and, sometimes will, go wrong at competitions can be dealt with and fixed when we return to the studio.

**UNIFORM/GENERAL APPEARANCE:** As a member of Synergy Dance Team, you are representing our dance teams and our studio.

- Members **MUST** wear uniform whenever designated.
- No jewelry may be worn of any kind during practices or performances/competitions. Including bellybutton, nose, eyebrow,

ear, etc., no plugs are allowed during competitions but may be worn during practice.

- Chewing gum is not allowed during practices or performances.
- Makeup shall be worn as directed.
- No writing on the body **of any kind** is acceptable unless it is part of the costume.
- Absolutely no nail polish is acceptable for any competitions.
- Members assume responsibility for all damaged, lost or stolen articles.
- Each uniform piece should be marked with the member's name or initials. It is the dancer's responsibility to mark their clothing items.
- Dancewear is required at ALL practices. If proper attire is not worn you will be sat out of practice.
  - Bra top, shorts, leotard and tights for girls. Dance pants and t-shirts for boys.
  - Ballet class will be leotard and tights and hair up.
  - A list of shoes that you will need will come out in a few months after we have picked out costumes.
- Proper attire does not stop at the neck. You must have your hair up and off your neck for your entire dance day BEFORE you come to class. A bun is preferred. If your hairstyle hangs down past your neck you may be asked to pull it up further. Please come to the studio with everything you need.
- Uniforms/warm-ups must be kept clean and in good repair.

**CONDUCT:** Dance Team Members must remember they represent their team, the community, and the studio. Members must maintain a HIGH standard of performance, behavior, appearance and sportsmanship which will reflect favorably upon themselves, their team, and their studio. Violations will result in removal from the Dance Team for the remainder of the school year.

- Violations include but are not limited to:
  - Possession or use of alcohol, tobacco, drugs or illegal substances at any time both at dance or away.
  - Remaining where alcohol, drugs or illegal substances are present, EVEN IF YOU ARE NOT PARTICIPATING IN THEIR

USE.

- Swearing is not permitted during dance activities or events.
- Inappropriate sexual contact or vulgar behavior at any dance team event.
- Your dance teacher will have the authority to place any member on probation, suspend or drop permanently, any team member for the following reasons:
  - Undesirable conduct, language or behavior. (This includes ALL aspects of social media i.e. foul language, disrespectful dialog or photos).
  - Uncooperative attitude with the coach, other team members, or dance team volunteers.
  - Violation of the dance rules and regulations, contract or Team Covenants.
- Additional items that will not be tolerated:
  - Back talking, bad attitudes and fighting among team members
  - Talking about other teams or other team members
  - Excessive talking, non-participation or any behavior disruptive to the team. A dancer will be asked to leave practice in
    - lieu of any other warning.
  - Cell phones during practice.

- As a member of the SDC dance team you are expected to set good examples for other students at your own studio as well as others at competitions.
  - We understand that these situations will come up, however, if you are gossiping, instigating turmoil, or in any way causing conflict among members on the Dance Team, your participation on the Dance Team will be suspended. Attitude is a major factor in whether or not we will allow you to dance! Remember, being a member of the Dance Team is a privilege. We expect your attitude to be positive and uplifting. If you do have a problem we need to know to help resolve the situation.
  - If there is any indication of the above items a meeting will be called between the child, parent and teachers. At that meeting it will be decided whether the child will remain on the team or not.

**FRIENDS/BOYFRIENDS:** Friends and boyfriends have absolutely no place at practice, before performances, behind the scenes at competition, etc.

A. Make it clear to them ahead of time. Also, there is to be no public displays of affection while you are representing the team. This rule applies to any time or place, in or out of the studio, and at practices and performances.

**SOCIAL MEDIA:** At no point should you be on social media talking bad about a teacher, the studio or the team.

A. You do not have to mention a name for most of us to know you are talking about us or another team member, parent or teacher.

**CONFLICT OF INTEREST**: You will only compete for one studio.

- If you are part of Team you will only compete for this team. Belonging to two dance teams is a conflict of interest.
- All choreography is the property of Synergy Dance Company.

**DISCIPLINARY ACTION:** Failure to follow the Dance Team Code of Conduct may result in **but is not limited to** the following actions:

- Extra practice time / conditioning
- Sitting out a practice, performance or competition
- Parent Meetings
- Suspension/Probation from team
- Removal from team

Contact form for instructors:	
Student's Name:	
Student Phone/Email:	
Please add me to the text list:	Please add me to the email list:
Parent's Name:	
Parent Phone/Email:	
Please add me to the text list:	Please add me to the email list:
Emergency Contact:	
Emergency Phone/Email:	
	message and email. These updates can be for class cancellations and/or time changes ent to the parents and/or students. Please fill out the information above with how you