

Ovations Studios Policies
2019-20
Subject to Change

"REGISTRANT" AND OTHER DEFINED TERMS

The term "Registrant," as used in this ENROLLMENT AGREEMENT, DISCLAIMER AND RELEASE ("Enrollment") means the student ("Student") enrolling for one or more sessions or productions sponsored by Ovations Studios, Inc. ("Ovations"), or, if the Student is under the age of 18, the Student and Student's parent or legal guardian. All policies set forth by Ovations are subject to change, without notice, at any time at the sole discretion of Ovations.

ENROLLMENT AND TUITION

Registrant understands and agrees that this Enrollment entitles the Student to attend only the particular session identified in the associated enrollment registration and does not entitle the Student to participate in other Ovations Studios' sessions or productions. For example, enrolling in a session of Fall dance classes does not entitle the Student to participate in a December production of the Nutcracker ballet, and enrolling in a session of Spring dance classes does not entitle the Student to participate in any Spring ballet or musical theater performance or the June Recitals.

Tuition for any session or performance is due upon Enrollment. Tuition may be paid by credit card or by personally delivered check. Checks for tuition may be used for payment; however, if tuition is paid by check, Enrollment will not be effective, and the Student will not be entitled to participate in the session or performance, until the check or money order has cleared Ovations' account. There will be a \$35.00 fee for each payment returned for insufficient funds. Payments in cash are neither accepted nor will entitle Student to Enrollment. Ovations reserves the right to cancel any class in the event of under-enrollment or Ovations' inability to provide studio space or teacher to hold a class, or for any other reason as determined by Ovations in its sole discretion. In the event that Ovations cancels a class, Ovations will notify student or student's family of such cancellation and provide a refund for any pro-rated tuition paid by student or student's family relating to such cancelled class, based on number of classes that were not held.

Placement of a Student in any given class or classes or changes in placement are determined solely by Ovations staff. While students and parents may enroll through the Parent portal and Ovations provides guidelines and general ages for certain class levels, Ovations staff will, in its sole discretion, require a student to move to a different level and different class if Ovations staff deems such movement is appropriate. For Academy and Advanced levels of classes, placements by Ovations staff are required. Further, in most cases classes offered during the Fall and Spring semesters year are designed to be two semester long classes, , and, therefore, movement between levels from Fall to Spring Semesters for most of the classes is not permitted or advisable.

Tuition and Classes listed on the Ovations website and the Parent portal are listed as correctly as possible. However, in the event that a class, performance or workshop is listed incorrectly or any details around the listing are incorrect, including dates and times of the classes/workshops, prices of these classes or workshops, or any other details, Ovations reserves the right to correct any of these details

and/or charge the appropriate cost of the class after notifying the Student or Student's Parent/Guardian about the error.

There are no classes on scheduled studio holidays/closed days which include: 10/31/2019; 11/28-12/1/2019; 12/23/2019-1/1/2020; 2/15-17/2020; 4/7-13/2020; 5/23-25/2020. These scheduled closings are subject to change. No make ups are available to any students relating to classes that meet on days of the week where Ovations is closed for these holidays/studio closed days.

WITHDRAWAL FROM CLASSES

If Student withdraws from the any session or performance for any reason, no refund will be granted or paid for any tuitions, fees or costume fees. Further, if a student is removed from an Ovations class or production participation for certain reasons, including disciplinary reasons or violations of Policies and Procedures set forth in any Handbooks associated with those activities, if applicable, no refunds will be granted.

DISPUTES

Any dispute concerning the terms of this Agreement will be decided under Delaware law, without regard to conflicts of laws provisions, and shall be decided through binding arbitration by a nationally-recognized arbitration organization, such as the American Arbitration Association.

LIABILITY WAIVER AND ASSUMPTION OF RISK

Registrant represents that (1) he/she understands that dance is a physical activity and art form; (2) Registrant is choosing to engage in such activities and/or to allow Student to do so; and (3) it may be necessary and appropriate for instructors to place hands on the student for proper placement and correction of body alignment.

Registrant agrees that, in exchange for Student being permitted to participate in the Enrollment session or production, Registrant must and will indemnify and hold harmless Ovations, and any and all owners, officers, directors, shareholders, employees, contractors, and agents of Ovations, and their family members, heirs, executors and administrators ("Indemnitees"), from and against any and all liability arising out of or in consequence of any mental, emotional or physical injury, illness, or death, sustained by Student, Registrant, any family member or caregiver of Student or Registrant, and any invitee of Student or Registrant, arising from participation in, attendance at or commuting to or from the Enrollment session or production. Registrant agrees that none of Student, Registrant, any of their heirs, assigns, representatives, or invites will make a claim against Ovations for any such injury, illness or death. Registrant represents that he/she has carefully read this liability waiver, has had the opportunity to seek legal advice, and fully understand its contents. Registrant understands that this agreement is intended to be as broad as permitted by the laws of the state of Maryland.

Registrant requests and authorizes that in his or her absence, Student may be admitted to any hospital or medical facility for diagnosis and treatment and authorizes physicians, or other such licensed professionals, to perform any diagnostic procedures, treatment procedures, operative procedures and x-ray treatment of the student. There is no guarantee as to the results of examination or treatment. Registrant authorizes the Ovations, its owners, members, Board of Directors, and all employees and

agents of these parties to act for Student according to their best judgment in providing or arranging for emergency care in any emergency situation requiring medical attention.

PHOTO AND VIDEOTAPE RELEASE

Registrant grants Ovations the right to use and incorporate the use of photographs and/or videotapes or any other film or digital recordings or image capture of Student for publicity or display purposes relating to the business of Ovations.

MISSED CLASSES

There is no tuition allowance or reimbursement for any class missed for any reason. Missed classes (other than those missed due to weather cancellation or other cancellation necessary due to factors such as building HVAC or plumbing emergencies, in the sole discretion of Ovations, caused by circumstances out of the control of Ovations including, but not limited to, weather, water or plumbing related emergencies) may be made up in a similar class within the same time period if there is another similar class offered during the same session (e.g., a fall missed class may be made up by attending another class of same genre (i.e., ballet, tap, etc.)) at same level or, if needed for scheduling one level below student's enrolled class level, during the same fall). If there is no similar class offered in any given session, Ovations will work with families to schedule a suitable makeup session; however, there are no guarantees that a make up class can be scheduled. During weeks of performances including, but not limited to: Nutcracker, Spring Musical Theater or Dance Productions and Recitals, no make up classes will be permitted. There are no make ups offered 12/5-18/2019 relating to the Fall Semester. There are no make ups offered relating to the Spring semester after May 5, 2020. There are no make ups whatsoever for any classes, intensives, workshops or any other programs offered during the summer. Classes that are offered only one per week including, but not limited to: Adult Classes, Dance with Me, and Adaptive Dance cannot attend make up classes in any event. Further, for Dance with Me, "Let's Classes, Adult Ballet, Adult Tap, Adaptive Dance these classes have been priced such that for UP TO 3 classes cancelled due to instructor illness or other absence, there will be no refund or partial refund for the tuition fee. For other classes that are offered only once per week such as Lyrical, Modern , Advanced Tap and Advanced Jazz, no make ups are offered and no refunds will be provided for missed classes.

ATTENDANCE POLICY

All students are expected to attend their regularly scheduled classes. Excessive absences may affect recitals, performances, participation and/or advancement and could lead to injury for the dancers. Ovations may, at its sole discretion, require students who are excessively absent to take make up classes to accommodate for the absences in order to keep up and maintain reasonable physical condition to safely attend classes the student is regularly enrolled in. At the advanced levels, failure to attend classes may even lead to a downward adjustment in student's permitted class level. In some cases of excessive absences or behavioral problems, Ovations may require student to be dismissed from the class. In no event, however, will refunds be provided due to student absences, even in the unlikely event that excessive absences by a student have led to Ovations to dismiss a student as a result of such excessive absences.

Nutcracker and Other Performance Company Class and Attendance Requirements: For Students enrolled in Nutcracker, Musical Theater or other performance companies, there are additional class commitments required. Students in the Company 1 for Nutcracker are required to also be enrolled in at least 2, 1.5 hour ballet classes at Ovations. Students in Company 2 for Nutcracker are required to be enrolled in at least 1.5 hours of Ovations ballet classes per week. Students in the Nutcracker Jr. Company are required to be enrolled in at least 1, 1 hour class per week. Students enrolled in the Nutcracker in any Company may not miss more than 2 of his/her regularly scheduled ballet classes per session. In the event that a student misses more than 2 classes, he/she must make up these classes in accordance with Ovations make up policies. Students enrolled in the Nutcracker may not miss more than 1 run-through call and may not miss more than 1 choreography rehearsal call. Further, any student enrolled in Nutcracker may not miss any technical or dress rehearsals or performances. Rehearsal and performance schedules will be provided at the commencement of rehearsals, but will remain subject to change at any time. Students in Musical Theater/Dance 2020 Performance Company 1 must be enrolled in at least two classes for the Spring 2020 Semester and those in the Spring Performance Company Jr must be enrolled in at least one Spring Semester class.

WITHDRAWAL FROM CLASSES

If Student withdraws from the session, performing company or performance, no refund will be granted or paid.

INCLEMENT WEATHER OR OTHER CANCELLATIONS CAUSED FOR REASONS OUT OF CONTROL OF OVATIONS

Due to different session and production times, Ovations DOES NOT follow Montgomery County's inclement weather policy. In the case of inclement weather, please check our website at www.OvationsStudios.com. A message will be posted by 8:00 a.m. for classes offered between 9:00 am and 2:00 PM, and a message will be posted by 1:00 PM for any classes that start after 2:00 PM. It may be necessary to cancel a class for an emergency or other reason, in which case Registrant will be notified by email as promptly as possible. Weather related make up classes will not be scheduled or permitted and no refunds will be provided for classes cancelled or delayed due to weather-related or other class cancellations made due to circumstances out of the control of Ovations (as determined in the sole discretion of Ovations).

SUBSTITUTES AND COMBINING OF CLASSES:

From time to time, or even for extended times, specific teachers may be absent for one or more classes during each session. In the case of a teacher absence for one or more classes, Ovations will either combine classes of similar style with differing levels or endeavor to find a suitable substitute teacher to teach these classes. This may be required for one class in any given session in the case of teacher illnesses or personal conflicts, but might continue over several weeks due to extended teacher absences due to health, maternity or other purposes. Ovations does not guarantee that teachers listed as primary teachers for any given class will be the teachers for any or all instances of such classes in any given session. From time to time classes of similar or adjacent levels may be combined to accommodate for a teacher absence. In the event that a substitute teacher cannot be organized in time for any scheduled class, the class will be cancelled and Ovations will endeavor to provide a make up session for the cancelled class. However, there are no guarantees that a make up class will be able to be organized.

HOLIDAYS AND SESSION DATES:

Summer sessions vary from week to week from June 18, 2019 - August 30, 2018. Fall 2019 Session runs 9/5/2019- 1/18/2020. Spring Session runs from 1/19/2019 - 6/1/2020.

There will be no make ups offered for days Ovarions is closed due to holidays or inclement weather. Ovarions will be closed and no classes will be held on: 10/31/2019; 11/28-30/2019; 12/1/2019; 12/23-31/2019; 1/1/2020; 2/15-17/2020; 4/7-13/2020; 5/23-25/2020. Dates are subject to change. There are no make up classes offered during any of our performance weeks or during last two weeks of the Spring semester. Any classes missed during the last week of the Fall semester or the last two weeks of the Spring semester cannot be made up. No refunds are given for missed classes.

PROPER ATTIRE FOR CLASSES

- Ballet Early Childhood Division (through Primary Ballet). Girls: Solid-color pink, white, black or purple leotard, pink or white tights, and pink ballet shoes. Coordinating, lightweight dance or ballet sweaters or skirts at the discretion of the instructor for the session or performance, as long as the skirts or sweaters do not distract the dancer, interfere with the movement of the dancer or negatively impact the ability of the teacher to check the dancer for proper positioning and alignment. Boys: white or solid color snug fitting T-shirt, black tights or snug dance pants white or black socks and white or black ballet shoes. For all dancers: Long hair should be pulled back in a bun and clipped away from face. Short hair pulled back from face.
- Ballet Academy Division (Ballet A-Intermediate). Girls: Solid-color black or purple leotard, pink or white tights, and pink ballet shoes. Coordinating, lightweight dance or ballet sweaters permitted at the discretion of the instructor for the session or performance. Long hair in bun and clipped away from face. Short hair pulled back from face. Boys: white or solid color snug fitting T-shirt, black tights or snug dance pants white or black socks and white or black ballet shoes.
- Ballet Advanced Division. Girls: Solid-color black or purple leotard, pink or white tights, and pink ballet shoes. Coordinating, dance or ballet sweaters permitted at the discretion of the instructor for the session or performance. Long hair in bun and clipped away from face. Short hair pulled back from face. Boys: white or solid color snug fitting T-shirt, black tights or snug dance pants white or black socks and white or black ballet shoes.
- Tap, Jazz, Hip Hop and Musical Theater for All Divisions. Girls: Black leggings or black dance shorts (with tights underneath) with solid color modest, form-fitting t-shirt or leotard or solid color leotard with nude, black, pink tights. Tan jazz shoes for Musical Theater or Jazz. Black Sneakers used ONLY indoors can also be used for Hip Hop or black jazz shoes. Black tap shoes for Tap. Boys: Black jazz pants with tailored solid-color T-shirt. Black jazz shoes for Jazz, Hip Hop or Musical Theater. Black tap shoes for Tap. Black sneakers that are ONLY used indoors can also be used for Hip Hop. For all students hair must be pulled back from face so as to not interfere with dancing.
- Lyrical or Modern classes for All Divisions. Girls: Solid Purple or Black leotard, tan tights, Lyrical/Modern shoes (for instance, "Dance Paws"). Boys: Black jazz pants with tailored solid-color T-shirt, Lyrical/Modern shoes (for instance, "Dance Paws"). All students must pull long hair back from the face.

- JEWELRY. No jewelry for any dance discipline other than small, stud styled earrings that do not interfere with dancing.
- NAMES IN ALL DANCEWEAR AND ON WATER BOTTLES AND DANCE BAGS, ETC.! Items in Lost and Found are donated to charity from time to time. OVATIONS IS NOT RESPONSIBLE FOR LOST OR STOLEN PROPERTY.

We have several types of performances each year. We put on annual Nutcracker productions in December and Spring Musical Theater or Dance productions. In May, 2020, the Spring show is TBD All tuition associated with Nutcracker or the Spring Production is non-refundable and due at the time of enrollment. Tuition is not refundable for any reason -- even if participant is unable to participate due to illness, injury or family emergencies. Further, participants and families of participants agree to abide by the additional policies set forth in the Nutcracker and/or other Production Handbooks. Violations of terms of the Handbooks could result in participants being ejected from the Production and rehearsals. No refunds will be given based on participants not participating in the Production for any reason or for participants being ejected from any production due to violation of the Handbook policies by participants or families.

PERFORMANCES

In registering for Nutcracker or other Productions, participants and those enrolling on their behalf agree to the overall Ovations Registration policies, as in effect from time to time, for all students enrolled in any Ovations classes or performances. For the Nutcracker in particular, participants and those enrolling on their behalf also agree to various additional policies and requirements about the rehearsal and performance requirements and payment of any required fees.

Each participant will agree to regularly attend classes and attend required rehearsals he/she is enrolled in and participate fully in preparation for the production. Each participant will be required to attend at least one dress rehearsal at the theater in addition to the performances. Many participants will be required to attend more than one dress rehearsal. All of the additional required policies and procedures are set forth in the Nutcracker and Spring Production Handbooks. Participants in the Nutcracker or the Spring Production are also required to take a minimum number of classes at Ovations during the Fall Session for Nutcracker or Spring Session for the Spring Production. These class requirements are set forth in the Nutcracker and Spring Production Handbooks.

There are no discounts applied to Nutcracker participation fees. Also, participation in the Nutcracker or any of our other productions does not count toward multi class discounts.

There are also fees required in connection with the Spring Production and there are Recital Participation and Costume Fees required in connection with our Spring Recitals. Fees for those productions will be disclosed when registration opens for those productions.

In the event that any theater or other venue that Ovarions has booked for production purposes for the Nutcracker, or any other shows including the spring production and spring recitals becomes unavailable due ANY REASON, including incimate weather, plumbing or HVAC emergencies, safety lock-downs or theater owner options to reclaim use or prohibit use of the facilities under relevant theater or other venue leases, productions may need to be CANCELLED or RESCHEDULED. In the event of cancellation, there will be no refund of participation or costume fees. However, Ovarions will attempt in a commercially reasonable manner (as determined solely in the discretion of Ovarions) to find an alternate venue or date to put on the production or show. However, no guarantees can be made that this will be accomplished. Further, if an alternate date is determined for any Ovarions production that is rescheduled, no refunds will be given if a participant cannot participate in the newly rescheduled production(s).

SUMMER SESSIONS

Students or parents/guardians of students enrolling in summer session classes or workshops agree to the other terms and provisions in this Registration Agreement as are applicable. Tuition for classes, intensives and workshops is required to be paid in advance and is non-refundable. THERE ARE NO FAMILY DISCOUNTS OFFERED FOR SUMMER CLASSES, INTENSIVES OR WORKSHOPS. However, specific classes or workshops may offer discounts for students enrolling in more than one workshop or more than one type of class during a given week in the summer. If any discounts are applicable to summer classes, intensives or workshops, these will be applied at the time of enrollment. NO OTHER DISCOUNTS WILL apply to summer classes,intensives and workshops. As is the case with various Ovarions offerings throughout the year, Ovarions reserves the right to cancel summer classes or workshops if enrollment is below a level deemed suitable by Ovarions, in its sole discretion, or if Ovarions is unable to identify an appropriate instructor to lead a specific class, intensive or workshop during the Summer. There are NO makeups allowed for any missed summer classes intensives or workshops. In most cases, these are offered on a limited basis and many have promotional pricing. In cases of weather or other emergencies, such as building water and HVAC systems emergencies, classes and /or workshops may need to be cancelled. No refunds or makeups will be provided in the event of cancellation due to weather or building related emergencies. If a class, intensive or workshop must be cancelled because a teacher cannot teach the class and a substitute cannot be arranged, Ovarions will work with parents to come to a reasonable arrangement around make up classes during the Summer or Fall 2020 Session.

COMPETITION TEAM

Participants in the Ovarions Competition Teams rehearsals and events agree to comply with Competition Team (s) contracts that are in force from time to time. Requirements of participating on Competition Team(s) include, but will not be limited to, attendance and participation requirements as set forth by the Team leaders for any rehearsals or competitions, purchase of Team jacket(s), costumes, tights, hair accessories or other such requirements, payment of Competition Team Tuition and payment of any fees associated with participating in competitions. Competition Team participants and their families also agree to provide transport to and from any competitions and to ensure that a responsible adult for each participant remains on site at any competitions if required to do so by the Competition Leaders. Ovarions Competition Team members and their families also further agree to hold Ovarions completely harmless for any injury of any kind experienced by Competition Team members or any of their invited guests or family members at any Competition Team rehearsal or event taking place at

either Ovations premises, at a competition venue or relating to the transportation to and from any competition venue. There are no tuition discounts applied relating to Competition team participation.

JUNE RECITALS

We offer optional participation in our June Recitals for Academy and Advanced level classes. Participants in the June Recitals must register for the appropriate recital and pay the recital participation fee and costume fee (per costume) on or before the registration deadline in order to participate. Recital Participants must also be registered for the appropriate level class, have paid the full tuition for the semester and attend class regularly in order to participate. There are no refunds on recital participation or costume fees for any reason --even if participant is not able to participate due to injury, illness, family emergency or any other reason. Students who transfer classes after the recital deadline will likely be unable to participate in the Recital and no refunds will be provided for the Recital Registration or Costume Fee. If students who have registered for the recital fail to attend class regularly and/or have repeated absences, they may be ejected from participation in the recital and no refunds will be granted for class tuitions, recital participation or costume fees.

ADVANCED BALLET

There is an optional pricing plan for Advanced Ballet students for Fall, 2019 and Spring, 2020. This option is priced at \$2,500 per semester and is referred to as the "All You Can Take" Advanced Ballet option. Students enrolled in this option can take any appropriate level Intermediate, Advanced 1, Advanced 2, Advanced 1 Repertoire, Advanced 2 Repertoire, Pointe 1 or Pointe 2 classes offered by Ovations during the enrolled semester that she is approved to take during any given week. Students enrolling in this option would pay \$2500 for their Advanced Ballet classes per semester and then receive discounts on 2nd or more classes. Under the AYCT option, the \$2500 would be considered as the 1st class (most expensive class) for your family and the other discounts (5% on 2nd, 10% on 3rd, 25% on 4th, 50% on 5th or more) would be applied on other classes enrolled in per immediate family. Given the deep discounts considered, if more than one immediate family members participates in the AYCT option, each would pay \$2500 per semester and the subsequent class discounts would be applied at the same discount rate as above (5% on 2nd, 10% on 3rd, 25% on 4th, 50% on 5th or more classes).

Notes on Class Requirements:

Students placed in split level (Intermediate and Advanced 1), must take at least one Intermediate, one Advanced Ballet 1 and one Pointe 1 class per week. Also, any students approved for Pointe are required to take at least two ballet technique classes per week. For Advanced only students, this would include two Advanced Ballet 90 minute classes per week. Any student approved for pointe must take at least two Ovations ballet technique classes per week at the approved level.

Notes for Recital Participation:

Please note that Advanced Ballet recital pieces will be prepared in the Advanced Repertoire classes. In order to participate in Advanced Ballet recital pieces in the June, 2020 Recitals, students must enroll in BOTH Fall and Spring Semester Repertoire as the recital preparations begin in the Fall. Any student who enrolls in Repertoire for only the Spring semester is welcome to learn the dance(s), but will not be permitted to perform these pieces in the June Recitals. Intermediate level recital pieces will be prepared during the Intermediate technique classes.

Notes Make Ups Class Scheduling:

Please note there are no Advanced Ballet classes offered during Nutcracker Week or during our Spring Production Week, which is expected to be in May, 2020. There are also no make-up opportunities for missed classes for students enrolling in the All You Can Take. Other general Ovarions black out dates for Make Ups apply to Advanced Ballet as well.