

ESSENCE MOVEMENT STUDIO SPARK MEMBERSHIP CONTRACT

PARTIES:

This Contract is entered into by and between ESSENCE MOVEMENT STUDIO, located at [205-650 King St East, Oshawa ON L1H1G5](#), and [Member's Full Name], located at [Address]

TERMS AND CONDITIONS:

1. Membership Type and Fees: SPARK MEMBERSHIP

- **Membership Option:** Monthly
- **Total Fee for 6 month Membership:** \$1,050.90
- **Total Fee for 12 month Membership:** \$2,101.80
- **Joining Fee:** \$30 for 6 month Memberships | \$0 for 12 month Memberships
- **Monthly Fee (6&12 months):** \$175.15

1. Term:

This Contract shall begin upon the clients registration date and continue monthly until terminated by either party in accordance with this Contract. The student is entitled to 1 Thursday Spark your Essence program and 1 drop in class/week (8 classes per month) for 6 or 12 month(s). Spark members will also receive additional discounts for Workshops/Masterclasses/Merchandise and Pop up classes, including but not limited to, 40% off additional 4 or 6 week programs. In house studio events will also be included in this membership, along with Member hangouts. Spark Members are also eligible for 20% off Essence Movement Studio's merchandise. The Membership will bill the monthly purchase price every month. Membership will continue to renew every 6-12 months at the purchase price, with potential studio price increases unless the student cancels before the renewal date. There are no freezing options for 6 month memberships unless discussed with Essence Movement Studio.

1A. Please make sure your Credit Card information is updated for each monthly payment.

Declined payments will result in suspension of membership, including existing rate, and renewal will be at the current rate with a 'Declined Transaction' fee of \$35.00. Any outstanding charges due past a month will have an additional \$35 charge added to their account.

1B. Keep track of the monthly charges, as you will need to know when the cycle begins if you would like to cancel prior to following the billing cycle. Note; if any suspensions or holds are put on your membership, it may reset and change the date of your billing cycle.

1C. Upgrading/Downgrading memberships are allowed. There may be fees associated with this depending on the request.

1D. Code of conduct includes, but is not limited to: Respect everyone including: staff, students, teachers, affiliates. NO bullying policy (this includes but is not limited to: cattiness, jealousy, judging, divisive or hostile, bad mouthing) Kindness towards one another. Zero Tolerance Policy:

Essence Movement strives to create a safe space for all students/dancers. There is a zero tolerance for inappropriate behavior of any kind. Anyone who breaches this rule will be immediately confronted by the instructor or host and be subject to immediate removal and potential suspension from any future classes. If anyone has concerns or feels uncomfortable please reach out to us at info@essencemovementstudio.com so that we can make sure that Essence Movement Studio remains a safe, inclusive and comfortable place for our dancers.

Access and Use:

The Member is granted access to Essence Movement Studio's facilities and agrees to comply with all rules, regulations, and policies of the Provider.

2. Cancellation Policy:

Cancellation of membership requests MUST be received in writing, 30 days before your monthly renewal date. Cancellation requests received within 30 days of your monthly renewal date will be processed on the following renewal date. Your membership will remain active until said date. Cancellation of your membership is 30% of the remaining balance of your total duration of the membership outstanding.

3. Suspension and Termination:

Essence Movement Studio reserves the right to suspend or terminate this Contract for any violation of the terms, rules (including respect and conduct), or policies, or for non-payment of fees. See sections 1A - 1D above.

4. Liability Waiver:

The Member acknowledges that using the studio's facilities involves certain risks and agrees to sign Essence Movement Studio's Waiver and Release Agreement.

5. Personal Information and Privacy:

Essence Movement Studio will collect and store personal information in accordance with applicable privacy laws and regulations.

6. Miscellaneous:

- **Amendments:** Any changes to this Contract must be in writing and signed by both parties.
- **Governing Law:** This Contract shall be governed by the laws of Ontario, Canada.
- **Entire Agreement:** This Contract constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.

I (known as student) hereby authorize Essence Movement Studio., its agents or assignees to charge my credit card on file once a month, unless terminated by myself or Essence Movement Studio prior to next billing cycle, dependant on the terms of the membership agreement. By digitally signing, and submitting this form below I, the student, will maintain accurate financial and contact information to Essence Movement Studio within my account and I authorize Essence Movement Studio to charge the agreed monthly charges and any applicable cancellation charges on behalf of myself, or the person I am purchasing for.

SIGNATURES:

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions of this Contract.

[Member's Name]

Date: _____

Jessica Saunders, Owner & Director of Essence Movement Studio

Essence Movement Studio

205-650 King St E

Oshawa, ON

L1H1G5

info@essencemovementstudio.com