

ELEMENT

DANCE ARTS

Movers & Shakers Program Handbook

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Welcome to EDA!

It is our absolute pleasure to warmly welcome you into our family at Element Dance Arts! Our team is thrilled to see many familiar faces return to the studio and even more excited to see some new faces join our community. We have created this one-stop handbook to shed some light on how things will run throughout the year as well as answer any queries you may have before the year begins. While we would love you to take the time to read this information carefully and keep your handbook in a safe place to refer to as you need, don't forget that our friendly office staff are always here to help and will happily answer any questions you may have. Nothing is too big or too small, we promise! ☺

Studio Information

Address: 1600 Industrial Road, Unit 2C

Phone Number: (519) 700-5678

Email: info@elementdancearts.com

Website: www.elementdancearts.com

Directors: Michele & Stephanie Mortimer

Instagram: [@elementdancearts](https://www.instagram.com/elementdancearts)

Facebook: [Element Dance Arts](https://www.facebook.com/ElementDanceArts)

Studio Manifesto

Established in 2011, Element Dance Arts is owned and operated by Michele and Stephanie Mortimer. The studio provides quality instruction for dancers age 18 months all the way to adult classes.

Element Dance Arts is a place where kids of all ages learn to dance, create and perform. This is a studio where creativity, individuality and self-expression is encouraged and has a community of teachers, students and families who are passionate about performing arts. Our goal is to create a positive and happy experience for all of our students. We strive to nurture and develop talent, celebrate the achievements of every student and inspire a love and appreciation of all styles of dance and the arts. We are committed to providing a safe and positive environment in which all students can feel empowered, comfortable and free to express themselves.

Our professional faculty is committed to inspiring students by offering them an encouraging, fun and versatile dance experience in our family friendly environment. Your dancer will leave class each week with a smile on their face. Dance offers the opportunity for your child to build their confidence, grow as an individual and find a place where they belong. We believe in providing every dancer with a strong technical background, and also feel that it is important to foster a love for dance by building a fun and enjoyable atmosphere within our dance studio. Our hope is to bring joy and inspiration to every dancer that walks through our doors.



Before you start

Before lacing up those dance shoes, it is important that all families – whether returning or new – sign their online waivers and update contact info through the online Parent Portal so we can ensure we have the most up-to-date contact details for you. Online policies include our Terms & Conditions, general liability waiver, voluntary assumption of risk, model release (so we can show off photos and videos of our amazing dancers in and around the studios), medical information and auto-pay agreement. These policies are also included later in this studio Handbook.

All registrations are handled through our online system - Jackrabbit. If it's your first time registering with Element Dance Arts, you'll be required to create an account through the Registration link on our website. Once your account is created, you can access it through our Parent Portal at anytime.

Communication

Our friendly office staff can be contacted at info@elementdanceart.com, or over the phone at (519) 700-5678. Our office staff are available in-person Monday-Thursday evenings during class times, as well as Saturday mornings.

For convenience, our primary means of communication is via email. You will receive regular newsletters and important information via email so please ensure you have provided the studio with an up-to-date email address that is regularly checked. We are of course happy to include multiple email addresses per family if you would like your correspondence sent to numerous recipients – simply add a second parent or contact through your Parent Portal upon registration and we'll be happy to add them to our mailing list as well. If you need to add or change your email throughout the year, please send a quick note to our office (info@elementdancearts.com) so we can ensure you don't miss a beat! Don't forget to add our email address info@elementdancearts.com to your contacts so we don't end up in the dreaded Spam folder!

We are also proud to provide you information round-the-clock through our [Parent Portal](#), where you can check class times or update your payment information. You can find a link to the Parent Portal on our website www.elementdancearts.com to bookmark in your browser. You can also download the JackRabbit App in the app store on Apple & Android devices to login from your phone.

In the infrequent case of urgent information (for example, unexpected class cancellations), we will send an email to all families and update our social media.

Stay up-to-date with what's going on around the studio and get a sneak peek into what's happening

behind the scenes by following us on social media! We have a very active Instagram & Facebook account and love to connect with you all there! Give us a follow on both to stay connected

We also display important information, dates and studio details on our bulletin board in the lobby so please have a quick look when dropping off and picking up in case there is anything you may have missed. We are always happy to chat in more detail about communications you may receive from the studio, so if you need any clarification please don't hesitate to call us at 519-700-5678 to chat with one of our helpful team members.



Jackrabbit Technologies

Program Info

The perfect class for you and your little one! Our parent & tot program is based on creative movement and dance-play ideals - it is a fun and interactive, high-energy class that allows you and your young dancer to explore movement together. Movers & Shakers is a great way for young dancers to learn about class structure, expand their dexterity, gross and fine motor skills while interacting with other youngsters and their parents.

Suggested uniform: Activewear for both parents & children. Bare feet or ballet slippers (for dancers). No outdoor shoes, no socks for dancers.

Session Info

Fall 10-week Session

Registration opens Saturday August 5th, 2023

Classes start the week of September 18th

Tuesdays 10-10:30am

Class dates: September 19th, September 26th, October 3rd, October 10th, October 17th, October 24th, October 31st, November 7th, November 14th, November 21st

Thursdays 10-10:30am

Class dates: September 21st, September 28th, October 5th, October 12th, October 19th, October 26th, November 2nd, November 9th, November 16th, November 23rd

Saturdays 9:45-10:15am

Class dates: September 23rd, September 30th, October 7th, October 14th, October 21st, October 28th, November 4th, November 11th, November 18th, November 25th

Saturdays 10:55-11:25am

Class dates: September 23rd, September 30th, October 7th, October 14th, October 21st, October 28th, November 4th, November 11th, November 18th, November 25th

Winter 9-week Session

Registration opens Monday December 2nd, 2023

Classes start the week of January 8th

Tuesdays 10-10:30am

Class dates: January 9th, January 16th, January 23rd, January 30th, February 6th, February 13th, February 20th, February 27th, March 5th

Thursdays 10-10:30am

Class dates: January 11th, January 18th, January 25th, February 1st, February 8th, February 15th, February 22nd, February 29th, March 7th

Saturdays 9:45-10:15am

Class dates: January 13th, January 20th, January 27th, February 3rd, February 10th, February 17th, February 24th, March 2nd, March 9th

Saturdays 10:20-10:50am

Class dates: January 13th, January 20th, January 27th, February 3rd, February 10th, February 17th, February 24th, March 2nd, March 9th

Saturdays 10:55-11:25am

Class dates: January 13th, January 20th, January 27th, February 3rd, February 10th, February 17th, February 24th, March 2nd, March 9th

Spring 9-week Session

Registration opens Monday March 4th, 2023

Classes start the week of April 8th

Tuesdays 10-10:30am

Class dates: April 9th, April 16th, April 23rd, April 30th, May 7th, May 14th, May 21st, May 28th, June 4th

Thursdays 10-10:30am

Class dates: April 11th, April 18th, April 25th, May 2nd, May 9th, May 16th, May 23rd, May 30th, June 6th

Saturdays 9:45-10:15am

Class dates: April 13th, April 20th, April 27th, May 4th, May 11th, May 18th, May 25th, June 1st, June 8th

Saturdays 10:20-10:50am

Class dates: April 13th, April 20th, April 27th, May 4th, May 11th, May 18th, May 25th, June 1st, June 8th

Saturdays 10:55-11:25am

Class dates: April 13th, April 20th, April 27th, May 4th, May 11th, May 18th, May 25th, June 1st, June 8th

Fees

Please find below the fee structure for 2023-2024 Movers & Shakers classes. Feel free to contact our office staff if you have any fee-related queries

Movers & Shakers Pricing Information	
	Session Cost
9-Week Session	\$99.00
10-Week Session	\$110.00
All pricing is subject to HST	

Registration/Admin Fee

A once per year (July 1, 2023 – June 30, 2024) non-refundable registration fee of \$25+HST applies to each individual dancer that is registered.

Late Payments

Interest on all overdue accounts shall bear interest at a rate of 5% per month (60% per annum). The 5% late fee will be applied to any payments received more than one-week past due.

Failure to make a payment will result in the removal of your dancer from their class until all outstanding payments have been made.

NSF Direct Payments

Any direct payments (ie payments made from a bank account) in which the account is deemed to have insufficient funds are subject to a \$25 service charge.

Upon receiving notice of an NSF direct payment, payment must be remitted along with the NSF fee prior to your dancer's next class. Re-payment of direct payments must be made through your Parent

Portal or via etransfer to info@elementdancearts.com

Withdrawal Policy

Registration fees are non-refundable. Tuition fee must be paid at time of registration to secure space in class. Once a session has begun, program fees are non-refundable.

Attendance

Make-Up Classes

Classes cancelled due to teacher illness or inclement weather will be rescheduled at the end of the session. Families are notified of cancelled classes by email. Cancellations are also posted on our social media pages, and studio doors.

Code of Conduct

To ensure the smooth, safe running of Element Dance Arts and an enjoyable experience by all, below you will find our code of conduct. Following a formal meeting, we reserve the right to dismiss or take disciplinary action on any students or parents who breach our studio's code of conduct.

Families who do not comply with their fee or costume payment obligations may be charged a late fee, and/or excluded from performances. External debt collection may occur when fees remain overdue and this will be at the expense of the client. Costume expenses are the responsibility of the parent, and costumes will not be issued to students with unpaid class fees.

No classes (including private lessons) are to be disturbed unless it is an emergency. If messages, food, drink, or medication needs to be passed on to a student, it must be done through the front office staff.

We are unable to take responsibility for our students before or after their scheduled classes and it is the responsibility of the parent to ensure their child is picked up and dropped off on time. In the case of an emergency or unavoidable delay, please contact the studio immediately to inform us of the situation so we can keep your child calm and safe until they can be collected.

Any questions or concerns must go through the office – ie parents and students should not contact the teachers at Element Dance Arts via their personal phone or social media to address questions or

concerns. Studio issues should be addressed with the front office staff. Personal meetings with the studio directors can happily be arranged via the office.

Physical, mental, emotional or cyber bullying by parents, staff or students will not be tolerated. In the rare case of a parent or student showing disrespect or defamation to any parent, staff member or student, a meeting will be called and dismissal may be considered at the discretion of the directors.

Element Dance Arts takes no responsibility for any stolen or misplaced property on the studio premises and we encourage our families to avoid bringing valuable items into the studio where possible. Please ensure all uniform items are labelled with your child's name

Safety

As part of your registration, you will have read and signed a media waiver allowing us to proudly use images and video footage of your student for advertising and promotional purposes. Should you have any concerns whatsoever with signing this declaration, please see our reception staff who will happily assist you.

We have a number of viewing windows within the studio rehearsal space which can be used by parents and family members from the comfort of our lobby.

We enforce a peanut & nut-free policy at the studio to ensure the safety of any students or parents with allergies to nuts or nut products.

You will find within our enrolment system a general liability waiver & assumption of risk. Please read this document carefully and sign it prior to the commencement of classes so you fully understand the rights and responsibilities of your family and our studio.

Privacy

When you register for a program with Element Dance Arts, the information we may collect from you includes your name, address, telephone numbers, email addresses, medical information and credit card or bank details. It may also include details of the products and services we provide to you as well as the status of your enrollment. We only collect information directly from our students or their parent/guardians primarily for the purpose of providing services and products to you and manage invoicing and debt collection.

We will never sell or pass on any of your information to third parties unless required by government authorities or in the event of debt recovery. Any information passed on will be done with appropriate privacy and confidentiality protection.

Information is stored securely in electronic form and is accessible only by authorised personnel.

If you wish to be removed from all further direct marketing communications, please contact our office via email info@elementdancearts.com

Policies

Terms & Conditions

This Agreement is between the undersigned ("you") and Element Dance Arts Inc. ("Element Dance Arts"). This Agreement commences on the date you sign it and expires at the end of the final term (June 30, 2024).

THE AGREEMENT By signing this Agreement and paying tuition for your chosen classes, Element Dance Arts will secure a space for your child in those classes. Customer agrees to continue paying tuition until the year ends or the child drops out in the manner provided for below.

TERMS AND METHODS OF PAYMENT One option exists for paying tuition

Full session fee must be paid in full prior to the start of the session

A \$25.00 fee will be charged for any cheques that are returned NSF (non-sufficient funds).

A \$25 (+ HST) registration fee will apply to all registrations.

YOUR RIGHTS UNDER THE *CONSUMER PROTECTION ACT, 2002* You may cancel this agreement at any time during the period that ends 10 days after the later of the day you receive a written copy of the agreement and the day all the services are available. You do not need to give Element Dance Arts a reason for cancelling during this 10 day period. In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to Element Dance Arts, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of Element Dance Arts that is on record with the Government of Ontario or the Government of Canada or is known to you. If you cancel this agreement, Element Dance Arts has 15 days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund any amount equal to the trade-in allowance).

CANCELLATION AND REFUNDS Tuition will only be refunded for terms that have not started at the time the child drops out. No refund will be provided for any term already started. No refund will be provided if the dancer is expelled from classes for failure to comply with the behaviour code. Registration fees are non-refundable.

TRANSFER RIGHTS Spaces in Element Dance Arts classes are non-transferable. Each class has a limited number of spaces, which will be filled on a first-come, first-serve basis. In the event that a space becomes available, it will be made available to the first dancer on the waiting-list.

DRESS CODE It is important that dancers wear appropriate clothing and footwear when attending classes. Outdoor and/or street shoes are NOT permitted in the studios. Failure to comply may result in the dancer being disallowed from

participation in class.

BEHAVIOUR CODE Inappropriate behaviour such as swearing, physical or verbal abuse will result in the loss of all current and future access privileges. Respect for fellow dancers, parents, guardians and all Element Dance Arts staff is expected to be shown at all times. Failure to comply may result in the dancer's expulsion from classes.

FORCE MAJEURE If Element Dance Arts is unable to host in-person or in facility classes or activities as a result of any Act(s) of God, fire, water or electrical damage to its facility (*or any portion thereof*), Government Orders, Pandemics, Epidemics, acts of war, civil unrest or insurrection or any other event(s) or occurrence(s) beyond the reasonable control of Element Dance Arts, which shall be determined by Element Dance Arts at its sole and unfettered discretion, then classes and activities shall proceed or continue online with virtual instruction; all monies paid to Element Dance Arts shall, *subject only to the Cancellation Policy detailed above*, remain non-refundable; and all amounts owing pursuant to this Agreement shall continue to become due and payable.

GENERAL

I acknowledge and declare that I have been provided with the opportunity to discuss and review this Agreement with legal counsel before signing it and I freely and voluntarily signed this document with a full understanding of the agreements, acknowledgements, representations and declarations contained herein. I further agree and acknowledge that I have been provided a reasonable period of time within which to review the terms of this Agreement.

If any provision of this Agreement, or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall continue to be valid and enforceable to the fullest extent permitted by law.

Time shall be of the essence for the purposes of this agreement.

Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

This Agreement shall be interpreted under and construed in accordance with the laws of the Province of Ontario.

CONTACT INFORMATION Element Dance Arts is located at 1600 Industrial Road, Unit 2C, Cambridge ON N3H 4W5 and may be contacted by phone at 519-700-5678, by email at info@elementdancearts.com, or by visiting the website at www.elementdancearts.com.

I have read and understood the terms and conditions of this agreement. I acknowledge that this agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all other understandings or agreements, verbal or otherwise, between the parties. By signing I am agreeing to abide by the terms of this agreement.

General

I acknowledge and declare that I have been provided with the opportunity to discuss and review this Release & Authorization Form with legal counsel before signing it and I freely and voluntarily signed this document with a full understanding of the agreements, acknowledgements, representations and declarations contained herein. I further agree and acknowledge that I have been provided a reasonable period of time within which to review the terms of this Agreement.

If any provision of this Release & Authorization Form, or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of this Release & Authorization Form, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall continue to be valid and enforceable to the fullest extent permitted by law.

This Release & Authorization Form shall be interpreted under and construed in accordance with the laws of the Province of Ontario.

I have read and understand the terms and conditions of this Release & Authorization Form and I acknowledge that the information I have shared with Element Dance Arts Inc. is true and correct.

By signing this Release & Authorization Form, I agree with and accept the terms and conditions contained herein.

Voluntary Assumption of Risk

VOLUNTARY ASSUMPTION OF RISK

I ACKNOWLEDGE THAT DANCING IS A PHYSICAL ACTIVITY THAT INVOLVES JUMPING, KICKING, ROTATION, AND COORDINATED BODY MOVEMENTS. I AGREE THAT MY / MY CHILD'S PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS INC. INVOLVES INHERENT PHYSICAL RISKS AND MY CHILD AND I AGREE TO AND HEREBY VOLUNTARILY ASSUME THE FULL RISK OF ANY BODILY INJURIES (*INCLUDING DEATH*), DAMAGES, OR LOSS WHICH I / MY CHILD MAY SUSTAIN AS A RESULT OF ANY ACTIVITIES ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH MY / MY CHILD'S PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS. I CERTIFY THAT MY / MY CHILD'S PRESENT LEVEL OF PHYSICAL CONDITION IS CONSISTENT WITH THE DEMANDS OF ACTIVE PARTICIPATION IN DANCE.

WAIVER

MY CHILD AND I, ON BEHALF OF OURSELVES AND OUR RESPECTIVE HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, DO HEREBY FULLY AND IRREVOCABLY REMISE, RELEASE AND FOREVER DISCHARGE ELEMENT DANCE ARTS INC. AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS AND CAUSES OF ACTION ARISING FROM ANY INJURY, DAMAGE OR LOSS I / MY CHILD MAY SUSTAIN AS A RESULT OF MY / THEIR PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS INC. AND COVENANT NOT TO COMMENCE ANY CLAIM, ACTION OR ANY OTHER TYPE OF PROCEEDING AGAINST ELEMENT DANCE ARTS INC. OR ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND/OR EMPLOYEES FOR THE SAME, WHETHER CAUSED BY THE NEGLIGENCE OF ELEMENT DANCE ARTS INC. OR ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND/OR EMPLOYEES OR OTHERWISE. **THIS IS A COMPLETE AND IRREVOCABLE RELEASE AND WAIVER.**

INDEMNITY

I AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND ELEMENT DANCE ARTS INC. AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, AND/OR PROCEDURES FOR EXPENSES, DAMAGES, COSTS, RESTITUTION AND/OR LIABILITIES, INCLUDING LEGAL FEES, DISBURSEMENTS AND APPLICABLE TAXES, BROUGHT AS A RESULT OF, ARISING OUT OF, IN CONSEQUENCE OF, OR IN ANY WAY RELATED TO MY / MY CHILD'S PARTICIPATION IN ACTIVITIES WITH ELEMENT DANCE ARTS INC.

Model Release

MODEL RELEASE AND AUTHORITY TO IDENTIFY

I acknowledge that my child or myself may be photographed or recorded for marketing or public relations purposes. I hereby grant Element Dance Arts permission to use photographs of my child or myself as elements of a photographic piece or to put the photographs to any legitimate uses they may deem proper.

Medical Information & Authorization

I have disclosed all illnesses and conditions affecting my child to Element Dance Arts Inc. In the case that my child sustains an injury or medical emergency during activities relating to Element Dance Arts Inc. and in the event that my child or myself cannot respond at the time of the emergency, I hereby authorize the staff at Element Dance Arts Inc. to seek, administer or have administered whatever first aid or emergency medical care is deemed necessary for my child's welfare. This authorization DOES NOT require a prior determination of a threat to my child's life or of serious permanent injury. I will take full financial responsibility for any medical treatment. I have custody of my child and the right to make decisions for him/her.

Auto-Pay

All accounts are required to have a current method of payment on account - credit card or ACH banking information. This method of payment will be charged upon registration for full tuition fee & registration fee.