

BILL NO. 88-36

ORDINANCE NO. 3369

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2
3 AN ORDINANCE RELATING TO COMMERCIAL DANCE STUDIOS; AMENDING TITLE
4 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983
5 EDITION, BY ADDING THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER
6 6.27, PROVIDING DEFINITIONS OF CERTAIN TERMS, EXTENDING THE
7 LICENSING REQUIREMENTS TO COMMERCIAL DANCE STUDIOS BY SETTING
8 FORTH REGULATIONS, BONDING REQUIREMENTS, CONTRACTUAL REQUIREMENTS
AND TERMS, AND REQUIRING THE EMPLOYEES OF COMMERCIAL DANCE
STUDIOS TO OBTAIN WORK CARDS; PROVIDING FOR OTHER MATTERS
PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION
HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT HEREWITH.

9 Sponsored by: Summary: Extends licensing
10 Councilman W. Wayne Bunker requirements to commercial dance
11 studios, and includes therein
12 requirements regarding costs,
13 contracts, bonding and work cards
14 for employees.

15 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY
16 ORDAIN AS FOLLOWS:

17 SECTION 1: Title 6 of the Municipal Code of the City
18 of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding
19 thereto a new chapter, to be designed as Chapter 6.27, consisting
20 of the provisions that are set forth as Sections 2 to 8, inclu-
21 sive, of this chapter:

22 SECTION 2: As used in this Chapter, unless the con-
23 text otherwise indicates, the following terms shall have the
24 meanings that are ascribed to them as follows:

- 25 (A) "Commercial dance instruction" means a program of
26 lessons, procedures, guidance, teaching or training of a
27 person by an owner, employee, agent, principal, repre-
28 sentative or independent contractor of a commercial
29 dance studio in which ballroom or other types of dancing
30 is taught, the purpose of the instruction being pri-
31 marily for self improvement and such instruction is not
32 performance oriented, and includes instruction and other
services whether given to customers individually or in
groups.

1 (B) "Commercial dance studio" means any physical location or
2 facility, regardless of its size, of an independent or a
3 national or statewide commercial, for profit, dance
4 organization, business, company or corporation at which
5 or in which commercial dance instruction is offered or
6 conducted.

7 (C) "Contract for commercial dance instruction and other
8 services" means an agreement between a customer and a
9 commercial dance studio for commercial dance instruc-
10 tion.

11 (D) "Customer" means a person who enters into a contract for
12 commercial dance instruction and other services with a
13 commercial dance studio.

14 (E) "Educational dance instruction" means:

15 (1) A program of instruction which meets all of the
16 following criteria:

17 (a) The person who or organization which provides
18 the instruction employs no more than three
19 instructors;

20 (b) A gross amount of not more than one hundred
21 thousand dollars (\$100,000.00) per year is
22 received from contracts or fees for services;

23 (c) The program gives instruction primarily to
24 persons under the age of 18;

25 (d) The program gives instruction in ballet, tap
26 or other performance-oriented forms of dance;
27 and

28 (e) The program is not affiliated with or
29 franchised by any independent or national or
30 statewide commercial, for profit, dance orga-
31 nization, business, company, corporation or
32 studio;

1 (2) A program of dance instruction which operates under
2 the auspices of a recognized nonprofit performing
3 dance organization, including without limitation
4 conservatory or academy instruction by ballet com-
5 panies, modern dance companies, theatrical dance
6 academies or similar organizations; and

7 (3) A program of dance instruction which is operated by
8 any park or recreation agency, community arts
9 nonprofit organization or local arts agency.

10 (F) "Instructor" means the owner, principal, occupant
11 or lessee of a commercial dance studio or any of his or
12 her employees, agents, representatives or independent
13 contractors who trains customers in commercial dance
14 instruction.

15 (G) "Seller" means the owner, principal, occupant or lessee
16 of a commercial dance studio or any of his or her
17 employees, agents, representatives or independent
18 contractors who solicits commercial dance instruction
19 business on behalf of the commercial dance studio.

20 SECTION 3: (A) It is unlawful for any person to
21 commence, engage in or carry on a business of commercial
22 dance instruction without first obtaining and thereafter
23 maintaining a valid unexpired license pursuant to this
24 Chapter.

25 (B) Every commercial dance studio that is in existence and
26 licensed on August 7, 1988, shall have sixty days
27 thereafter in which to comply with the provisions of
28 this Chapter.

29 (C) In addition to the information that is required by LVMC
30 Chapter 6.02, an applicant for a commercial dance studio
31 license shall provide the Director with the following
32 information:

- 1 (1) A completed personal history questionnaire, a per-
2 sonal financial questionnaire, and an applicant's
3 release of information form of all principals of
4 the business;
- 5 (2) Exact copies of all sales presentations that will
6 be used, including without limitation the initial
7 sales and renewal sales presentations and any
8 financial information that will be requested from
9 the purchaser;
- 10 (3) An exact copy of the contract for commercial dance
11 instruction and other services that will be used by
12 the commercial dance studio for a course in commer-
13 cial dance instruction.

14 (D) Each commercial dance studio instructor and seller,
15 before commencing his or her employment as such, shall
16 obtain, and shall at all times thereafter, during the
17 course of such employment, maintain a work card that has
18 been issued by the Metropolitan Police Department in
19 accordance with the procedures and requirements of LVMC
20 Chapter 6.86.

21 SECTION 4: (A) Every contract for commercial dance
22 instruction or other services, or both, shall be in
23 writing and shall be subject to the provisions of this
24 Chapter, and a copy of the written contract shall be
25 given to the customer at the time he or she signs the
26 contract.

27 (B) No contract for commercial dance instruction or other
28 services, or both, shall require the payment by a
29 customer of any amount in excess of Two Thousand Five
30 Hundred Dollars.

31 (C) No contract for commercial dance instruction or other
32 services shall require the payment therefor or the

1 financing thereof by the customer over a period of time
2 in excess of twenty-five months after the date on which
3 the customer executes the contract, nor shall the term
4 of any such contract be measured by the life of the
5 customer. However, the instruction or other services,
6 or both, to be rendered to the customer under the
7 contract may extend over a period of time not to exceed
8 five years after the date on which the customer executes
9 the contract.

10 (D) Each contract for commercial dance instruction or other
11 services, or both, which may be in effect between the
12 same seller and the same customer, the terms of which
13 overlap for any period, shall be considered as one
14 contract for the purposes of this Chapter.

15 (E) Each contract for commercial dance studio instruction or
16 other services, or both, shall provide that performance
17 of the agreed-upon instructions will begin within three
18 months after the date on which the customer executes the
19 contract.

20 (F) Each contract for commercial dance studio instruction or
21 other services, or both, shall further provide that such
22 contract may be cancelled at any time after the customer
23 has received his or her copy thereof by the customer's
24 depositing with the United States Postal Service, pro-
25 perly addressed to the commercial dance studio at the
26 address that is stated in the contract and with postage
27 prepaid, a notice of such cancellation, and the commer-
28 cial dance studio shall, within ten days after its
29 receipt of such notice, refund to the customer all of
30 the monies that have been paid pursuant to the contract
31 less such amount as may have been paid for any dance
32 studio instruction or other services, or both, that the

1 customer received prior to the date of such can-
2 cellation. The contract may further provide, however,
3 that, if thirty or more days shall have elapsed between
4 the customer's receipt of his or her copy of the
5 contract and deposit of the notice of cancellation with
6 the United States Postal Service, the commercial dance
7 studio shall be entitled to retain ten percent of the
8 amount that would otherwise be required to be refunded.

9 (G) Each contract for commercial dance studio instruction or
10 other services, or both, shall contain a written state-
11 ment of the hourly rate that will be charged for each
12 type of lesson or service for which the customer has
13 contracted. If the contract includes types of dance
14 studio instruction or services which are sold at dif-
15 ferent per-hour rates, the contract shall contain
16 separate hourly rates for each different type of lesson
17 or service sold. All services for which the customer
18 has contracted which are not capable of a per-hour
19 charge shall be set forth in writing in specific terms.
20 The statement shall be contained in the contract before
21 the contract is presented to the customer for execution.

22 (H) Each commercial dance studio that is subject to this
23 Chapter shall include in each of its contracts for com-
24 mercial dance instruction or other services, or both, a
25 statement that the dance studio is bonded and that
26 information concerning the bond may be obtained by
27 writing to the Department. If the dance studio has
28 elected to make a cash deposit in lieu of procuring a
29 bond, the contract shall contain a description of the
30 cash deposit.

31 (I) No contract for commercial dance studio instruction or
32 other services, or both, shall require or entail the

1 execution of any note or series of notes by the customer
2 which, when they are separately negotiated, will insu-
3 late any purchaser or purchasers of such note or notes
4 from any right of action or defense which the customer
5 may have against the commercial dance studio.

6 (J) Each contract for commercial dance instruction or other
7 services, or both, shall contain a clause that provides
8 that if, by reason of the customer's disability or
9 death, the customer is unable to receive all of the
10 instruction or other services, or both, for which the
11 customer has contracted, the disabled customer or the
12 estate of the deceased customer, as the case may be,
13 shall be relieved of the obligation of making any
14 payment for the instruction or other services, or both,
15 other than those that were actually received prior to
16 the onset of disability or the death of the customer.
17 The contract shall further provide that, if the customer
18 has prepaid any sum for the instruction or other ser-
19 vices, or both, that portion of such sum as is allocable
20 to the lessons or other services, or both, that the
21 customer shall not receive shall be refunded to the
22 disabled customer or to the deceased customer's personal
23 representative, as the case may be, promptly upon
24 the receipt by the commercial dance studio of written
25 notification of such disability or death.

26 (K) Notwithstanding the provisions of any contract to the
27 contrary, whenever the contract price is payable in
28 installments and the customer is relieved from making
29 further payments or is entitled to a refund because of
30 disability or death, or the deceased customer's personal
31 representative, as the case may be, the disabled
32 customer shall be entitled to receive a refund or refund

1 of that portion of the cash price as is allocable to the
2 lessons or other services, or both, that the customer
3 did not actually receive.

4 (L) Any contract for commercial dance instruction or other
5 services, or both, which does not comply with the appli-
6 cable provisions of this Chapter shall be void and
7 unforceable as contrary to public policy.

8 (M) Any contract for commercial dance instruction or other
9 services, or both, that is entered into in reliance upon
10 any willful and false, fraudulent or misleading infor-
11 mation, representation, notice or advertisement of the
12 commercial dance studio, shall be void and unenforce-
13 able.

14 SECTION 5: No assignment of a contract for commer-
15 cial dance instruction or other services, or both, shall operate
16 to deprive the customer, as against the assignee thereof, of any
17 right of action or defense that arises out of such contract which
18 the customer has against the commercial dance studio regardless
19 of whether or not the assignee acquires the contract in good
20 faith and for value, unless the assignee provides the customer
21 with a written notice of such assignment, setting forth the
22 information that is required in this Section, and has not
23 received from the customer, within thirty days after the deposit
24 of such notice with the United States Postal Service, a written
25 statement that sets forth any facts that may give rise to a right
26 of action or defense by the customer against the commercial dance
27 studio. A notice of assignment shall:

28 (1) Be in writing and addressed to the customer at the
29 address shown on the contract;

30 (2) Identify the contract, including the name of the
31 commercial dance studio and the customer;

32 (3) Provide a description of the instruction or other

1 services, or both;

2 (4) State the balance that is due under the contract
3 and the number and amount of the unpaid
4 installments thereof; and

5 (5) Inform the customer that, unless the customer
6 shall, within thirty days after the date of the
7 deposit of such notice with the United States
8 Postal Service, notify the assignee with a written
9 statement that sets forth any facts giving rise to
10 a right of action or defense which the customer may
11 have against the commercial dance studio, such
12 right of action or defense shall not be effective
13 against the assignee.

14 SECTION 6: (A) The applicant for a commercial dance
15 studio license shall, before any license therefor may be issued,
16 file, and, after the issuance thereof, shall maintain, with the
17 Director a surety bond, which must be executed by a surety com-
18 pany that is authorized to do business in this State, in the
19 penal sum of twenty-five thousand dollars, for the initial year
20 of operation, and, thereafter, in the penal sum of twenty-five
21 thousand dollars or an amount that is equal to twenty-five per-
22 cent of the commercial dance studio's gross sales that are made
23 by or in connection with its operation within the corporate boun-
24 daries of the City during its preceding year of operation,
25 whichever amount is less. Such bond must first be approved as to
26 form by the City Attorney and shall be conditioned upon:

27 (1) The prompt payment by the licensee of the license
28 fee that is imposed by this Chapter;

29 (2) The indemnification by the licensee of the City and
30 all of the customers of the licensee against any
31 loss that the City or any such customers may
32 sustain by reason of any violation by the licensee

1 of any of the provisions of this Chapter or by
2 reason of any fraud or dishonesty on the part of
3 the licensee; and

4 (3) The prompt refund by the licensee of any amount
5 that is requested pursuant to any of the provisions
6 of this Chapter or any of the provisions of a
7 contract for commercial dance instruction or other
8 services, or both, including without limitation any
9 refund that is requested as a result of the failure
10 on the part of the licensee to provide the commer-
11 cial dance instruction or other services, or both,
12 in accordance with the terms of any such contract.

13 (B) The licensee annually shall file with the Director a
14 declaration under penalty of perjury, signed by the
15 licensee or a duly authorized officer or representative
16 of the licensee, that states the studio's gross sales
17 that are made by or in connection with its dance studio
18 operations within the corporate boundaries of the
19 City during its preceding year of operation. The infor-
20 mation that is contained in the declaration shall not be
21 subject to public inspection or disclosure.

22 (C) In the event of any recovery under the bond, the licen-
23 see shall immediately restore the penal sum thereof
24 to the amount that was originally required for the year
25 of the licensee's operation in which such recovery was
26 effected or shall file with the Director a substitute
27 bond in the form and penal sum that was required for
28 such year.

29 SECTION 7: This Chapter does not apply to any dance
30 studio that offers exclusively educational dance instruction or
31 to any commercial dance studio which does business on a cash
32 basis only and requires or receives less than Two Hundred Fifty

1 Dollars in advance payments from or on behalf of each customer
2 for commercial dance instruction or other services, or both,
3 which are to be rendered by the studio in the future, and such
4 advance payments are not required or received by the studio from
5 each customer more frequently than once every thirty days.

6 SECTION 8: Each commercial dance studio shall pay a
7 license fee that is based upon its gross sales that are made by
8 or in connection with its operations within the corporate boun-
9 daries of the City for each six month period of operation as
10 determined by LVMC 6.02.180 to 6.02.200, inclusive, and 6.04.005.

11 SECTION 9: If any section, subsection, subdivision,
12 paragraph, sentence, clause or phrase in this ordinance or any
13 part thereof is for any reason held to be unconstitutional or
14 invalid or ineffective by any court of competent jurisdiction,
15 such decision shall not affect the validity or effectiveness of
16 the remaining portions of this ordinance or any part thereof.
17 The City Council of the City of Las Vegas, Nevada, hereby
18 declares that it would have passed each section, subsection, sub-
19 division, paragraph, sentence, clause or phrase thereof
20 irrespective of the fact that any one or more sections, subsec-
21 tions, subdivisions, paragraphs, sentences, clauses, or phrases
22 be declared unconstitutional, invalid or ineffective.

23 SECTION 10: Whenever in this ordinance any act is
24 prohibited or is made or declared to be unlawful or an offense or
25 a misdemeanor, or whenever in this ordinance the doing of any act
26 is required or the failure to do any act is made or declared to
27 be unlawful or an offense or a misdemeanor, the doing of any such
28 prohibited act or the failure to do any such required act shall
29 constitute a misdemeanor and upon conviction thereof, shall be
30 punished by a fine of not more than \$1,000.00 or by imprisonment
31 for a term of not more than six months, or by any combination of
32 such fine and imprisonment. Any day of any violation of this

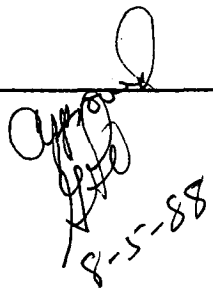
1 ordinance shall constitute a separate offense.

2 SECTION 11: All ordinances or parts of ordinances,
3 sections, subsections, phrases, sentences, clauses or paragraphs
4 contained in the Municipal Code of the City of Las Vegas, Nevada,
5 1983 Edition, in conflict herewith are hereby repealed.

6 PASSED, ADOPTED and APPROVED this 3rd day of August
7 August, 1988.

8 APPROVED:

9
10 By 
11 RON LURIE, Mayor


8-5-88

12 ATTEST:

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15 KATHLEEN M. TIGHE, City Clerk

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1 The above and foregoing ordinance was first proposed
2 and read by title to the City Council on the 6th day of
3 July, 1988, and referred to the following committee com-
4 posed of Councilmen Miller and
5 Bunker for recommendation; thereafter the
6 said committee reported favorably on said ordinance on the 3rd
7 day of August, 1988, which was a regular meeting of
8 said Council; that at said regular meeting, the proposed
9 ordinance was read by title to the City Council as amended and
10 adopted by the following vote:

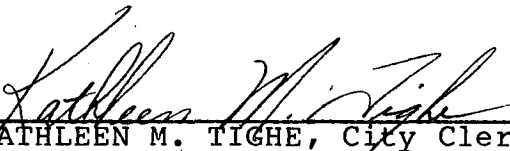
11 VOTING "AYE": Councilmen Adamsen, Bunker, Miller, Nolen and Mayor Lurie

12 VOTING "NAY": NONE

13 ABSENT: NONE

14
15 APPROVED:

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17 By 
18 RON LURIE, Mayor

19 ATTEST:
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21 
22 KATHLEEN M. TIGHE, City Clerk

BILL NO. 88-36

ORDINANCE NO. _____

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AN ORDINANCE RELATING TO COMMERCIAL DANCE STUDIOS; AMENDING TITLE 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, BY ADDING THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 6.27, PROVIDING DEFINITIONS OF CERTAIN TERMS, EXTENDING THE LICENSING REQUIREMENTS TO COMMERCIAL DANCE STUDIOS BY SETTING FORTH REGULATIONS, BONDING REQUIREMENTS, CONTRACTUAL REQUIREMENTS AND TERMS, AND REQUIRING THE EMPLOYEES OF COMMERCIAL DANCE STUDIOS TO OBTAIN WORK CARDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored by: Councilman W. Wayne Bunker
Summary: Extends licensing requirements to commercial dance studios, and includes therein requirements regarding costs, contracts, bonding and work cards for employees.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, to be designed as Chapter 6.27, consisting of the provisions that are set forth as Sections 2 to 8, inclusive, of this chapter:

SECTION 2: As used in this Chapter, unless the context otherwise indicates, the following terms shall have the meanings that are ascribed to them as follows:

- (A) "Commercial dance instruction" means a program of lessons, procedures, guidance, teaching or training of a person by an owner, employee, agent, principal, representative or independent contractor of a commercial dance studio in which ballroom or other types of dancing is taught, the purpose of the instruction being primarily for self improvement and such instruction is not performance oriented, and includes instruction and other services whether given to customers individually or in groups.

1 (B) "Commercial dance studio" means any physical location or
2 facility, regardless of its size, of an independent or a
3 national or statewide commercial, for profit, dance
4 organization, business, company or corporation at which
5 or in which commercial dance instruction is offered or
6 conducted.

7 (C) "Contract for commercial dance instruction and other
8 services" means an agreement between a customer and a
9 commercial dance studio for commercial dance instruc-
10 tion.

11 (D) "Customer" means a person who enters into a contract for
12 commercial dance instruction and other services with a
13 commercial dance studio.

14 (E) "Educational dance instruction" means:

15 (1) A program of instruction which meets all of the
16 following criteria:

17 (a) The person who or organization which provides
18 the instruction employs no more than three
19 instructors;

20 (b) A gross amount of not more than one hundred
21 thousand dollars (\$100,000.00) per year is
22 received from contracts or fees for services;

23 (c) The program gives instruction primarily to
24 persons under the age of 18;

25 (d) The program gives instruction in ballet, tap
26 or other performance-oriented forms of dance;
27 and

28 (e) The program is not affiliated with or
29 franchised by any independent or national or
30 statewide commercial, for profit, dance orga-
31 nization, business, company, corporation or
32 studio;

1 (2) A program of dance instruction which operates under
2 the auspices of a recognized nonprofit performing
3 dance organization, including without limitation
4 conservatory or academy instruction by ballet com-
5 panies, modern dance companies, theatrical dance
6 academies or similar organizations; and

7 (3) A program of dance instruction which is operated by
8 any park or recreation agency, community arts
9 nonprofit organization or local arts agency.

10 (F) "Instructor" means the owner, principal, occupant
11 or lessee of a commercial dance studio or any of his or
12 her employees, agents, representatives or independent
13 contractors who trains customers in commercial dance
14 instruction.

15 (G) "Seller" means the owner, principal, occupant or lessee
16 of a commercial dance studio or any of his or her
17 employees, agents, representatives or independent
18 contractors who solicits commercial dance instruction
19 business on behalf of the commercial dance studio.

20 SECTION 3: (A) It is unlawful for any person to
21 commence, engage in or carry on a business of commercial
22 dance instruction without first obtaining and thereafter
23 maintaining a valid unexpired license pursuant to this
24 Chapter.

25 (B) Every commercial dance studio that is in existence and
26 licensed on _____, 1988, shall have sixty days
27 thereafter in which to comply with the provisions of
28 this Chapter.

29 (C) In addition to the information that is required by LVMC
30 Chapter 6.02, an applicant for a commercial dance studio
31 license shall provide the Director with the following
32 information:

1 (1) A completed personal history questionnaire, a per-
2 sonal financial questionnaire, and an applicant's
3 release of information form of all principals of
4 the business;

5 (2) Exact copies of all sales presentations that will
6 be used, including without limitation the initial
7 sales and renewal sales presentations and any
8 financial information that will be requested from
9 the purchaser;

10 (3) An exact copy of the contract for commercial dance
11 instruction and other services that will be used by
12 the commercial dance studio for a course in commer-
13 cial dance instruction.

14 (D) Each commercial dance studio instructor and seller,
15 before commencing his or her employment as such, shall
16 obtain, and shall at all times thereafter, during the
17 course of such employment, maintain a work card that has
18 been issued by the Metropolitan Police Department in
19 accordance with the procedures and requirements of LVMC
20 Chapter 6.86.

21 SECTION 4: (A) Every contract for commercial dance
22 instruction or other services, or both, shall be in
23 writing and shall be subject to the provisions of this
24 Chapter, and a copy of the written contract shall be
25 given to the customer at the time he or she signs the
26 contract.

27 (B) No contract for commercial dance instruction or other
28 services, or both, shall require the payment by a
29 customer of any amount in excess of Two Thousand Five
30 Hundred Dollars.

31 (C) No contract for commercial dance instruction or other
32 services shall require the payment therefor or the

1 financing thereof by the customer over a period of time
2 in excess of twenty-five months after the date on which
3 the customer executes the contract, nor shall the term
4 of any such contract be measured by the life of the
5 customer. However, the instruction or other services,
6 or both, to be rendered to the customer under the
7 contract may extend over a period of time not to exceed
8 five years after the date on which the customer executes
9 the contract.

10 (D) Each contract for commercial dance instruction or other
11 services, or both, which may be in effect between the
12 same seller and the same customer, the terms of which
13 overlap for any period, shall be considered as one
14 contract for the purposes of this Chapter.

15 (E) Each contract for commercial dance studio instruction or
16 other services, or both, shall provide that performance
17 of the agreed-upon instructions will begin within three
18 months after the date on which the customer executes the
19 contract.

20 (F) Each contract for commercial dance studio instruction or
21 other services, or both, shall further provide that such
22 contract may be cancelled at any time after the customer
23 has received his or her copy thereof by the customer's
24 depositing with the United States Postal Service, pro-
25 perly addressed to the commercial dance studio at the
26 address that is stated in the contract and with postage
27 prepaid, a notice of such cancellation, and the commer-
28 cial dance studio shall, within ten days after its
29 receipt of such notice, refund to the customer all of
30 the monies that have been paid pursuant to the contract
31 less such amount as may have been paid for any dance
32 studio instruction or other services, or both, that the

1 customer received prior to the date of such can-
2 cellation. The contract may further provide, however,
3 that, if thirty or more days shall have elapsed between
4 the customer's receipt of his or her copy of the
5 contract and deposit of the notice of cancellation with
6 the United States Postal Service, the commercial dance
7 studio shall be entitled to retain ten percent of the
8 amount that would otherwise be required to be refunded.

9 (G) Each contract for commercial dance studio instruction or
10 other services, or both, shall contain a written state-
11 ment of the hourly rate that will be charged for each
12 type of lesson or service for which the customer has
13 contracted. If the contract includes types of dance
14 studio instruction or services which are sold at dif-
15 ferent per-hour rates, the contract shall contain
16 separate hourly rates for each different type of lesson
17 or service sold. All services for which the customer
18 has contracted which are not capable of a per-hour
19 charge shall be set forth in writing in specific terms.
20 The statement shall be contained in the contract before
21 the contract is presented to the customer for execution.

22 (H) Each commercial dance studio that is subject to this
23 Chapter shall include in each of its contracts for com-
24 mercial dance instruction or other services, or both, a
25 statement that the dance studio is bonded and that
26 information concerning the bond may be obtained by
27 writing to the Department. If the dance studio has
28 elected to make a cash deposit in lieu of procuring a
29 bond, the contract shall contain a description of the
30 cash deposit.

31 (I) No contract for commercial dance studio instruction or
32 other services, or both, shall require or entail the

1 execution of any note or series of notes by the customer
2 which, when they are separately negotiated, will insu-
3 late any purchaser or purchasers of such note or notes
4 from any right of action or defense which the customer
5 may have against the commercial dance studio.

6 (J) Each contract for commercial dance instruction or other
7 services, or both, shall contain a clause that provides
8 that if, by reason of the customer's disability or
9 death, the customer is unable to receive all of the
10 instruction or other services, or both, for which the
11 customer has contracted, the disabled customer or the
12 estate of the deceased customer, as the case may be,
13 shall be relieved of the obligation of making any
14 payment for the instruction or other services, or both,
15 other than those that were actually received prior to
16 the onset of disability or the death of the customer.
17 The contract shall further provide that, if the customer
18 has prepaid any sum for the instruction or other ser-
19 vices, or both, that portion of such sum as is allocable
20 to the lessons or other services, or both, that the
21 customer shall not receive shall be refunded to the
22 disabled customer or to the deceased customer's personal
23 representative, as the case may be, promptly upon
24 the receipt by the commercial dance studio of written
25 notification of such disability or death.

26 (K) Notwithstanding the provisions of any contract to the
27 contrary, whenever the contract price is payable in
28 installments and the customer is relieved from making
29 further payments or is entitled to a refund because of
30 disability or death, or the deceased customer's personal
31 representative, as the case may be, the disabled
32 customer shall be entitled to receive a refund or refund

1 of that portion of the cash price as is allocable to the
2 lessons or other services, or both, that the customer
3 did not actually receive.

4 (L) Any contract for commercial dance instruction or other
5 services, or both, which does not comply with the appli-
6 cable provisions of this Chapter shall be void and
7 unforceable as contrary to public policy.

8 (M) Any contract for commercial dance instruction or other
9 services, or both, that is entered into in reliance upon
10 any willful and false, fraudulent or misleading infor-
11 mation, representation, notice or advertisement of the
12 commercial dance studio, shall be void and unenforce-
13 able.

14 SECTION 5: No assignment of a contract for commer-
15 cial dance instruction or other services, or both, shall operate
16 to deprive the customer, as against the assignee thereof, of any
17 right of action or defense that arises out of such contract which
18 the customer has against the commercial dance studio regardless
19 of whether or not the assignee acquires the contract in good
20 faith and for value, unless the assignee provides the customer
21 with a written notice of such assignment, setting forth the
22 information that is required in this Section, and has not
23 received from the customer, within thirty days after the deposit
24 of such notice with the United States Postal Service, a written
25 statement that sets forth any facts that may give rise to a right
26 of action or defense by the customer against the commercial dance
27 studio. A notice of assignment shall:

28 (1) Be in writing and addressed to the customer at the
29 address shown on the contract;

30 (2) Identify the contract, including the name of the
31 commercial dance studio and the customer;

32 (3) Provide a description of the instruction or other

1 services, or both;

2 (4) State the balance that is due under the contract
3 and the number and amount of the unpaid
4 installments thereof; and

5 (5) Inform the customer that, unless the customer
6 shall, within thirty days after the date of the
7 deposit of such notice with the United States
8 Postal Service, notify the assignee with a written
9 statement that sets forth any facts giving rise to
10 a right of action or defense which the customer may
11 have against the commercial dance studio, such
12 right of action or defense shall not be effective
13 against the assignee.

14 SECTION 6: (A) The applicant for a commercial dance
15 studio license shall, before any license therefor may be issued,
16 file; and, after the issuance thereof, shall maintain, with the
17 Director a surety bond, which must be executed by a surety com-
18 pany that is authorized to do business in this State, in the
19 penal sum of twenty-five thousand dollars, for the initial year
20 of operation, and, thereafter, in the penal sum of twenty-five
21 thousand dollars or an amount that is equal to twenty-five per-
22 cent of the commercial dance studio's gross sales that are made
23 by or in connection with its operation within the corporate boun-
24 daries of the City during its preceding year of operation,
25 whichever amount is less. Such bond must first be approved as to
26 form by the City Attorney and shall be conditioned upon:

27 (1) The prompt payment by the licensee of the license
28 fee that is imposed by this Chapter;

29 (2) The indemnification by the licensee of the City and
30 all of the customers of the licensee against any
31 loss that the City or any such customers may
32 sustain by reason of any violation by the licensee

1 of any of the provisions of this Chapter or by
2 reason of any fraud or dishonesty on the part of
3 the licensee; and

4 (3) The prompt refund by the licensee of any amount
5 that is requested pursuant to any of the provisions
6 of this Chapter or any of the provisions of a
7 contract for commercial dance instruction or other
8 services, or both, including without limitation any
9 refund that is requested as a result of the failure
10 on the part of the licensee to provide the commer-
11 cial dance instruction or other services, or both,
12 in accordance with the terms of any such contract.

13 (B) The licensee annually shall file with the Director a
14 declaration under penalty of perjury, signed by the
15 licensee or a duly authorized officer or representative
16 of the licensee, that states the studio's gross sales
17 that are made by or in connection with its dance studio
18 operations within the corporate boundaries of the
19 City during its preceding year of operation. The infor-
20 mation that is contained in the declaration shall not be
21 subject to public inspection or disclosure.

22 (C) In the event of any recovery under the bond, the licen-
23 see shall immediately restore the penal sum thereof
24 to the amount that was originally required for the year
25 of the licensee's operation in which such recovery was
26 effected or shall file with the Director a substitute
27 bond in the form and penal sum that was required for
28 such year.

29 SECTION 7: This Chapter does not apply to any com-
30 mercial dance studio which does business on a cash basis only and
31 requires or receives less than Fifty Dollars in advance payments
32 from or on behalf of each customer for commercial dance instruc-

1 tion or other services, or both, which are to be rendered by the
2 studio in the future, and such advance payments are not required
3 or received by the studio from each customer more frequently than
4 once every thirty days.

5 SECTION 8: Each commercial dance studio shall pay a
6 license fee that is based upon its gross sales that are made by
7 or in connection with its operations within the corporate boun-
8 daries of the City for each six month period of operation as
9 determined by LVMC 6.02.180 to 6.02.200, inclusive, and 6.04.005.

10 SECTION 9: If any section, subsection, subdivision,
11 paragraph, sentence, clause or phrase in this ordinance or any
12 part thereof is for any reason held to be unconstitutional or
13 invalid or ineffective by any court of competent jurisdiction,
14 such decision shall not affect the validity or effectiveness of
15 the remaining portions of this ordinance or any part thereof.
16 The City Council of the City of Las Vegas, Nevada, hereby
17 declares that it would have passed each section, subsection, sub-
18 division, paragraph, sentence, clause or phrase thereof
19 irrespective of the fact that any one or more sections, subsec-
20 tions, subdivisions, paragraphs, sentences, clauses, or phrases
21 be declared unconstitutional, invalid or ineffective.

22 SECTION 10: Whenever in this ordinance any act is
23 prohibited or is made or declared to be unlawful or an offense or
24 a misdemeanor, or whenever in this ordinance the doing of any act
25 is required or the failure to do any act is made or declared to
26 be unlawful or an offense or a misdemeanor, the doing of any such
27 prohibited act or the failure to do any such required act shall
28 constitute a misdemeanor and upon conviction thereof, shall be
29 punished by a fine of not more than \$1,000.00 or by imprisonment
30 for a term of not more than six months, or by any combination of
31 such fine and imprisonment. Any day of any violation of this
32 ordinance shall constitute a separate offense.

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SECTION 11: All ordinances or parts of ordinances,
sections, subsections, phrases, sentences, clauses or paragraphs
contained in the Municipal Code of the City of Las Vegas, Nevada,
1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of
_____, 1988.

APPROVED:

By _____
RON LURIE, Mayor

ATTEST:

KATHLEEN M. TIGHE, City Clerk

1 The above and foregoing ordinance was first proposed and read by
2 title to the City Council on the _____ day of _____, 1988,
3 and referred to the following committee composed of _____
4 _____ and _____ for recommen-
5 dation; thereafter the said committee reported favorably on said
6 ordinance on the _____ day of _____, 1988, which was a
7 _____ meeting of said Council; that at said
8 _____ meeting, the proposed ordinance was read by
9 title to the City Council as first introduced and adopted by the
10 following vote:

11 VOTING "AYE": _____
12 VOTING "NAY": _____
13 ABSENT: _____

15 APPROVED:

17 By _____
18 RON LURIE, Mayor

19 ATTEST:
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22 KATHLEEN M. TIGHE, City Clerk

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FIRST AMENDMENT

BILL NO. 88-36
ORDINANCE NO. 3369

AN ORDINANCE RELATING TO COMMERCIAL DANCE STUDIOS; AMENDING TITLE 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, BY ADDING THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 6.27, PROVIDING DEFINITIONS OF CERTAIN TERMS, EXTENDING THE LICENSING REQUIREMENTS TO COMMERCIAL DANCE STUDIOS BY SETTING FORTH REGULATIONS, BONDING REQUIREMENTS, CONTRACTUAL REQUIREMENTS AND TERMS, AND REQUIRING THE EMPLOYEES OF COMMERCIAL DANCE STUDIOS TO OBTAIN WORK CARDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Summary: Extends licensing requirements to commercial dance studios, and includes therein requirements regarding costs, contracts, bonding and work cards for employees.

Sponsored by:
Councilman W. Wayne Bunker

The above and foregoing amended ordinance was first proposed and read by title to the City Council on the 6th day of July, 1988, and referred to the following committee composed of Councilmen Miller and Bunker, for recommendation; thereafter the said committee reported favorably on said amended ordinance on the 3rd day of August, 1988 which was a regular meeting of said City Council; that at said regular meeting the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE" Councilmen:
Adamsen, Bunker, Miller, Nolen and Mayor Lurie.
VOTING "NAY" Councilmen: NONE
ABSENT: NONE

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 10TH FLOOR, CITY HALL, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA.

PUB: August 6, 1988
Las Vegas SUN

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA, }
COUNTY OF CLARK } ss.

JOAN POLLACK

, being first duly sworn,

deposes and says: That he is LEGAL CLERK of the LAS VEGAS SUN, a daily newspaper of general circulation, printed and published at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time

from August 6, 1988 to August 6, 1988

inclusive, being the issues of said newspaper for the following dates, to-wit:
August 6, 1988

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed Joan Pollack

Subscribed and sworn to before me this
day of

Arthur L. ...



Notary Public in and for the County of Nevada

Notary Public - State of Nevada
CLARK COUNTY

My Appointment Expires Apr. 14, 1989

My Commission Expires

RECEIVED
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CITY CLERK

FIRST AMENDMENT
BILL NO. 88-36

AN ORDINANCE RELATING TO COMMERCIAL DANCE STUDIOS; AMENDING TITLE 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, BY ADDING THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 6.27, PROVIDING DEFINITIONS OF CERTAIN TERMS, EXTENDING THE LICENSING REQUIREMENTS TO COMMERCIAL DANCE STUDIOS BY SETTING FORTH REGULATIONS, BONDING REQUIREMENTS, CONTRACTUAL REQUIREMENTS AND TERMS, AND REQUIRING THE EMPLOYEES OF COMMERCIAL DANCE STUDIOS TO OBTAIN WORK CARDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored by:
Councilman W. Wayne Bunker

Summary: Extends licensing requirements to commercial dance studios, and includes therein requirements regarding costs, contracts, bonding and work cards for employees.

At a City Council meeting
July 6, 1988

BILL NO. 88-36 WAS READ BY TITLE AND REFERRED TO RECOMMENDING COMMITTEE: Councilmen Miller and Bunker

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PUB: July 21, 1988
Las Vegas SUN

RECEIVED
AFFIDAVIT OF PUBLICATION

JUL 28 10 01 AM '88

STATE OF NEVADA, { ss.
COUNTY OF CLARK

CITY CLERK
JOAN POLLACK, being first duly sworn,

deposes and says: That he is LEGAL CLERK of the LAS VEGAS SUN, a daily newspaper of general circulation, printed and published at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time

from July 21, 1988 to July 21, 1988

inclusive, being the issues of said newspaper for the following dates, to-wit:

July 21, 1988

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed Joan Pollack

Subscribed and sworn to before me this 24th
day of July, 1988

Ruthe V. Deskin
Notary Public in and for Clark County Nevada

RUTHE V. DESKIN
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires Apr. 14, 1989

My Commission Expires

FIRST AMENDMENT
BILL NO. 88-36

AN ORDINANCE RELATING TO COMMERCIAL DANCE STUDIOS; AMENDING TITLE 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, BY ADDING THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 6.27, PROVIDING DEFINITIONS OF CERTAIN TERMS, EXTENDING THE LICENSING REQUIREMENTS TO COMMERCIAL DANCE STUDIOS BY SETTING FORTH REGULATIONS, BONDING REQUIREMENTS, CONTRACTUAL REQUIREMENTS AND TERMS, AND REQUIRING THE EMPLOYEES OF COMMERCIAL DANCE STUDIOS TO OBTAIN WORK CARDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored by:
Councilman W. Wayne Bunker

Summary: Extends licensing requirements to commercial dance studios, and includes therein requirements regarding costs, contracts, bonding and work cards for employees.

At a City Council meeting
July 6, 1988

BILL NO. 88-36 WAS READ BY TITLE AND REFERRED TO RECOMMENDING COMMITTEE: Councilmen Miller and Bunker

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 10TH FLOOR, CITY HALL, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA.
PUB: July 21, 1988
Las Vegas SUN

RECEIVED

AFFIDAVIT OF PUBLICATION

JUL 20 10 05 AM '88

STATE OF NEVADA, }
COUNTY OF CLARK } ss.

CITY CLERK

JOAN POLLACK, being first duly sworn,

deposes and says: That he is LEGAL CLERK of the LAS VEGAS SUN, a daily newspaper of general circulation, printed and published at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time

from July 21, 1988 to July 21, 1988

inclusive, being the issues of said newspaper for the following dates, to-wit:

July 21, 1988

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed Joan Pollack

Subscribed and sworn to before me this 24th
day of July, 1988

Ruthe V. Deskin

Notary Public in and for Clark County, Nevada

My Commission Expires



RUTHE V. DESKIN
Notary Public - State of Nevada
CLARK COUNTY

My Appointment Expires Apr. 14, 1989



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FIRST AMENDMENT

BILL NO. 88-36
ORDINANCE NO. 3369

AN ORDINANCE RELATING TO COMMERCIAL DANCE STUDIOS; AMENDING TITLE 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, BY ADDING THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 6.27; PROVIDING DEFINITIONS OF CERTAIN TERMS; EXTENDING THE LICENSING REQUIREMENTS TO COMMERCIAL DANCE STUDIOS BY SETTING FORTH REGULATIONS, BONDING REQUIREMENTS, CONTRACTUAL REQUIREMENTS AND TERMS, AND REQUIRING THE EMPLOYEES OF COMMERCIAL DANCE STUDIOS TO OBTAIN WORK CARDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Summary: Extends licensing requirements to commercial dance studios, and includes therein requirements regarding costs, contracts, bonding and work cards for employees.

Sponsored by:
Councilman W. Wayne Bunker

The above and foregoing amended ordinance was first proposed and read by title to the City Council on the 8th day of July, 1988, and referred to the following committee composed of Councilmen Miller and Bunker, for recommendation; thereafter the said committee reported favorably on said amended ordinance on the 3rd day of August, 1988 which was a regular meeting of said City Council; that at said regular meeting the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:
VOTING "AYE" Councilmen: Adamsen, Bunker, Miller, Nolan and Mayor Lurie.
VOTING "NAY" Councilmen: NONE
ABSENT: NONE

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 10TH FLOOR, CITY HALL, 400 EAST STEWART AVENUE, LAS VEGAS NEVADA.

PUB: August 6, 1988
Las Vegas SUN

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA, }
COUNTY OF CLARK } ss.

JOAN POLLACK

CITY CLERK

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being first duly sworn,

deposes and says: That he is LEGAL CLERK of the LAS VEGAS SUN, a daily newspaper of general circulation, printed and published at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time

from August 6, 1988 to August 6, 1988

inclusive, being the issues of said newspaper for the following dates, to-wit:
August 6, 1988

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed Joan Pollack

Subscribed and sworn to before me this 8th day of August, 1988

Ruthe V. Deskin

Notary Public in and for Clark County, Nevada
RUTHE V. DESKIN
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires Apr. 14, 1989

My Commission Expires



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