



APPLAUSE MUSIC ACADEMY POLICY AND AGREEMENT

1200 E. Route 66, Suite 112
Glendora, CA 91740
(626)665-8993
ApplauseMusicAcademy.com

This **POLICY AND AGREEMENT** is made and entered on this day _____
by and between APPLAUSE MUSIC ACADEMY and
(Parent/Guardian) _____, AND
(Student) _____.

LESSONS

1. This Policy and Agreement is a legal contract between **Applause Music Academy** and you for private, individual music lessons provided by **Applause Music Academy** faculty to the student. Student agrees to enroll with the Academy for such lessons and abide by the provisions of the Academy Policy, as a condition to Academy providing music lessons to the student.
2. **Lesson Schedule.** Private individual lessons are conducted on a weekly basis, for 30/45/60 minutes, depending on the assessed level and development of the student. The length of the lesson remains the same, regardless of tardy arrival by student. Each student is designated a specific, ongoing weekly day and time for lessons which has been reserved exclusively for your student, which generally precludes our faculty member from accepting other teaching or performing opportunities during that time. Therefore, students are expected to attend all scheduled lessons, unless otherwise arranged in advance with **Applause Music Academy**.
3. **Cancelled and Missed Lessons.** Lessons cancelled or missed by the student will NOT be refunded or credited.
4. Each student is entitled to two (2) make-up lessons per calendar year. To qualify for an entitled make-up lesson, student must notify the Academy 24-hours or more in advance. All subsequent requests for make-up lessons are subject to additional tuition fee. Missed make-up lessons cannot be rescheduled, refunded, or credit. Lessons cancelled by your instructor for any reason other than scheduled closures or holidays, will be rescheduled, but will not be refunded or credited.
5. Excusable prolonged absences require a note from a doctor and/or a professional. Special arrangements must be made for extended absences (2 or more consecutive weeks).
6. **Termination of Lessons.** Lessons are continuous and ongoing, effective as of the date of this Policy and Agreement written above. Student may terminate lessons for any reason. To terminate lessons, student must provide at least four-week advance written notice to **Applause Music Academy**, during which month the tuition has been paid in full. The Academy may also terminate lessons for any reason, at the sole discretion of the Academy. If lessons are terminated, tuition will be pro-rated up to the last lesson taken and a refund provided, if applicable.

TUITION and FEES

1. Tuition is NON-REFUNDABLE and NON-TRANSFERABLE.
2. There are NO Registration or Application Fees.
7. Tuition is calculated ANNUALLY. Lessons are provided for forty-eight (48) weeks throughout the entire calendar year. Each monthly payment represents an installment of the annual tuition fee. We will be closed for major holidays, e.g. Independence, Day, Thanksgiving weekend, New Year's Day, Memorial Day, Labor Day, and designated Winter, Spring, and Summer breaks.
3. Tuition is due at the first lesson of the month. Tuition received after the tenth (10th) day of the month will be considered late and will incur a \$20 late fee for each 30-day period that payment is not made in full. A \$25 fee will be charged for checks rejected for insufficient funds.
4. Tuition may increase once per calendar year, in accordance with the current CPI, or 4%, whichever is less, and rounded up to the nearest dollar.
5. Monthly tuition may be personally delivered or mailed to **Applause Music Academy** at 1200 E. Route 66, Glendora, CA 91740 by the tenth (10th) day of each month. Acceptable methods of payment are by personal check, cash, or PayPal.

Initials _____

6. **Materials; Activity Fees.** Students will be informed of the required music materials at lessons. Students are responsible to obtain these materials either directly from **Applause Music Academy** or from any other source. The cost of materials and fees for participation in festival, evaluations, competitions and other activities will be charged separately in addition to the monthly tuition.
7. **Workshops; Group Lessons.** **Applause Music Academy** may periodically provide workshops, master-classes, or group lessons for advancing student's knowledge and skill development in musicianship, ensemble, theory, technique, or preparation for musical examinations, evaluations, competitions, and performances. The fees for most of these workshops and group classes are included in your monthly tuition. The Academy will provide separate registration forms for those activities, which are charged separately from the monthly private lesson tuition.

EXPECTATIONS: Students are expected to:

- Treat teachers, other students, and Academy property respectfully
- Bring required lesson materials and books to each lesson
- Complete practice and written assignments as instructed

Parents:

1. Parents are welcome to attend and quietly observe the lesson in the waiting area. However, if a parent's presence is disruptive to the concentration and efforts of student, the parent may be asked to kindly wait in the adjacent room until the end of the lesson.
2. To ensure your child's safety, please be sure to pick him/her up promptly after class/lesson time. Faculty and staff are not responsible for supervising children outside of designated teaching time.
3. Siblings of students may not be left at **Applause Music Academy** unattended.
4. **Applause Music Academy Policy and Agreement** will periodically be updated. You will be notified of these updates and can find the latest version on our website. You agree to abide by the most recently updated policies.

Waiver of Liability; Indemnification. Parent and student hereby waives, releases, discharges, and covenants not to sue studio, its owners, employees, agents or representatives of **Applause Music Academy** from any and all liability, claims, demands, losses, or damages arising out of, or related to, student's participation in studio on-site or off-site lessons, events, or activities whether based in contract or tort.

Parent and student agree to indemnify, defend, and hold harmless **Applause Music Academy**, its instructors, owners, agents from any and all claims, demands, losses, attorney's fees, costs, liabilities, or damages against studio arising out of student's participation in studio programs.

Media Consent. Parent and/or Student hereby consents to and authorizes **Applause Music Academy** to capture and use video-audio recordings and photographic images of Student and Student's musical performances and quoted statements in print, electronic, or online media, for educational and School promotional purposes only, without any compensation to Parent or Student. Parent and/or Student agrees to waive and release any and all claims Parent may have against Studio relating to the use of these recordings, images, or statements. This Consent is binding upon all heirs and future legal representatives. The Academy will not personally identify a minor child by full name in connection with a video recording or photographic image of the child, unless the Academy receives separate written signed consent from the Parent.

Dispute Resolution. In the event of any dispute, claim, or disagreement ("Dispute") arising from this Policy and Agreement, the parties shall use their best efforts to settle the Dispute. To this effect, the parties shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, all Disputes shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof.

Severability. If any term or provision of **Applause Music Academy's Policy and Agreement** is illegal or invalid for any reason, such provision is severable from the rest and shall not affect the legality or validity of the remainder of this **Applause Music Academy Policy and Agreement**.

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