

# **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 between APPLAUSE MUSIC ACADEMY and Parent / Guardian / Student. Please review this Academy Policy as it sets out the rules that our Academy has established to make the learning experience beneficial for all students. These rules are part of the contract you have with our Academy.

### **LESSONS**

#### **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. Lessons are continuous and ongoing. Lessons can be conducted in-person, virtual, or in hybrid format.
- 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 the Academy.
- Each student will have forty-six (46) lessons per calendar year regardless of which day of the week the lessons are scheduled.
- Changes to student's scheduled lesson day and time are allowed three (3) times per calendar year.
- The length of the lesson remains the same, regardless of tardy arrival by student.

#### **Cancelled and Missed Lessons**

- The Academy **does not give credits or refunds** for lessons missed by a student.
- The Academy may provide make-up lessons when a time slot is available if a student provides at least 24-hour advance notice of an expected absence.
- The Academy understands that students will miss lessons due to illness, inclement weather, family emergencies, or other issues that may arise. If you know that the student will miss a lesson, please contact us at your earliest convenience. We will make every effort to reschedule the lesson at a convenient time, but we cannot guarantee that each missed lesson will be made up. In cases of cancellations and missed lessons for reasons other than illness occurring on the day of student's lesson, the lesson cannot be made up.
- Virtual lessons may be scheduled if the student is unable to attend his or her regularly scheduled lesson. Virtual lessons can be scheduled for regular or make-up lessons.

- Special arrangements must be made for extended absences (2 or more consecutive weeks.) This does not apply to the weeks that are school closures (i.e. Spring break, Summer break, Winter break). For example, if the student is missing only one or two weeks outside of school closure dates, those lessons will be rescheduled. If the student is absent longer than 3 weeks, you can choose to withdraw and resume when you're ready, however your lesson time may not be available upon your return.
- If the teacher is unable to provide a scheduled lesson due to illness or other reasons, make-up lessons will be scheduled at a time when the student and the teacher are available. Lessons cancelled by your instructor for any reason other than scheduled closures or holidays, will be rescheduled, but will not be refunded or credited.

### **Termination of Lessons**

- 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 terminate lessons for any reason, at the sole discretion of the Academy. If lessons are terminated by the Academy, tuition will be prorated up to the last lesson taken and a refund provided, if applicable.

## **TUITION PAYMENTS AND OTHER FEES**

- Tuition is **NON-REFUNDABLE** and **NON-TRANSFERABLE**. No exceptions will be made.
- Tuition is calculated **ANNUALLY**. Our tuition is billed in equal monthly installments. Although any individual month may have between 2 to 5 possible lessons, this averages out over the course of the year as our school calendar ensures forty-six (46) lessons per year for each day of the week we operate.
- We offer prorated tuition based on the actual number of lesson days available during a student's first month **ONLY**; all other months are billed at the flat rate irrespective of the number of lesson days.
- Monthly Tuition is due no later than the twentieth (20<sup>th</sup>) day of each month, prior to the month in which lessons are expected. For example, Tuition for the month of February will be due no later than January 20<sup>th</sup>. Tuition received after the twentieth (20<sup>th</sup>) day of the prior month will be considered late and will incur a \$40 late fee. Lessons may be suspended or terminated by the Academy if tuition payment **AND** the late fee are not received by the 1<sup>st</sup> of the month. No lessons will be provided during the month unless the entire monthly payment has been made prior to the start of the month.
- A \$35 fee will be charged for checks rejected for insufficient funds.
- Monthly tuition may be submitted electronically (PayPal, Zelle, Venmo, ect.) or personally delivered or mailed to **Applause Music Academy** at 1200 E. Route 66, Glendora, CA 91740 by the twentieth (20<sup>th</sup>) day of each month.

- Tuition may increase once per calendar year, in accordance with the current CPI.
- Beginning January, 2022 there will be a \$15 per student fee for each Recital.
- The cost of materials and fees for participation in festivals, evaluations, competitions and other activities will be charged separately in addition to the monthly tuition.
- We offer sibling discounts and incentives for referrals. Ask the academy for details.

### **Material**

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.

### **Workshops and 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.

## **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:

- Parents are welcome to attend and quietly observe the lesson in the waiting area. However, if a parent's presence is disruptive to the student's concentration and efforts, the parent may be asked to kindly wait in the adjacent room until the end of the lesson.
- 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.
- Siblings of students may not be left at the Academy unattended.
- **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 waive, 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 the Academy arising out of student's participation in Academy 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 the Academy 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.

*Please note that **Applause Music Academy** policies are in accord with recommended professional policies of the Music Teachers National Association (MTNA), the California Association of Professional Music Teachers (CAPMT), and the Music Teachers Association of California (MTAC).*