

## STUDIO POLICY AND AGREEMENT

This STUDIO POLICY AND AGREEMENT (“Studio Policy”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Victoria Sabonjohn (“Studio”) and \_\_\_\_\_, parent of \_\_\_\_\_ (“Student”).

- 1. Lessons.** This Studio Policy and Agreement is a legal contract between Studio and Student for private, individual music lessons provided by Studio to Student. Student agrees to enroll with Studio for such lessons and abide by the provisions of the Studio Policy, as a condition to Studio providing music lessons to Student.
- 2. Lesson Schedule.** Private individual lessons are conducted on a weekly basis, for either 30 minutes, 45 minutes, or 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 Student. Students are expected to attend all scheduled lessons, unless otherwise arranged in advance with the Studio. Recurring lesson time is \_\_\_\_\_ at \_\_\_\_\_.
- 3. Tuition.** Tuition fees are \$36 per 30 minutes, \$51 per 45 minutes, and \$67 per 60 minutes. Tuition is due at the time of each lesson, or for first lesson of the month. Tuition received after the tenth day of the month will be considered late and will incur a 10% late fee for each 30-day period that payment is not made in full. A \$10 fee will be charged for checks rejected for non-sufficient funds.
- 4. Annual Tuition Increase.** Tuition may increase on the first day of each year, in accordance with the current CPI, or 4%, whichever is less, and rounded up to the nearest dollar.
- 5. Payment.** Weekly payment is expected at the beginning of each lesson. Monthly tuition may be personally delivered to the Studio or mailed by the first lesson of the month. Acceptable methods of payment are by personal check, cash, or PayPal. The PayPal fee of 2.9% + \$0.30 will apply on top of the lesson tuition amount.
- 6. Materials; Activity Fees.** Students will be informed of the required music materials at lessons. Students are responsible to purchase materials directly, unless otherwise provided by the Studio. The cost of materials and fees for participation in festival, evaluations, competitions and other activities is separate. Borrowed materials which have been subsequently lost by the Student may be charged the replacement cost.
- 7. Cancelled Lessons:** If the Studio is contacted with 24 hours notice of a cancellation, the Student will not be charged the lesson tuition and is eligible for a make-up lesson within the next week. If 24 hours notice is not given, the lesson tuition will still be due. Illness or injury

automatically counts as an excused absence and no tuition will be due. Make-up lessons will be scheduled on an individual basis at the instructor's home studio. The Studio will also adhere to these guidelines in advising the Student of any necessary changes.

8. **Studio Closures.** Lessons are provided throughout the entire calendar year, except for during Studio Closures. The Studio will be closed for several weeks during winter and summer breaks. The Studio will also be closed on most major USA holidays. Tuition is not charged for lessons that are not taken due to Studio Closures. Notice of Studio Closures will be sent via email 1 to 2 weeks before the affected lesson.
9. **Termination of Lessons.** Lessons are continuous and ongoing, effective as of the date of this Studio Policy and Agreement written above. Student may terminate lessons for any reason. To terminate lessons, Student must provide at least 2 weeks notice to Studio, during which time the tuition has been paid in full. Studio may also terminate lessons for any reason, at the sole discretion of Studio. If Studio terminates lessons, tuition will be pro-rated up to the last lesson taken and a refund provided, if applicable.
10. **Studio Expectations.** Students are expected to:
  - Treat the Studio teacher, other students, and Studio property respectfully
  - Bring required music, lesson notebook, reeds, and instrument in working order to each lesson
  - Complete practice and written assignments

The Studio will provide Student with verbal or written warnings of breaches in Studio Expectations, and Student has the opportunity to correct or rectify such breaches. Repeated or frequent breaches may result in termination of lessons.

11. **Parents or Siblings at Lessons.** Parents are welcome to attend and quietly observe the lesson in the waiting area provided by Studio. However, if a parent's presence is disruptive to the concentration and efforts of Student, the parent may be asked to kindly wait outside until the end of the lesson. Due to physical space limitations and to ensure a focused environment for the Student, non-student siblings, grandparents, caregivers, and other persons cannot stay during the lesson. Siblings who are students and are awaiting or finished their own lesson may stay during their sibling's lesson.
12. **Waiver of Liability; Indemnification.** PARENT AND STUDENT HEREBY WAIVES, RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE STUDIO, ITS OWNERS, EMPLOYEES, AGENTS OR REPRESENTATIVES ("RELEASEES") 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 ("STUDIO PROGRAMS"), WHETHER BASED IN CONTRACT OR TORT.

**PARENT AND STUDENT AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES 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.**

- 13. Media Consent.** Parent and/or Student hereby consents to and authorizes the Studio 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 Studio 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. Studio will not personally identify a minor child by full name in connection with a video recording or photographic image of the child, unless Studio receives separate written signed consent from the Parent.
- 14. Dispute Resolution.** In the event of any dispute, claim, or disagreement (“Dispute”) arising from this Studio 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.
- 15. Severability.** If any term or provision of this Studio 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 Studio Policy and Agreement.

**THE UNDERSIGNED HAS READ THIS STUDIO POLICY AND AGREEMENT, AND FULLY UNDERSTANDS AND AGREES WITH ITS TERMS, CONDITIONS, AND PROVISIONS.**

**STUDENT (or Parent/Guardian):**

**VICTORIA SABONJOHN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_