## Holy Spirit Preparatory School Music Instruction Policies & Agreement

Metro Music Makers, Inc. is committed to providing Customers with quality music instruction. The following policies have been adopted to facilitate such provision and the Customers agree to be bound by such policies as part of their registration for music instruction.

**Environment:** It is the Customer and/or Contracting School's responsibility to provide an environment that is conducive for learning and safe for both the instructor and the Customer (the use of the term Customer includes collectively the parent(s), guardian(s) and the student). In order to reduce the risk of spreading germs from student-to-student, Customers are required to have freshly washed hands at each lesson and appropriately trimmed nails.

**Proper Attire and Conduct**: Customers shall wear appropriate clothing. Clothes that are not appropriate shall include, but not be limited to, skirts and/or shorts that are very short in length, midriff baring tops, halters, bathing suits, see through clothes, clothes with offensive writing displayed, etc. Customers shall conduct themselves in a civil manner and yelling, swearing, aggressive or suggestive behavior shall not be tolerated. Should an instructor believe, in his sole discretion, that the Customer's attire and conduct are not appropriate, the instructor may terminate the lesson and no refund or credit shall be due the Customer.

**Performances:** Customers are encouraged to participate in every performance opportunity. Performance opportunities and requirements may vary depending on Customer goals.

**Musical Instruments and Injuries to Persons or Property:** Metro Music Makers is not responsible for any rental or other fees owed with respect to Customer's musical instruments. Metro Music Makers is also not responsible for damage or injury to persons or property relating to the provision of lessons.

**Music Books/Materials:** Customers are responsible for purchasing music books and materials for use during lessons and practice. Instructors may order and/or purchase books and materials for the Customer in which case the total amount of the items ordered plus shipping and handling fees will be charged to the credit card on file for the Customer.

Late Arrivals or Missed Lessons: Customers who arrive late to lessons may not receive a full lesson and Metro Music Makers shall have no obligation to reschedule such lost time and / or shall have no obligation to provide any refund or credit. If the Customer misses the lesson entirely, the lesson shall be forfeited and Metro Music Makers shall also have no obligation to provide a refund or credit.

**Rescheduling by Customer:** All cancellations require at least 24-hours advance notice and must be communicated to the instructor and Metro Music Makers at info@metromusicmakers.com. Lessons cancelled the day of the lesson will be forfeited, and no credits or refunds will be given for forfeited lessons. Rescheduled lessons are subject to the instructor's availability.

**Rescheduling by Metro Music Makers:** Lessons that are cancelled by the instructor and/or Metro Music Makers will be rescheduled at the earliest possible date and/or a substitute may be provided. No credits or refunds will be given since a make-up date and/or substitute will be provided.

**Discontinuing Lessons:** The Customer must provide Metro Music Makers with 2-weeks notice of the decision to discontinue lessons. This notice must be given directly to Metro Music Makers (and not to the instructor) via email (info@metromusicmakers.com or billing@metromusicmakers.com) or phone (678-637-7293). No credits or refunds will be given for unused tuition.

**Discontinuing a Class or Ensemble:** All fees associated with classes and ensembles are non-refundable. The customer must provide Metro Music Makers with 2-weeks notice of the decision to discontinue a class or ensemble via email

(info@metromusicmakers.com) or phone (678-637-7293). No credits or refunds will be given for unused tuition.

**Payment:** Lessons are billed according to the billing schedule provided at the time of registration. A \$30.00 late charge will be added to payments not received by the agreed upon due date. Metro Music Makers offers the convenience of automatic billing and currently accepts Visa and MasterCard credit/debit cards, Discover, and American Express credit cards. Customers may view bills and receipts in their online Metro Music Makers account.

**Instructors:** Instructors are independent contractors, not employees of Metro Music Makers. Instructors are under contract to provide instruction to students of Metro Music Makers and have no other duties or authority. Metro Music Makers reserves the right to change the instructor at any time in its sole discretion.

**Non-Solicitation:** The Customer agrees that during the time lessons are taken by the Customer from Metro Music Makers, the Customer will not solicit or accept any music lessons directly or indirectly from any Metro Music Makers instructor from which the Customer had contact through Metro Music Makers, except for such lessons for which payment is made to Metro Music Makers.

**Transportation:** Neither Metro Music Makers nor its instructors are responsible for any transportation of Customers. Instructors will not drive Customers under any circumstances.

**Policies:** Customers agree to abide by these rules and regulations and by all reasonable policies as may be adopted from time to time by Metro Music Makers.

**Communication:** Metro Music Makers communicates important information in regards to policies, events and invoices through email. Customers should make sure that their email inboxes are set up to accept communication from info@metromusicmakers.com and billing@metromusicmakers.com.

**Acknowledgement:** The Customer acknowledges that he or she has read, understands and agrees to the terms of this policy agreement. The Customer further understands that if the terms of this policy agreement are not followed, Metro Music Makers may discontinue any further instruction, no credits or refunds will be provided and Metro Music Makers may seek whatever remedies are available at law or equity.