



MUSIC LESSON POLICY AND AGREEMENT

This MUSIC LESSON POLICY AND AGREEMENT ("Policy") is made and entered into this _____ [date] day of _____ [month], _____ [year], by and between Kelsey Hopper Music ("Teacher") and _____ [name of parent if student is a minor; name of student if an adult] ("Student").

1. **Lessons.** This Policy and Agreement is a legal contract between Teacher and Student for private, individual music lessons provided by Teacher to Student. Student agrees to enroll with Teacher for such lessons and abide by the provisions of the Policy, as a condition to Teacher providing music lessons to Student.

2. **Lesson Schedule.** Private individual lessons are conducted on a weekly basis, for either **30 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 Teacher.

3. **Tuition.** Tuition fees are based on a rate of 93.60 euros per hour. Tuition is due within 15 days of the invoice date. Tuition received after the fifteenth day of the month will be considered late and will incur an initial €50 late fee with an additional charge of 10% of the tuition for each 30-day period that payment is not made in full.

4. **Payment.** Tuition is made in two payments, one for the first semester (September - December) and one for the second semester (January - June). For the exact dates please refer to the calendar provided to you and on the website. Payments must be made via bank transfer only.

Information for Payments:

BGL BNP PARIBAS
IBAN: LU69 0030 4397 4891 2000
BIC: BGLLLULL

5. **Materials and 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 festivals, evaluations, competitions and other activities is separate. Borrowed materials which have been subsequently lost by the Student may be charged the replacement cost.

6. _____ **Cancelled Lessons.** Lessons will not be refunded, but if cancellations are made more than 48 hours in advance we can "make up" or find another time for the lesson. Make-up lessons will be scheduled on an individual basis at the instructor's discretion. Make-up lessons will only take place on Saturdays and can not be scheduled for after the end of that term. The Teacher will also adhere to these guidelines in advising the Student of any necessary changes.

7. _____ **Studio Closures.** Lessons are provided throughout the entire calendar year, except for during Studio Closures and for holidays recognized by the International School of Luxembourg. Notice of Studio Closures will be sent via email 1 to 2 weeks before the affected lesson. Students will be able to make up their lessons when canceled due to studio closure.

8. _____ **Termination of Lessons.** Lessons are continuous and ongoing, effective as of the date of this Studio Policy and Agreement written above. Student agrees to a full year of lessons, if a student needs to cancel for the second semester they must inform me at least 1 month in advance (**you must cancel by December 1st to not be charged a cancellation fee**). If I am not notified then Student must pay half the tuition for that semester. Studio may also terminate lessons for any reason, at the sole discretion of Studio. If Studio terminates lessons, tuition will be prorated up to the last lesson taken and a refund provided, if applicable.

9. _____ **Studio Expectations.**

Students are expected to:

1. *Treat the Teacher, other students, and Studio property respectfully.*
2. *Bring required music, lesson notebook, reeds, and instrument in working order to each lesson.*
3. *Complete daily practice and written assignments when assigned.*
4. *Students are responsible to bring their materials to every lesson, performance, and exam.*

10. _____ **Breaches in Expectations.** The Teacher 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 required to observe lessons and practice at least once a semester although it is highly encouraged that the parent attends all lessons and practice sessions in order to ensure the highest level of personal progress for the student and family. All people are welcome and encouraged to attend the lesson and performances provided they are not disruptive.



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 Teacher 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.

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.

16. _____ **Physical Contact.** I hereby acknowledge that an instructor may need to make physical contact with me in order to correct my exercise technique or otherwise provide instruction. I acknowledge and accept that such contact is intended to be professional and I consent to such physical contact. If, at any time, I am uncomfortable with an instructor's physical contact, I agree to express my preference to forego the instructional benefit of such contact in confidence with the instructor or the studio owner.



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

STUDENT (or Parent/Guardian if under 16)

Date: _____

(Print name): _____

(Sign name): _____

TEACHER

Date: _____

(Print name): _____

(Sign name): _____



AGREEMENT OF RELEASE AND WAIVER OF LIABILITY FORM

I, (the "Student"), hereby agree to the following:

In accordance with the MUSIC LESSON POLICY AND AGREEMENT made and entered into on _____ by and between Kelsey Hopper, residing at 158 Rue de Treves, L-2630 Luxembourg, Grand-Duchy of Luxembourg ("Teacher") and _____ [name of parent acting on behalf of (name of a minor) if student is a minor; name of student if an adult] ("Student"), residing at _____. I am participating in a music class (the "Music Class") taught by the Teacher, during which I will receive information and instruction regarding music.

In consideration of being permitted to participate in the Music Class, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Music Class.

In further consideration of being permitted to participate in the Music Class, I knowingly, voluntarily and expressly waive, to the fullest extent possible under applicable law, any claim I may have against the Teacher and any class/workshop Sponsor, for any injury or damages that I may sustain as a result of my participation.

I hereby acknowledge that the Teacher may need to make physical contact with me in order to correct my posture or hand position, and otherwise provide instruction. I acknowledge and accept that such contact is intended to be professional and I consent to such physical content. If, at any time, I am uncomfortable with the Teacher's physical contact, I agree to express my preference to forego the instructional benefit of such contact.

I, my heirs, or legal representatives, forever release, waive, discharge and covenant negligence or other acts.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Please sign on the next page.



AGREEMENT OF RELEASE AND WAIVER OF LIABILITY FORM

STUDENT

Date: _____

(Print name): _____

(Sign name): _____

If the Student is under 18, a legal guardian's authorization is required:

As legal guardian of _____, I consent to the above terms and conditions.

Date: _____

(Print name): _____

(Sign name): _____