

PRIVATE LESSON CONTRACT

| | | , (student's name) hereafter refe | erred to as "Student", |
|-------------------------------------|-----------------|---|------------------------|
| is scheduled for a weekly lesson of | | minutes (duration) | |
| with | | (instructor's name), hereafter referred to as "Instructor", | |
| to be held from | (start time) to | (end time) on | (day of the week) |

Payment: Acceptable payment methods are cash, check made payable to *Top Billing Entertainment Performance Academy*, credit card at the front desk or through our Mindbody portal at https://tinyurl.com/y4qtfr4g, Venmo to @topbillingent or PayPal to kkivy@topbillingent.org at the start of each month. Please note there is a 3% convenience fee for credit card payments. Autopayments are preferred and the convenience fee is waived for students on autopay. See the front desk to set up autopayments. Tuition is non-refundable. Payment is due at the first lesson of each month for the expected number of lessons in the month. Late payments will be assessed a \$5 per week late fee. There will be a \$35 returned check fee. If this payment plan needs to be adjusted, notify the instructor as soon as possible. Adjustments will be made at the instructor's discretion.

I. Responsibilities of the Student

- a. Students shall notify the instructor at least **24 hours** in advance to cancel a lesson by calling or texting (teacher cell phone) or the Student will be charged for the missed lesson, this includes illnesses.
 - i. Up to one (1) properly cancelled lesson a month may be rescheduled, at the instructor's discretion. Students are financially responsible for any subsequent missed lessons regardless of notice; therefore, it is encouraged that the Student select a lesson time that works on a weekly basis.
 - ii. Missed lessons without proper notification, as a general rule, will not be rescheduled.
- b. The Student will arrive on time to all scheduled lessons. Lessons will end at their scheduled time, regardless of the time of the Student's arrival.
- c. Students shall provide (by purchasing or borrowing) legal, original copies of all required books or music for their own use.
- d. Students shall participate in scheduled recitals. Recital dates will be announced at least two (2) months prior to the event, and may be held up to two (2) times per year.
 - i. Should an accompanist be required (for recitals or competitions), the Student is financially responsible for said accompanist.
- e. If the student decides to discontinue lessons that are paid by month, two (2) weeks' notice must be provided, or the remainder of the tuition will be forfeit.
- f. Tuition for lessons paid by month must be received at the last lesson of the previous paid month (or no later than the 5th of the month), or the Student shall incur a \$5 per week late fee.

II. Responsibilities of the Instructor

- a. If the Instructor has to cancel a pre-paid lesson for any reason, and that lesson cannot be rescheduled to the satisfaction of both parties, the tuition will be applied toward a future lesson. Refunds are not available.
- b. The Instructor shall begin lessons at their scheduled time, or the Instructor shall extend the lesson to meet the required lesson time.

c. The Instructor will, during the scheduled lesson time, make rehearsal tracks of melody lines and/or accompaniments (when requested).

III. What to Expect From Your Lesson

- a. 30 minute lessons
 - i. 5 minutes: discuss progress & identify problems arising from previous week of practice.
 - ii. 10 minutes: warm-ups and exercises
 - iii. 10 minutes: repertoire (may be replace with further exercises when necessary)
 - iv. 5 minutes: identify goals and objectives for upcoming week.
- b. 60 minute lessons
 - i. 5 minutes: discuss progress & identify problems arising from previous week of practice.
 - ii. 20 minutes: warm-ups and exercises
 - iii. 30 minutes: repertoire (may be replace with further exercises when necessary)
 - iv. 5 minutes: identify goals and objectives for upcoming week.

IV. What to Bring to Your Lesson

- a. Bottled water
- b. Pencil with eraser
- c. Any required sheet music/lesson books copies and worksheets in a 3-ring binder
- d. Audio or video recorder
- e. Your instrument (except pianos)
- f. A focused attitude

V. What to Do Between Lessons

- a. Practice; divide your time equally between warm-ups and working on your repertoire.
 - i. 30 minutes, 3 times per week (beginning students)
 - ii. 45 minutes, 3 times per week (intermediate students)
 - iii. 60 minutes, 3 times per week (advanced students)
- b. Acquire copies or tracks of any necessary music for upcoming lesson

These are minimum practice guidelines; the Student should speak with the Instructor about adding additional days or time to this routine.

I have read, and I agree to the above conditions.

| Print Name: Student | Sign: | Date: |
|--------------------------------|-------|-------|
| Print Name: Parent/Guardian | Sign: | Date: |
| Print Name: | Sign: | Date: |

Please keep a copy of this contract for your files.



PRIVATE LESSON STUDENT CONTACT INFORMATION

| Student Cell Phone: | | Date of Birth: | | |
|---|-----------------|----------------|--|--|
| Student E-mail: | | | | |
| Medical Conditions: | | | | |
| Parent Cell Phone: | House/W | ork Phone: | | |
| Parent E-mail: | | | | |
| Mailing Address: | | | | |
| Who to contact in case of emergency: | | | | |
| | GENERAL RELEASE | | | |
| The Undersigned is the parent or legal guardian of the child(ren) listed on this page, hereinafter the "Minor(s)". The Minor(s) is/are person(s) under eighteen years of age. Top Billing Entertainment Performance Academy is an entity conducting the business of teaching and training persons in the activities of music, dance, acting and other performance related activities, including, but not limited to, practicing in participating in performances and/or competitions. The Undersigned recognizes and acknowledges that there are inherent dangers for personal and bodily injury to the persons who are being taught, trained and competing in those activities referenced above. In consideration of Top Billing Entertainment Performance Academy permitting the Minor(s) to participate in those activities identified above, the Undersigned, on behalf of Undersigned and the Minor(s) and (his/her) heirs, executors and administrators, does hereby release, acquit and forever discharge Top Billing Entertainment Performance Academy, their officers, employees and agents of and from any and all liability to the Undersigned and/or the Minor(s) and/or (his/her) heirs, executors or administrators for any and all personal injuries, bodily injuries and losses whatsoever, which the Undersigned, the Minor(s) (his/her) heirs, executors or administrators may hereafter accrue on account of or in any way growing out of any activities identified above, whether caused by the negligence of the Releases or otherwise. The Undersigned agrees that this release shall apply while the Minor(s) is/are traveling to or from any of the said activities and irrespective of the location or facility where the said personal injuries, bodily injuries or losses occur. The Undersigned agrees that this release is intended to be as broad and inclusive as permitted by and shall be governed by the laws of the State of California. | | | | |
| We hereby irrevocably consent to the use of our name and likeness, including performance, voice and image in any form during a Top Billing function for the purpose of advertising and promotion in any media, throughout the world in perpetuity, including but not limited to, on the world wide web. If we contributed to creating the media, in any manner, we hereby irrevocably consent to the following. I agree that Top Billing Entertainment shall own all right, title and interest to the media (including all content and all rights embodied therein) and that it may exploit, edit, modify, and distribute the media, without limitation, and without compensation, further permission or notification to me. I hereby waive any inspection or approval of use. I also waive and release Top Billing Entertainment from any claims based upon invasion of privacy, right of publicity, defamation, false endorsement, or claim of visual or audio alteration or faulty mechanical reproduction. No promise or representations of any kind have been made to me. | | | | |
| I, the undersigned, do hereby authorize Top Billing Entertainment Performance Academy, their officers, employees and agents to obtain medical treatment for myself in emergency situations if needed. I understand that I am responsible for any medical expenses and that the absence of health insurance does not make Top Billing Entertainment Performance Academy responsible for payment of medical expenses. | | | | |
| Print Name:Student | Sign: | Date: | | |
| | Sign: | Date: | | |