



Young Artists Conservatory of Music

Membership Policies & Agreement

rvsd. 07.18.22

Date	Student Name	Program
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WHEREAS INSTRUCTORS ARE INDEPENDENT SUB-CONTRACTORS for YOUNG ARTISTS CONSERVATORY OF MUSIC,

Student Members, represented by the Responsible Party understand that Young Artists Conservatory of Music (YACM) is a non-profit charitable organization. YACM operates as a facilitator of resources for the development of children through excellence in the arts. Enrollment, including tuition and fees, is solely between you and YACM on behalf of the student member.

Unless otherwise noted, instructors are independent contractors not employed by YACM. Instructors exercise independence with regard to schedule, rates of pay, teaching methods and the extent of program participation. It is your responsibility to communicate directly with the instructor regarding student progress, canceled lessons, make-ups, assigned materials, including all lesson-related topics.

YACM facilitates resources for the long-term development of musicianship in youth in a setting that produces formal training. Tuition and fees included in this agreement are: 1) Base Tuition, 2) Membership Fees, 3) Registration Fees, 4) late fees, 5) non-sufficient funds fees, 3) credit fees, 4) non-Inclusive program fees, 5) materials fees, 6) drop fees, 7) recital fees, 8) tickets, and 9) elective and enrichment program fees. It is your responsibility to engage directly with YACM about Tuition and Fees.

Instructors may add-on fees at their discretion. "Add-on Fees" are not included in this agreement and are subject to change.

By attending any lesson or class or by submitting any payment for lessons or classes, Student Members and the Responsible Party agree to abide by the policies and procedures herein.

Receipt of Your Membership or Registration Fee will serve as agreement of the following Policies and Procedures on behalf of the student member.

1. Program Fee Schedule

*Memberships bundle weekly private lessons with weekly ensembles and 2 semester performances.
Upgrade to PRO-Arts and save \$75 on CA-60 MEM. Fee

Membership Programs	MEM / REG Fee	Annual Tuition	Semester Tuition	# Wks	2 SEM PMTS	Wkly Prograte
Non-Member Privates	\$75.00	\$2,352.50	\$1,592.50	19	\$588.13	\$61.91
Little Arts	\$75.00	\$1,740.00	\$870.00	19	\$435.00	\$45.79
CORE-Arts 30	\$150.00	\$1,985.00	\$992.50	19	\$496.25	\$52.24
CORE-Arts 60*	\$300.00	\$3,970.00	\$1,985.00	19	\$992.50	\$104.47
Band Arts	\$150.00	\$1,985.00	\$992.50	19	\$496.25	\$52.24

Inner-Arts	\$300.00	\$3,970.00	\$1,985.00	19	\$992.50	\$104.47
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*PRO-Arts provides CORE-Arts students additional ensembles and performance experiences for significant savings.
CA-60 Members who upgrade to PRO-ARTS 3 receive a \$75 savings on their Membership Fee.

Pro-Arts	Total Wkly Hrs	Private Time	Regular Ensemble	Additional Ensemble	PRO-Arts Fee	Semester Tuition	2 PMT	Wkly Prorate
Pro-Arts 1	2.5	30-min Prv	60-min CORE Ens	60-min CORE Ens	\$200.00	\$1,192.50	\$596.25	\$62.76
Pro-Arts 2	3-4	30-min Prv	60-min CORE Ens	1 Onstage (excluding SYT)	\$300.00	\$1,292.50	\$646.25	\$68.03
Pro-Arts 3*	4-4.5	60 Min Prv	60-min CORE Ens	1 Onstage (excluding SYT)	\$325.00	\$2,285.00	\$1,142.50	\$120.26

Adult Lessons	Reg Fee	Annual Tuition	Semester Tuition	3 PMTs	# Wks	Wkly Prorate
AD-30	\$75.00	\$1,985.00	\$992.50	\$330.83	19	\$52.24
AD-60	\$75.00	\$3,970.00	\$1,985.00	\$661.67	19	\$104.47

CORE Ensembles	Non-Mem Reg.	Non-Mem Tuition	Mem-Tuition
*LA Group 1.1	\$50	\$400.00	\$0.00
*Violin A 1.1	\$50	\$400.00	\$0.00
Violin B 1.1	\$50	\$400.00	\$0.00
Jazz Arts 1.1	\$50	\$400.00	\$0.00
Rhythm & Rock 1.1	\$50	\$400.00	\$0.00
*Flare Chorus 1.1	\$50	\$400.00	\$0.00
*Fuse Chorus 1.1	\$50	\$400.00	\$0.00

Onstage Ensembles	Non-Mem Reg.	Non-Mem Tuition	CA Mem Tuition	PRO-Arts
SYT	\$50.00	\$535.00	\$535.00	N/A
Blaze Boyz Chorus 2.2	\$50.00	\$550.00	\$450.00	See Pro-Arts Fees
M80's Rock 2.2.5	\$50.00	\$600.00	\$500.00	
SYCO 1.1.5	\$50.00	\$475.00	\$375.00	

Initial Here _____

Smolder Jazz 2.3	\$50.00	\$685.00	\$585.00
Bel Canto Scenes 2.3	\$50.00	\$685.00	\$585.00

2. Annual Membership

- a. The Membership Fee associates your child with the school of his / her private lesson interest.
- b. The Membership Fee is Annual and automatically charged on the anniversary of your enrollment.
- c. The Membership Fee may be tax deductible.
- d. Those with dual membership will gain access to an additional CORE Ensemble as a regular part of their program.
- e. The YACM Membership Programs are annual (38 weeks) and divided within 2 semesters (19 weeks). Ensembles, Lessons, and Performances make up your semester program.
- f. Student members are assigned to a CORE Ensemble that meets weekly at a recurring day and time.
- g. Student members are assigned to a private lesson time that meets with their instructor weekly at a recurring day and time.
- h. Student members are scheduled to perform in 2 performance events per semester. Those eligible for performances have enrolled before the eligibility deadline.
- i. If your lesson time is increased during the 12-months, you will be charged the difference between your lower level and the new level membership fee.
- j. Should you choose to withdraw from lessons and subsequently return within 12-months of your date of withdrawal, you will be charged a new **Application Fee** of \$50.00 to re-enroll. Your membership fee will renew automatically on the anniversary date of its original payment.
- k. Membership Fees are non-refundable.
- l. *CORE-Arts members who upgrade to PRO-Arts will receive a \$75.00 discount on a single CORE-Arts membership.

Membership Fees	MEM / REG Fee
Little Arts	\$75.00
CORE-Arts 30	\$150.00
CORE-Arts 60*	\$300.00
Band Arts	\$150.00
Inner-Arts	\$300.00

3. Non-Member Registration Fee

- a. Students choosing to enroll as non-members will pay a registration fee for each program.

4. Non-Member Tuition

- a. Students choosing to enroll as non-members for private lessons and CORE-Ensemble will refer to the Non-Member tuition rates.

5. Performance Fees / Tickets

- a. Performance fees or Tickets are often charged to offset the cost of the venue rental and production costs.
- b. Student Families are informed of Performance Fees and Tickets 30 or more day in advance of the scheduled performance.

6. Semester Program

- a. Private lessons, Ensembles, and Performances are scheduled during select dates within 2 Semesters: FALL: Aug-Dec, and SPRING: Jan-May
- b. Non Members: The Annual / Semester Calendar, studio schedules, and eligibility deadlines, apply to non-member students.
- c. Review your program schedule to confirm program inclusions and planned holidays. There are no regular lessons during YACM planned holidays.

7. Perpetual Enrollment

- a. Your enrollment is perpetual until YACM receives a 30-day written notice of withdrawal.
- b. Your Semester Tuition is Due before your first lesson or class in the semester.
- c. No refunds are provided for withdrawal.
- d. No refunds are provided if your instructor ceases to provide lessons. A substitute or new instructor will be provided.
- e. Before the close of the semester, you will receive,
 - i. notice of the last day to withdraw to not be charged for the upcoming semester,
 - ii. program confirmation for your child's upcoming ensemble and private lesson schedule.
- f. Conservatory schedules are subject to change at any time.
- g. Your Membership Fees will remain the same for 12-months from the first date of your enrollment.

8. Base Semester Tuition

- a. Base Tuition is an annual program fee divided by 2 equal semesters payments.
- b. Your Semester Base Tuition is DUE in FULL at the time of enrollment.

9. Payment Option

- a. You may apply for a payment option if:
 - i. Your program is funded by a charter school, or
 - ii. You can pay your fees in 3 or less installments.
 1. Membership Fee
 2. ½ Tuition within 30 Days of the first date of lessons
 3. ½ Tuition within 60 Days of the first date of lessons
 4. This option is available for families
 - a. who enroll on or before October 1 for the Fall Semester or on or before Feb 1 for the Spring Semester, OR
 - b. who have 2 or more siblings enrolling on the same date.
 - iii. Your child is enrolled in a subsidized school meal program.
- b. IMPORTANT: Your tuition does not represent the cost of the sum of each lesson or ensemble class. Your monthly payments represent your program divided by 2 semesters.

10. Accepted Forms of Payment

- a. Check or cash
- b. Credit Card w/Convenience Fee: A convenience fee of 3.% of your payment will be added to your payment when using a credit card. Visa / Mastercard. **This form of payment can be directly attached to your account to ensure timely payments.**
- c. ACH: PREFERRED, You may opt to use your bank account directly by inputting your routing and checking account information. Approved payment plans will be drawn by this method. **This form of payment can be directly attached to your account to ensure timely payments.**
 - i. For Credit Card or ACH Payments: Your payment will be withdrawn on or about the 25th of each month prior to your upcoming lessons.
- d. Once you know your invoiced amount you can use
 - i. Paypal: you may choose to make your initial payment through our Paypal account. Contact the office for the QR code so we can immediately credit your account once the payment is processed. There will be a 3% convenience fee added to your payment.
 - ii. VENMO: Contact the office for the QR code so we can immediately credit your account once the payment is processed.

11. Online Portal

- a. An online portal is used to access your billing information, studio news and conservatory schedule.

- b. A login invitation will be sent to you using this url:
<https://www.mymusicstaff.com/>

12. Mid-Month Start Prorate

- a. Should you wish to begin lessons after the first week of the month your initial non-standard tuition payment will be prorated per half hour and multiplied by the number of half hours remaining in the month as shown below.

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Non-Member Privates	\$61.91
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CORE-Arts 30	\$52.24
CORE-Arts 60*	\$104.47
Band Arts	\$52.24
Inner-Arts	\$104.47

- b. This non-standard prorated tuition payment is prior to the start of your 12-month Annual Base Tuition.

13. Tuition Subsidy

- a. Your tuition and membership fees DO NOT cover the entire cost associated with music education for your child at YACM.
- b. You understand that your tuition cost is subsidized by grants, contributions, sponsorships, in-kind donations, volunteer labor, ticket sales, direct scholarships, and fundraisers.
- c. The average subsidy for students is \$750.00 per year.

14. Add-On Fees

- a. Some instructors require Add-on Fees for private lessons. If an add-on fee is required from your instructor, you agree to pay him/her directly.
- b. YACM does not accept instructor add-on fees.

15. Late or Declined Payments

- a. A Declined Fee of \$25.00 per declined payment will be assessed on your account until your account is brought up to date.
- b. An unpaid outstanding account will be referred to collections at 90-days delinquent. Once the account is referred to collections you will owe the balance of the unpaid annual tuition plus all declined fees and other associated collection fees.

16. Program Hold

- a. Students who's accounts with unresolved declined payments or delinquent account balances will be placed on Program Hold until the account is current.
- b. A student on Program Hold may have his lesson time made available to another student.

17. Withdrawal

- a. All withdrawals require a 30-day paid written notice to the office.
- b. There are no refunds for withdrawals.
- c. Students who withdraw and subsequently re-enroll within 12 months of their withdrawal will be charged a \$50.00 application fee. Their annual membership fee will be renewed on the anniversary date of their original membership payment.
- d. You agree NOT to give your withdrawal notice to your instructors.
- e. You will owe all outstanding charges at the time of your written withdrawal notice.
- f. Should your account have a credit balance, your credit will be processed on the last day of your 30-day notice.
- g. You will forfeit any make-up lesson credits upon receipt of your 30-day notice
- h. Students are encouraged to continue their regular lessons during their 30-day withdrawal period.

18. No-Refunds

- a. No refund is provided if you miss, or cancel your lesson or class.
- b. No refund is provided if you withdraw prior to the end of the semester.
- c. No refund is provided if you arrive late.
- d. No refund is provided due to lack of satisfaction.
- e. No refund is provided if your instructor must be replaced.

19. Canceled Program Refunds

- a. Excluding a Force Majeure (Act of God), YACM will provide refunds if a program must be canceled.

20. Missed Lessons

- a. Should you miss a lesson or plan an absence, please contact your instructor directly. You will be provided 1 make-up lesson per semester scheduled at the discretion of your instructor.
- b. Your make-up lessons will not exceed more than 1 make-up lesson in a Semester year.
- c. Should your instructor need to cancel a lesson, he or she will make up that lesson at a mutually agreed upon day and time.
- d. There are no Make-up lessons for missed group classes, rehearsals or performances.

21. Added Class Fees, Performance and Incidental Fees

- a. A credit card will be kept on file for Incidental Fees.
- b. Some voluntary classes, ensembles, or supplies will be offered for an additional fee.
- c. Scheduled performances are an integral part of learning music. A Performance fee is charged to each participating family to defray associated costs of the venue and production needs.
- d. You will be informed of the performance fee 30 days in advance of the charge.
- e. To decline a fee, you must email the office at operations@youngartistsconservatory.org

22. Transfers to New Instructor

- a. YACM recruits' instructors with exceptional experience and coordinates schedules, facilities, and resources in support of the development of your student. From time-to-time instructors and students may require a change. YACM makes no guarantee as to the permanence of an instructor or the student experience.
- b. Should your assigned instructor withdraw, YACM will assign you to a new instructor for a 30-day trial period. Should you choose not to continue, you may withdraw as a result of your 30-day trial period.
- c. To request a transfer to a different YACM instructor, you will submit a formal 30-day written request to transfer via email to programs@youngartistsconservatory.org. All tuition, fees, and non-inclusive fees are due before transfer to a new instructor. Should your instructor have Add-on fees, you will owe 30 days of those fees directly to the instructor from whom you are transferring.
- d. YACM does not guarantee a successful transfer to a different instructor. You will continue to be responsible for all tuition and fees per this agreement.

23. Supplies, Books, Instruments

- a. Students supply at their own cost all assigned books and materials required by their instructor(s).
- b. Woodwind, String, Brass, and Percussion students are required to supply their own adequately designed instrument for lessons and daily practice.
- c. Piano students are required to supply their own full-sized 88-weighted key piano for daily practice at home. Students are required to bring all assignments well prepared to lessons.

24. Illness / Injury

- a. You agree to not allow your child to attend lessons or classes if your child is ill or has symptoms of an illness. No refunds are provided.
- b. YACM and Instructors reserve the right to refuse lessons to anyone who is demonstrating any symptoms of illness.
- c. No refunds are provided for missed lessons due to illness or injury.

- d. Injured students, e.g., broken arm, sprained ankle, will attend lessons for modified learning. Their learning material will be adjusted at the instructor's discretion.
- e. No refunds or credits are provided for injured students who do not attend lessons or classes.

25. Instructor Substitutions

- a. YACM or the Instructor reserve the right to provide a substitute instructor at any time.

26. Texting / Social Media

- a. You understand that it is solely your decision as a parent/guardian whether to allow or disallow an instructor to text or otherwise communicate directly with your child.
- b. You acknowledge that YACM is not involved in that decision regarding direct communication, nor does it endorse or encourage such direct communication.
- c. You therefore hold harmless YACM from any harm resulting from any decision by you to allow an instructor to have direct communication with your child.

27. Non-Solicitation of Instructors

- a. YACM Instructors are prohibited by contract to solicit or accept solicitation for services from YACM students or families outside the term of this agreement.
- b. This Agreement survives for the duration of your enrollment at YACM and for 24 months following the end of your enrollment.

28. Photo and Talent Release

- a. You authorize YACM to photograph or video your child in any and all music activities associated with all divisions of YACM during the term of this agreement.
- b. You acknowledge that neither you nor your child will receive any compensation for these appearances or activities. YACM shall have complete ownership of all programs and of any photos or video of your child.
- c. You give YACM the right to use and/or distribute your enrolled child's name, likeness, and biographical material to publicize the program and the services of YACM in any medium, including but not limited to brochures, newsletters, annual reports, websites and other promotional outlets including television, newspapers, magazines, and social media sites such as Facebook, Twitter, Instagram, and other social media, without compensation.
- d. You understand and agree that you will have no right to inspect or approve the finished product, including written or electronic copy, where your child's likeness appears.

29. Force Majeure

- a. YACM, Student Member, and Instructor shall be excused for any delays or infringements in their respective performance of this Agreement unavoidably caused by the acts of any governmental authority (including but not limited to "shelter in place" or "stay at home" orders or similar

declarations), epidemic/pandemic, public enemy, war, God, the elements, strikes or walkouts, or any other causes reasonably beyond that Party's control. Each Party shall use reasonable diligence to avoid any such delay, shall give the other notice thereof, and shall resume performance under this Agreement as promptly as possible.

30. Indemnification

- a. Your child is voluntarily participating in the Program. You agree that you will not hold the Program liable for any negligence, alleged negligence, or other fault that results in personal injury, death, emotional distress, or property damage during or in connection with the Program's activities. You agree not to sue, and unconditionally and irrevocably hold harmless, release, and discharge the CORE-Arts program and YACM, and its directors, officers, employees, volunteers, and representatives (collectively the "Released Parties") from and against any claim or cause of action for personal injury, wrongful death, emotional distress, or property or other damage that may occur arising out of my participation in the Program, and you release the Program (all Released Parties) from any liability direct, indirect, punitive, incidental, consequential or other damages. This Agreement applies to any losses, costs, or expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by you on the date of execution of this Agreement, may have materially affected your decision to execute this Agreement and specifically this Agreement.

31. Confidential / Proprietary Information

- a. You acknowledge and agree that any and all non-public, proprietary information marked "confidential" or represented as confidential, including but not limited to information regarding Students, which is provided to or obtained by you from YACM's officers, directors, employees, contractors, students, or from documentation or by any other means during the course of this Agreement, is confidential, proprietary information of YACM. This provision regarding proprietary and confidential information shall survive the expiration or termination of this Agreement.

32. Dispute Resolution; Attorney's Fees and Venue

- a. The parties agree to engage in good faith discussions with each other if a dispute should arise and to try to resolve the issue informally. However, if an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled from the non-prevailing party. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of, State of California for any proceeding arising hereunder.

33. Sole and Only Agreement

- a. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services described in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any

party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

34. Severability

- a. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

35. Assignment

- a. Neither party may assign or transfer this Agreement without the express written consent of the other party.

36. Governing Law

- a. This Agreement shall be construed and governed pursuant to the laws of the State of California.

37. Survival

- a. The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

38. Waiver of Civil Code § 1542

- a. You are aware and understand that you may have rights under California Civil Code section 1542, which states as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You hereby knowingly and expressly waive any rights conferred under that code section, as well as any similar law of any state or territory of the United States.