THRIVE CREATIVE ARTS

Studio Policies

The following Terms and Conditions apply to all membership agreements made between Thrive Creative Arts ("TCA") and its students and the parents/guardians of its students ("Members"). By participating in TCA lessons and programs, the Member agrees to abide by these terms and conditions.

1. COMMUNICATION

- **1a.** All correspondence is sent out to Members by email and text message. If you find that you are not receiving emails from TCA, please let us know.
- **1b.** It is the Member's responsibility to notify TCA of any changes to their contact details. TCA is not liable for any missed communications, late/overdue payments, missed lessons, etc. if this is due to incorrect contact information.

2. MEMBERSHIP FEES AND PAYMENT

- 2a. Membership fees are automatically charged monthly through Opus1.io one week before the first day of the month. Students who start lessons after the first week of the month will pay a prorated amount for their first month of membership. Your monthly fees serve as a means to reserve your regular lesson time and allow participation in special events and workshop weeks.
- **2b.** Monthly membership fees include weekly lessons and workshop weeks over a calendar year divided into equal monthly installments. TCA will be closed for holidays as noted on the calendar, and all planned closures are figured into the monthly rate regardless of the number of lessons in a given month.
- **2c.** A non-refundable registration fee of \$35 per student is due upon enrollment, with an annual membership fee of \$35 per student or \$50 per family charged each calendar year on your anniversary date.
- **2d.** A Member who is paying full-price membership is entitled to a 5% discount for any additional family members.

3. DURATION OF THE MEMBERSHIP AGREEMENT - ONGOING

3a. The membership agreement between TCA and the Member is a rolling agreement that continues monthly unless membership is canceled by the Member.

4. ALL-ACCESS CLASSES

- **4a.** All-Access Classes include piano, guitar, drums, and voice classes. Members may only book classes that match their age range and level and must be enrolled in a class in order to attend. Enrollment closes four (4) hours before each class starts.
- **4b.** Members will be registered in an ongoing weekly class and may add drop-in classes beyond that as availability allows. Members are responsible for self-booking drop-in classes using the Opus1.io booking link found on our website.
- **4c.** Should the Member wish to cancel their attendance at any particular classes for which they have enrolled, *they must do so through their Opus1.io account at least four*

- (4) hours before the scheduled class. Three consecutive absences from a class may result in removal from that class.
- **4d.** TCA reserves the right to cancel a class if the teacher is unavailable to teach or enrollment is too low. If a class is canceled, Members are encouraged to enroll in a similar class at a different time.
- **4e.** The number of classes offered for each instrument will depend on the demand for that class. TCA cannot guarantee that there will be openings in each class that the Member wishes to attend.
- 4f. Drop-In Classes:
 - **4.f.i.** Drop-in classes can be used to make up a missed class, try a new instrument, or get extra practice time. Members will only receive resources, progress through the curriculum levels, and perform on instruments in which they have an ongoing weekly class. If a Member frequently drops-in to a class for an additional instrument, TCA will recommend adding an additional weekly class.
- 4g. Inclement Weather/Unavoidable Cancellations:
 - **4.g.i.** If TCA cancels any classes due to events out of its control, online resources and guidance will be supplied by the teacher.

5. BAND & ART CLASSES

- **5a.** MiniKeys, Jam Band 101, and Art FUNdamentals Classes:
 - **5.a.i.** If the Member needs to miss a lesson, they should cancel that lesson in their Opus1.io account. A self-book make up credit will be issued only for cancellations made at least 48 hours in advance.
 - **5.a.ii.** Each Member can have a maximum of three (3) self-book make up credits on their account at any given time.
- 5b. Rock & Write Band Classes:
 - **5.b.i.** Due to the nature of this band, no make up lessons or credits will be provided for a Member's absence from a Rock & Write Band class.
- 5c. Inclement Weather/Unavoidable Cancellations:
 - **5.c.i.** If TCA cancels any classes due to events out of its control, online resources and guidance will be supplied by the teacher.

6. PRIVATE LESSONS

- **6a.** Absences:
 - **6.a.i.** If the Member needs to miss a lesson, they should cancel that lesson in their Opus1.io account. A self-book make up credit will be issued for any cancellations made at least 48 hours in advance.
 - **6.a.ii.** In the event that a cancellation is made within 48 hours of a scheduled lesson, the teacher will provide a customized Home Study Lesson for the Member to work on at their convenience.
 - **6.a.iii.** The Member may choose to receive a Home Study Lesson in place of a credit at any time.
 - **6.a.iv.** In the event a teacher is unavailable to teach a private lesson, a suitable substitute will be arranged. If a suitable substitute cannot be arranged, a

self-book make up credit will be issued.

6b. Inclement Weather/Unavoidable Cancellations:

6.b.i. If TCA cancels any lessons due to events out of its control, self-book make up credits will be issued to private students.

7. SELF-BOOK MAKE UP CREDITS

7a. Scheduling of make up lessons is the responsibility of the Member. The Member acknowledges that make up availability is dependent on teacher availability or class space and that a specific time or teacher is not guaranteed.

7b. Self-book make up credits can be used no more than seven (7) days and no less than one (1) day in advance.

7c. In the event that a booked make up lesson is canceled, the make up credit will be forfeited.

7d. No credits will be issued for classes missed on workshop or gig weeks.

7e. Credits are not transferable to cash and cannot be used toward monthly tuition. All credits expire upon withdrawing from TCA.

8. GENERAL ADMISSION

8a. The General Admission subscription does not include participation in private or group lessons at the studio. The Member will have digital access to their teacher and can send videos to their teacher at any time for feedback and progress tips.

8b. The Member can expect a response from their teacher by the end of the next business day.

8c. The Member has access to TCA workshop weeks and events and can participate in concerts if the teacher approves their participation.

9. DROP-OFF AND PICK-UP

9a. Parents/guardians are permitted to drop off students for lessons/classes but are required to return for pick-up before the end of the lesson/class. TCA cannot guarantee that a staff member will be available to monitor students who are left unattended in the lobby, and students under the age of eleven (11) are not permitted to wait without a parent/guardian. Frequent early drop-offs or late pick-ups may result in additional childcare fees or removal from lessons/classes.

9b. For safety reasons, if your child is six (6) or younger, please come inside to pick them up from their class when the class is over.

10. MEMBERSHIP CANCELLATION

10a. In an effort to give our teachers a consistent schedule, we require notification of at least 30 days if the Member wishes to change or cancel their membership with TCA. Please complete our <u>withdrawal form</u> to notify TCA of your cancellation. Your membership will terminate 30 days after our receipt of the completed form, and your final payment will be prorated if notice is given after the first of the month.

10b. Verbal notice given to the teacher or staff will not be acted upon and is not considered sufficient.

10c. No refund or credit will be given for any cancellations before the end of a fixed

length program (such as a workshop or camp).

10d. If TCA has to cancel a membership agreement, it will endeavor to give 30 days notice to the Member. Any lessons remaining after the lesson's end date will be credited to the family's account if payment has already been made.

10e. If, in exceptional circumstances, TCA has to cancel the student's lesson due to damage of TCA property or harassment of TCA staff by the student, this may be done with no notice and no credit or refund for any outstanding lessons.

10f. In the event of withdrawal, the full and final outstanding balance will become immediately due. TCA reserves the right to charge the payment card on file for the remaining amount due.

11. PENALTIES

11a. If the first attempt to charge is unsuccessful, Opus1.io will automatically try to charge again. If the charge is not successful after ten (10) days, a \$15 late payment fee will be applied. If the charge is not successful by the 15th of the month, the subscription will be canceled.

12. CHANGES TO STUDIO POLICIES AND PRICING

12a. The Studio Policies described above are agreed to upon enrollment and may be changed at any time by TCA without providing notice to the Member. A copy of the Studio Policies will always be available on our website, in the member's Opus1.io account, linked in each newsletter, and may be emailed to the Member on request.

12b. TCA reserves the right to increase monthly tuition each calendar year. Should TCA change the monthly fee, it shall provide a 30-day notice via email to all Members regarding such changes.

13. PHOTO AND VIDEO CONSENT AND RELEASE

13a. TCA owns and reserves the right to use any film/media/still photographs of students for appropriate promotional purposes, including but not limited to printed materials, online and offline advertising and promotion, and social media. Any identifying information will not be used in conjunction with any video or digital images.

13b. Members must inform TCA in writing at any time if you will not allow the use of such images.