2022-23 CHOPIN ACADEMY OF MUSIC AGREEMENT

The terms and conditions and code of conduct below apply to all students (hereinafter "student"), whether of legal adult age or under legal adult age, and their legal parents or guardians (hereinafter "parent" or "guardian").

* AUDITIONS, PROGRAM SELECTION, AND RECOMMENDATION. Although a preliminary interview is required, auditions are not required to enter the General Music program of the Chopin Academy of Music (hereinafter referred to as, 'CAM'). Auditions are required only for (1) incoming transfer students, and (2) students entering the Competition Preparation program or Exam Track program. In the case of condition (2) above, the student's current or prospective instructor must also recommend the student for entry into one of these programs. Preliminary meetings and/or auditions may be conducted online.

* INTRODUCTORY PERIOD. An incoming student may opt for a one-week introductory period, during which time the student may try as many different teachers at the CAM as deemed mutually possible and appropriate between the instructors and parents. Within forty-eight (48) hours (excluding weekends) after the expiration of the seven (7) day introductory period, the student must declare the teacher with whom he or she has chosen to remain during the remainder of the 2022-23 academic year (future changes of instructor are still allowed, as discussed below under 'TRANSFERRING BETWEEN INSTRUCTORS'). After the expiration of the introductory period, the student may opt to leave the CAM with no further obligation to continue, or remain at the CAM, converting registration from 'introductory' to a permanently registered student of the CAM for the 2022-23 academic year. All items in this agreement marked with an asterisk (*) are relevant sections during the introductory period. The CAM reserves the right to extend this seven (7) day period based on the discretion and judgment of the instructors involved. Before the commencement of the introductory period, the parent, guardian, or student must complete a separate online 'REGISTRATION FORM AND ACCEPTANCE OF THE 2022-23 CAM AGREEMENT' for each teacher with which he or she wishes to have an introductory lesson and pay the deposit. The deposit amount is equal to the total cost of lessons tentatively planned to take place during the introductory period.

* **PERSONAL PROPERTY LIABILITY.** The CAM does not assume liability for personal property, including musical instruments used in lessons or classes. All students are encouraged to check with their personal insurance carrier to cover theft or accidental damage.

* CONDUCT. Each student is expected to behave in a manner conducive to learning. This includes an appropriate classroom behavior, positive attitude, and respect towards other students and teachers. He or she should be quiet in the common areas for the consideration of the professionals working in the building. No horseplay, noisemaking, or activity in the teaching studios, hallways, or common areas that poses a danger to the safety of oneself or others or that disrupts professional activities will be tolerated. This conduct requirement also applies to siblings and other family members of registered students that might accompany the student(s). Any accompanying family member(s) or friend(s) must also maintain a professional environment on the premises of the CAM. Distractions, such as cell phone use, games, talking, laptop use, and other things that create unwanted noise will not be tolerated within the actual teaching space during music lessons. Infants and toddlers are not allowed in teaching studios during lessons due to unwanted distraction and disruption to learning. The CAM also does not assume liability for personal injury as a result of unruly or undisciplined behavior. The instruments and property of CAM must be treated with respect. No food, beverages, instrument cases or other potentially damaging objects are allowed under any circumstances on instruments, within the teaching spaces themselves, or on other sensitive property, and no behavior that will result in damage to CAM property or poses a danger to other students, instructors, or staff of the CAM will be tolerated. If a student or a student's family member causes damage to any property or person within the CAM, a fee may be assessed. The CAM reserves the right to immediately terminate services, without advance notice, to any student or student's family

member(s) who cannot abide by this policy of proper conduct. It is the sole responsibility of the parent or guardian to oversee that his or her child adheres to this policy.

* HYGIENE AND HEALTH. Students displaying symptoms of contagion (persistent sneezing, coughing, fever) will be denied lessons at the CAM. Instructors are not allowed to teach students who may create a health risk to them or other students or staff of the CAM. It is a priority at the CAM to take active steps towards eliminating the spread of germs and viruses. All students are required to wash their hands before each and every lesson. String students are required to keep their instruments well-maintained and clean, making sure to wipe down the instrument and fingerboard after each use. Regarding well-being, students' focus, concentration, following directions, and remembering important information given during the lesson, students may only do so if they are in good health and well rested. Students who come sick (including persistent coughing, sneezing, and fever) promote the spread of illness to other students and teachers and do not make a positive use of the lesson time. In such cases, students must remain at home. The CAM reserves the right to terminate a lesson when a student creates a health hazard for other students and instructors. No make-up, refund, or tuition credit will be offered as a result of failing to adhere to this policy.

* **COVID-19 and Emergency Health Situations.** During health emergencies, lessons at the CAM facility are allowed strictly based on a reduced capacity according to governmental guidelines — all parties wearing personal protective equipment, and strictly adhering to health and hygiene notices. Lessons at the CAM location are purely voluntary. Those students who are uncomfortable adhering to the safety standards set forth herein should continue lessons online. The CAM offers exclusively face to face lessons in our space, exclusively online lessons, or a hybrid mixture of both physical and virtual lessons based on the mutual agreement of the student and teacher. The CAM is not liable for those who enter into this agreement voluntarily.

The CAM requires adherence to the following guidelines. The student affirms that:

- 1. student and immediate family are (herein after "student"), to the best of their knowledge, COVID-19 symptom-free before entering the premises. This includes runny nose, congestion, coughing, sneezing, fever, shortness of breath, and difficulty breathing,
- 2. to the best of their knowledge, students and families have not had contact with any confirmed infected individuals within five days prior to the commencement of lessons,
- 3. if the above status changes, the student agrees to immediately notify CAM faculty or staff,
- 4. any scheduled lessons at the CAM facility can be changed at any time to online lessons,
- 5. attendance and all other terms and policies according to the 2022-23 CAM Agreement remain in full force,
- 6. except in cases of students younger than eight years or with any disability requiring the assistance of an adult, parents and family members will remain outside of the CAM facility,
- 7. in the case of minors, a legal guardian will be ready and available to collect the student immediately outside the CAM premises at the end of the allotted lesson time,
- 8. the student will come with a face covering when exhibiting any symptoms regardless of the reason for said symptoms (allergies, etc) and will wash hands at the CAM facility upon arrival,
- 9. the student may be subject to a temperature check,
- 10. enrolled siblings will remain outside the CAM facility under the parent's supervision until the end of the student family member's allotted lesson time,
- 11. the student will take his or her own notes and annotate their scores. All notebooks, pencils, and scores and books will be provided by the student for personal use.

PARENTAL INVOLVEMENT AND RESPONSIBILITIES. At the CAM, it is the discretion of the instructor regarding the degree of parental involvement, whether or not the parent is required to be present during lessons, practice at home, and other relevant topics. CAM limits the number of visitors within the teaching space during lessons to one person in addition the teacher and student except during ongoing emergency health situations such as during the COVID-19 pandemic. Large families and siblings must wait with

parents outside of the teaching space to eliminate distraction. Recent pedagogical research indicates that students develop best when parents are not involved directly during the lesson time. However, often we find it extremely useful when parents are involved in lessons with very young beginners, ages 5-7. Every student is different. In every case, there exists an optimal balance and degree of parental involvement and the instructors may ask parents of very young beginners to become involved. For students older than seven years of age, parental responsibility is primarily to make sure that his or her child spends the required amount of time in daily practice. We do not expect nor recommend parents to take the role of a music teacher at home and to become too actively involved with assignment preparation. Too much active participation during lessons and at home frequently results in the student becoming greatly reliant upon the parent, and thus the student may not learn the necessary skills of independent learning required at higher levels. The teacher has the final judgment and may recommend to a parent or guardian an adjustment to the level of involvement (either more or less) for each specific case based on his or her professional opinion. See the '2022-23 TEACHER'S SYLLABUS' (if any) for precise requirements or guidelines.

ADDITIONAL INSTRUCTOR AND PROGRAM REQUIREMENTS. As an addendum to this Agreement, the student's primary instructor may supply a '2022-23 TEACHER'S SYLLABUS' to those students in his or her studio. The purpose of this syllabus is to make clear the instructor's expectations of his or her students beyond any set forth in the Agreement, including, but not limited to, daily practice time expectations, program requirements, required event attendance, parent involvement adjustments, and repertoire projections. The addition of these requirements constitutes a complete Agreement and is non-negotiable.

* ACTIVITIES MISSED DUE TO STUDENT ABSENCE. It is the responsibility of the parent or guardian or student to attend all scheduled lessons for which they are registered. With the exception of the group make-up class (see 'MAKE-UP CLASS', below), under no circumstances will make-up options with the student's primary instructor or credit options be offered in the case of a student absence. Students are charged for all lessons, classes, and other activities for which they are registered, including those missed due to student absence regardless of the reason for absence. All fees pay not only for the actual service of instruction, but also for the particular time slot reserved for said student during the regular weekly teaching schedule, and may only rearrange these via the 'SWAP LIST' or through the optional 'MAKE-UP CLASS' (see below). Note that the CAM reserves the right to terminate a lesson for delinquent payment (see 'UNDERSTANDING CAM FEES AND CHARGES' below). Note that the student, parent, or guardian is still responsible for the cost of said lesson, and no make-up or credit option will be offered.

* ACTIVITIES MISSED DUE TO TEACHER ABSENCE. Lessons missed due to teacher absence will be made up at a mutually agreeable time. All such make-up lessons must be scheduled within the Agreement period. No roll-over of any remaining time or credit is possible into summer lessons or any future Agreement period. Regular instruction is a primary concern for the CAM. A qualified substitute teacher will be arranged whenever possible, and may include make-up lessons that are difficult or impossible to arrange with a student's primary instructor.

2022-23 ACADEMIC CALENDAR. Each student's tuition is based on a 40-week teaching year during the agreement period for those students commencing at the beginning of the year. During the academic year, students are responsible for attending all lessons during the CAM's normal dates of operation. All policies regarding attendance and absence as set forth above govern the treatment of 35 of these weeks. The remaining lessons may be scheduled during mutually agreeable dates during summer, 2023, or other times outside of the CAM's normal dates of operation but within the agreement period. Students for whom their public or private school calendar does not align with the 2022-23 CAM calendar during the second winter break (February 19-25) and/or spring break (April 9-15) may re-schedule these lessons with their primary instructor, which may include rolling into the summer months (June 21 - Aug 31, 2023). Such accommodation cannot be made for any other dates than the two aforementioned closures. To obtain this special accommodation, students may be required to show proof of their school's calendar, and must request such accommodation in writing directly to his or her primary instructor at least four (4) weeks prior to the date(s) in question.

SWAP LIST AND MAKE-UP ACTIVITIES. Students are automatically enrolled in a swap list which the teacher will distribute among all his or her students upon request. By participating in this list, a student or parent may use the list for the purpose of rescheduling lessons among and between other CAM students of the same primary instructor. The sole responsibility for such arrangements made using this list lie solely with the student, parent, or guardian, and are third-party agreements not enforceable by this Agreement, the CAM, nor is the CAM liable for any such third-party agreements. If a student or parent or guardian of a student wishes not to participate in this program, they must inform the CAM in writing. Verbal requests will not be accepted.

MAKE-UP CLASS. For those students who have missed lessons for any reason, the CAM's instructors will offer free of charge group classes for their students. Attendance in this class is arranged directly with the primary instructor. Additional group classes with other instructors may be made available throughout the year. Participation for these optional group classes may be reserved through sign-up sheets posted on the bulletin board in the common areas of the CAM. Activities may include topics in theory or history, ear-training, musical games, supervised practice time, or a master class.

* **TARDINESS.** Note that lessons will not be extended or rescheduled due to late arrival to a lesson, regardless of the cause; nor will early arrival to a lesson grant an earlier start, earlier finish, or longer lesson time.

* **TIMELY END OF LESSONS.** All teachers are expected to finish lessons in a timely manner according to the schedule. By the same token, a parent or guardian is expected to pick up his or her child(ren) at the appropriate time. Parents should not extend the lesson time for any reason. Please be mindful that the schedule is arranged tightly and that the next student may be waiting for a timely start to his or her lesson. For parents not present during lessons, we do not provide any childcare services outside of the lesson time and are not responsible for children in the event of a late pick up. If a parent or guardian of a student is late and forces a disruption to the schedule, a fee will be assessed equal to the instructor's hourly rate for any excess time added beyond the schedule lesson finish time. If a parent or guardian has questions, please address these to the instructor within the time limits of the lesson, or communicate via phone or e-mail. The parent(s)/guardians may also schedule a 'TEACHER CONSULTATION' (see below) to answer questions.

TEACHER CONSULTATION. Teachers may coordinate and communicate with students and their parent or guardian briefly as necessary for the operation of the CAM, particularly in issues regarding scheduling. If students or their parent or guardian wishes to discuss any issues with the instructor, they must use the student's lesson time for any such discussion, being mindful of 'TIMELY END OF LESSONS' (see above). If more time is needed, the student or parent may schedule an additional appointment with the instructor, which may be conducted during the student's next regularly scheduled lesson, or scheduled separately and billed per number of minutes at the lesson rate. Such consultations must be arranged with advance notice to the instructor. All email communication between student, parent or guardian and the instructor must be limited exclusively to issues of scheduling. Students should not expect or demand unlimited or immediate email services, or discussions of issues outside of scheduling, including student progress, programming, other demands, inappropriate or personal discussion that may be damaging, or the like. Such additional appropriate and relevant issues should be conducted in the manner set forth above.

* **INCLEMENT WEATHER.** During the case in which the weather is hazardous, the CAM may be closed. Please note that we do not necessarily follow the same procedures of weather-related closures as do the public schools. In the event of a closure, the instructors will notify students, or parents or guardians of students. Parents are also welcome to check the CAM website, Facebook page or Twitter feed, on which important closure or other information may be posted. Also note that missed lessons due to CAM weather-related closures will be made up on a mutually agreeable time within the Agreement period, and may be comprised of group lessons. Such group make-up classes will be arranged by the student's primary instructor, and will take place if the number of days of weather-related closure for the year

exceeds three. Lessons not made up within the Agreement period cannot be rolled over to the following Agreement period. In the case of a state or federal-declared state of emergency, terrorist attack, or other disastrous instances referred to as Acts of God, which may be the cause of a CAM closure, the CAM does not offer any credit or make-up.

PHOTOGRAPH AND RECORDING RELEASE. The CAM may use student pictures and recordings for promotional uses. If a student, parent or guardian prefers not to include his or her child in such uses, notification to the CAM must be made in writing. Verbal requests will not be accepted.

HONORS RECITAL. At a time during May or June, 2023, after venues open for event booking, the CAM will hold an Honors Recital in Illsely Ball Nordstrom Recital Hall at Benaroya Hall or other prestigious performance venue. Participation for this event is by audition only, and restricted to students currently enrolled in the Exam Track or Competition Preparation program. Students must demonstrate a successful history of performance during the 2022-23 academic year prior to this event, which may include recitals, festivals, or other activities deemed appropriate by the student's primary instructor. Note that participation in performance classes only, or non-CAM organized events unrelated to the area of performance (choir, pop music event, etc) do not qualify as acceptable activities. Not only must the student be enrolled in either the CAM's Exam Track or Competition Preparation program, but also be recommended to perform at this function by his or her primary instructor. Eligible students must participate in both exam dates, the second of which serves as the audition. Participants must be accepted via live audition only. No video or audio submissions are acceptable for students intending to participate. Results of the audition to perform in the Honors Recital are final and may not be appealed. All students must also be prepared to perform their musical selection by memory. The CAM's two exam dates take place during December, 2022, and May, 2023. Precise times are to be announced. Students accepted by audition to play in this event will be charged a \$70.00 participation fee per student for up to 5 minutes of performance time. This participation fee may be adjusted upward for those performing more than 5 minutes. This event is free of admission to the listenership and open to the public. All students taking part in this event must plan to stay for the entire duration of the event out of respect for one's colleagues and peers, or risk prohibition in future such events. Students planning to audition must plan on keeping the Spring Honors Recital open and clear to attend well in advance.

CERTIFICATION AND DIPLOMA PROGRAM. Starting in 2015-16 and continuing onward, the CAM offers for the benefit of its Exam Track and Competition Preparation Track students the opportunity to receive certificates and a graduation diploma. Exam and Competition students may, each year, receive a certificate of completion. To receive the certificate, students must:

- 1. complete all requirements set forth by the student's primary instructor (set by the end of September);
- 2. participate in both exams in December and April;
- 3. successfully perform in two or more recital events (not including the Honors Recital);
- 4. successfully participate in one or more outside festival or competitive event;
- attend and observe two or more live professional classical concerts during the academic year (at least two (2) CAM-sponsored events);
- 6. be accepted AND participate in the Honors Recital.

Students are awarded certificates at the end of the Honors Recital and must be present and participating as performers to accept the honor. Graduating performers who have successfully completed a number of consecutive years (minimum three (3) years in a row leading up to and including the year of senior high school graduation or its equivalent) as Exam Track or Competition Preparation students are eligible to receive a Chopin Academy of Music Performance Diploma. Students may be required to pass final written or practical exams in order to demonstrate a minimum required competency.

CARNEGIE DEBUT PROGRAM. Students who have been studying at the CAM for a number of years and who have excelled in performance skills as documented by winning top prizes (first, second, or third) in at least two festivals or competitions or similar achievements every year will be invited to debut on the

stage of Carnegie Hall in concerts to be scheduled every three years. The 2023-24 academic year presents the next iteration of this opportunity. The 'Chopin Academy of Music Students in Recital at Carnegie' event date will be announced closer to 2023. Note that depending on the fluid situation of ongoing health emergency, the CAM may substitute another venue for Carnegie Hall or postpone this event to a future academic year.

This concert represents one of the highest honors that may be bestowed upon a student of the CAM. To participate, the student must:

- 1. meet all requirements set forth by his or her primary instructor to obtain the teacher's nomination;
- 2. be enrolled for at least 3 consecutive years leading up to the opportunity in the CAM's exam track or competition track program;
- 3. be nominated by the directors of the CAM;
- 4. if deemed necessary, audition at a time to be announced later in the academic year;
- 5. and finally, take part in the Carnegie Hall preparatory recital at a date to be announced in 2023.

Students must inform their primary instructor of their intent to participate in this event by September 30, 2022 in order for a clear path of objectives and expectations to be outlined. It is the prerogative of the student's primary instructor to outline stringent expectations in order to receive this nomination. In addition to the above noted documentation of success, a 120-minute commitment to daily practice is not an unreasonable expectation. All students nominated to take part in this Carnegie Hall performance must submit a resume of accomplishments in music performance detailing the most recent three years while studying as a student at the CAM. Such submission must be made at a date to be specified later. A \$250 fee for participation must accompany this documentation. A time limit of no more than 7 minutes per participant is allotted for this event. All decisions by CAM faculty and the directors regarding student participation, including programing selection and timing, are final and not subject to appeal.

UNDERSTANDING CAM FEES AND CHARGES. Fees are calculated at a pro-rated hourly rate based on a 40-week teaching year. The number of lessons covers weekly instruction throughout the normal days of operation shown on the 2022-23 CAM Calendar, and are subject to all attendance and absence policies as set forth above in this Agreement. The student may schedule with his or her primary instructor the remaining number of lessons (five (5) lessons) at a mutually agreeable time. Said time may be outside of the normal days of operation shown on the 2022-23 calendar, but within the Agreement period (September 1, 2021 to August 31, 2022).

No rollover of credit may be applied to any other Agreement period, and all fees and tuition paid to the CAM are nonrefundable. A schedule of fees are as follows:

- A pro-rated hourly rate. These rates are variable based on instructor.
- \$60 annual fee is assessed at the commencement of registration (due in September for continuing students); a reduced rate of \$20 per student applies for each family member beyond the first; a reduced registration payment of \$20 applies if registration commences on or after July 1, 2023.
- \$20 annual recital fee is assessed along with the registration fee per student (allowing participation in all regular general recitals outside of the Carnegie Debut event and annual Honors Recital); these are marked 'GENERAL RECITAL' on the 2022-23 CAM calendar.
- A special fee to be announced for the Honors Recital or special events not listed as 'GENERAL RECITAL' will be assessed to eligible participants (see 'HONORS RECITAL' and 'CARNEGIE DEBUT PROGRAM' above).
- \$5 fee per transaction applies to the monthly payment option.
- \$25 fee per instance applies for any amendment of registration during the agreement period resulting in change of billing, alteration of lesson duration, frequency, etc.
- \$20 annual exam fee for all students enrolled in the Exam Track or Competition Preparation program.
- \$20 late penalty for each transaction received after the deadline; the CAM offers a one-time forgiveness of this penalty per agreement period upon request. This penalty is assessed after a 7-day grace period.
- \$25 NSF banking penalty is assessed any time insufficient funds result in the rescinding of a payment.

- -\$30 credit applies to your next payment for each successful family referred to the CAM without limit.
- The CAM may at times offer other incentives including early registration discounts or mailer coupons

Payment may be received in the following forms:

- Periodic installments (4) on the following deadlines: Sept 1 or commencement of registration, Nov 1, Jan 15, and Apr 1
- Monthly payments (11) on the first of each month (payment one includes the first month and July portion along with relevant registration fees; \$5 per transaction processing charge applies to monthly payments)

The CAM accepts personal check. This payment may be dropped at the location or mailed and must be received by the deadline to avoid late payment penalties. For a 3% convenience fee, The CAM offers ACH bank transfer or credit card payment options.

Students enrolling at the CAM during any mid point of the Agreement period will be assessed a pro-rated portion of tuition. Those registering mid-term and opting for monthly payments must pay first and last month installments. Those registering mid-month and opting for monthly payments must pay both first and last month's installments, as well as the second month's installment.

Students may expect a minimal lesson rate increase each year. This is necessary so that the CAM can cover its annual increase in lease, triple-net, taxes, inflation, and other variables such as energy cost, etc. This year's increase is between 8% and 12% over last year's rate. This year's increase is due to larger than anticipated costs and to offset rapidly growing inflation.

Failure to pay tuition and fees in full by the specified due dates may result in immediate suspension of the activity, possible barring from participation in future activities and/or referral to a commercial collection agency. If referred for collection, the delinquency may be reported to a national credit bureau. All costs, expenses and fees, including, but not limited to, attorney fees, court costs, collection costs and other out-of-pocket expenses incurred by the CAM in collecting or attempting to collect a past-due account are the responsibility of the student, or the parent or guardian. Any suspension or termination of activity is still the financial responsibility of the student, parent, or guardian (see 'ACTIVITIES MISSED DUE TO STUDENT ABSENCE' above).

Please keep and record all important payment information received from the CAM. The CAM may not send regular payment reminders before deadlines and only issues individual tuition installment invoices directly through email. Be aware that no electronic form of communication is infallible. It is the student or parent's responsibility to keep track of all payment amounts and deadlines. The CAM recommends setting up automatic payments through the student's or parent's personal banking institution for ease of tracking.

TERMINATION OF AGREEMENT. The CAM aspires to provide outstanding musical education to its students. This involves the adherence to its policies by all individuals who enter into this Agreement with the CAM. Such mutual participation requires positive energy and cooperation by all parties involved so that all lessons, classes, recitals, and activities organized by the CAM proceed smoothly and to the benefit of all. The CAM reserves the right to permanently and immediately terminate service to any individual who disrupts the operation, fails to adhere to its policies, engages in or initiates inappropriate conflicts or discussions, place undue demands upon the instructor outside the purview of services offered by the CAM as described within this agreement or its appendices, or in any way causes a negative impact or damage, emotionally or otherwise, to its instructors or other students. The CAM also reserves the right to assess compensation for any damages, to person or property, caused by the student, parent or guardian bound by this Agreement.

* **TRANSFERRING BETWEEN INSTRUCTORS AND STUDENT/PARENT ETHICS.** During the academic year, students are free to request a change of instructor for any reason. By the same token, a student's primary instructor may suggest a change to another instructor based on his or her professional opinion. All students, parents, and guardians of the CAM must also observe a basic code of ethics pertaining to their interaction with his or her primary instructor:

- 1. Students, parents, and guardians must respect the fact that instructors have a confidential contractual agreement with the CAM, and,
- 2. therefore, not approach any instructor to engage in a third-party agreement outside of this Agreement, and,

- 3. have the respect to approach his or her primary instructor with prompt, open, honest, and direct communication if any issue of concern arises, including the desire to switch to another instructor, whether such change of instructor is within the CAM or not, and,
- 4. give the primary instructor at least one month of written or verbal notice of a student's intent to switch to another instructor, whether such change of instructor is within the CAM or not, and
- 5. not engage secretly in lessons or direct communication with a different instructor than his or her primary instructor simultaneously, whether such instructor is a faculty member of the CAM or not, except as outlined in this Agreement (see 'INTRODUCTORY PERIOD' above), and,
- 6. refrain from gossip, slander, and/or overly or unnecessarily competitive comparison with and between other students, parents, or guardians, whether or not those individuals are students of the CAM or not.

WITHDRAWAL. Students wishing to withdraw from private lessons or classes before the conclusion of the Agreement period must request to do so in writing. This request is accepted only from the student, or the parent or guardian. Once this request is submitted, the family/student is liable for any outstanding fees resulting from all activities associated with CAM programs. This request must be submitted thirty (30) days prior to the last lesson the student plans to attend. If no notice is supplied, or notice is less than thirty (30) days, a \$175 withdrawal fee per withdrawing student will be added to any outstanding fees due to balance a student's account. Failure to appear for classes or lessons, or failing to pay tuition is not an acceptable or recognized form of withdrawal, and will result in additional accrued fees. All fees and tuition paid to the CAM are non-refundable. Students wishing to withdraw are advised to arrange such withdrawal to coincide with payment deadlines in order to avoid the circumstance of unused tuition or additional fees.

* HOLD HARMLESS. The student and the parent or guardian hereby fully waives and relinquishes any and all claims against the Chopin Academy of Music and its officers, agents, and employees from injuries or damages as a result of participating in any activities, lessons, concerts, classes, or any other organized event associated with the CAM. The student further agrees to indemnify and hold harmless the CAM from any and all claims resulting from injuries, damages arising out of, connected with, or in any way associated with the activities of any program instituted with the CAM.