



FOXX PIANO STUDIO ENROLLMENT AGREEMENT

This Enrollment Agreement is made and entered into this _____ day of _____, by and between Foxx Piano Studio and _____ (Student) or if Student is a minor, _____ (Parent), (Studio, Student, and Parents together shall be referred to as the “Parties”), according to the provisions herein below:

- Lessons.** Teacher agrees to provide lessons to Student, and Student agrees to enroll in lessons with the Teacher. Rules, regulations, policies, and other provisions relating to the lessons are contained in the Studio Policy, attached hereto as Exhibit A.
- Studio Policy.** As a condition to Teacher providing lessons to Student, Student agrees to comply with all of the provisions set forth in the Studio Policy, attached hereto as Exhibit A and incorporated herein by reference. Student and/or Parent acknowledge that they have received and read a copy of the Studio Policy, and understand all the provisions therein. Student and/or Parent understand that the Studio may terminate enrollment for Student and/or Parent’s failure to comply with the Studio Policy, in accordance with the termination provisions set forth herein below.
- Modification to Studio Policy.** The Studio Policy may be revised periodically to address the changing needs of the Studio and its student enrollment. The Studio will provide at least two weeks’ notice to Student and/or Parent before any changes in Studio Policy take effect. The Student’s continuation of lessons will be deemed Student and/or Parent’s acceptance of Studio Policy changes, unless otherwise notified by the Student and/or Parent within one week of Studio’s issuance of notice.
- Tuition Fee.** The tuition fee is due on the first day of the month, in accordance with the rate schedule set forth in the Studio Policy. Tuition payments may be delivered to the Studio at the first lesson or by mail to: 15734 W. Durango St. Goodyear, AZ. 85338. Acceptable methods of payment are by: personal check, online billpay, cash or paypal. Late payment fees, and materials and activity fees will be charged in accordance with the provisions set forth in the Studio Policy.
- Cancellations; Tardiness.** Student and/or Parent must provide the Studio advance notice in accordance with the Studio Policy to cancel a lesson. If Student and/or Parent comply with the notice provision in Studio Policy, the Studio will allow student and/or parent to take advantage of the student roster exchange list in accordance with the terms specified in the Studio Policy. There are no refunds for missed lessons. If sufficient notice is not given to the Studio, Student and/or Parent will forfeit the use of the exchange list in its entirety.
- Termination of Lessons.** Students may terminate lessons for any reason. However, before lessons are terminated, students must provide the Studio with a non-refundable termination fee equivalent to one month’s tuition one month before semester end regardless of the reason for termination. Students may but are not obligated to complete lessons until the end of the semester. However the one month paid notice before semester ends must be given regardless if lessons are taken advantage of in the last month or not. The Studio may terminate lessons for any reason. If the Studio terminates lessons, tuition will be pro-rated up to the last lesson taken by the Student.
- Waiver of Breach.** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- Mediation of Disputes.** If a dispute arises out of, or relates to, this Agreement, Teacher, Parent and/or Student agree to first try in good faith to settle the dispute by non-binding mediation before resorting to court action or binding arbitration. To invoke mediation, one party shall notify the other and the two parties shall choose an impartial, neutral mediator. The mediator shall conduct the mediation session or sessions within the next three weeks. Costs of mediation shall be divided equally between the parties.
- Attorneys’ Fees.** If litigation or arbitration arises from this Agreement, the prevailing party shall be reimbursed by the other party for reasonable attorneys’ fees and court or arbitration costs.
- Severability.** If any term or provision is illegal or invalid for any reason whatsoever, such provision is severable from the rest of the Agreement and shall not affect the validity or legality of the remainder of this Agreement.

STUDENT OR PARENT (for students who are minors):

[FOXX PIANO STUDIO, JENNIFER FOXX]

By: _____
Signature

Print Name

By: _____
Signature

Print Name

Date: _____

Date: _____