



PARTICIPATION & RENTAL - TERMS & CONDITIONS

FOR MUSIC MATTERS AFTER SCHOOL ON-SITE SCHOOL PROGRAMS

- 1. COMMITMENT:** By signing this registration, you agree your child will participate in the program throughout its 9-month term with one automatic payment each month on the 1st.
- 2. LIABILITY FOR LOSS OR DAMAGE:** You are fully responsible for damage to or destruction or loss of the instrument from causes in excess of normal wear and tear, up to a maximum of the fair market value of the instrument. You will not be liable for loss or damage to the instrument due to confirmed theft or fire. For this to apply, you must furnish us with a police report showing forced entry or a fire department report within 72 hours of the loss. All coverage is void if your account is in default. **Music Matters After School does not cover mysterious disappearance under any circumstances.** We do not cover damage or loss to the accessories including but not limited to strings, cases, reeds, drumsticks, drumheads, bow hair, rosin, bridges, mouthpieces, ligatures, neck straps and caps. Damage to the body or finish of wooden instruments is not covered.
- 3. TERMINATION:** You may only cancel enrollment by notifying customer service in writing within 30 days of the first class. In the event your termination exceeds the time frame allotted per the cancellation policy, a \$100 cancellation fee is assessed.
- 4. INSTRUMENT RETURN:** **To return the instrument, mail it to: Music Matters After School ATTN: Returns Department 500 Sun Valley Dr. Suite D2 Roswell, GA 30076.** You must return the instrument to us in good condition, fair wear and tear excepted. If the instrument is returned extensively damaged, there will be a \$75.00 minimum repair charge up to a maximum charge equal to the fair market value of the instrument. All original issue accessories including but not limited to strings, mouthpieces, drum pads, drumsticks, instrument parts and bows must be returned with the instrument or you must pay for them at the time of the return.
- 5. INSTRUMENT EXCHANGE:** Your Music Matters teacher alone can allow students to change instruments, after discussing with the parent. If this is permitted, the instrument will need to be returned to our office and a replacement instrument will be sent to your home address. In the event of an exchange, the cost for the program may change. If you exchange the original instrument without signing a new enrollment form, you agree the terms of this enrollment will apply to each instrument and exchange.
- 6. REPAIRS AND MAINTENANCE:** You are responsible for maintaining the instrument in good working condition. If your instrument should need repair or maintenance, please discuss the problem with customer service. Do not repair the instrument on your own or with an unauthorized technician. **ALL REPAIRS MUST BE APPROVED BY CUSTOMER SERVICE AND DONE BY A COMPANY APPROVED TECHNICIAN.**
- 7. TITLE TO THE INSTRUMENT:** Music Matters owns this instrument, therefore any discussions about this enrollment or any terms thereof should be discussed with a Music Matters representative.
- 8. OTHER FEES:** There will be a \$10.00 late fee on payments not received within 10 days after the due date. Music Matters After School requires each student to obtain a registration kit upon enrollment into the program. The registration kit includes program books and items needed in order to play the instrument. A \$25.00 will apply for checks returned because of non-sufficient funds.
- 9. DEFAULT:** If you fail to make your account current within 30 days of the due date or fail to observe any other term in this Agreement all of which are material, you are in default. If you are in default, and after we give you any notice required by law, we are entitled to all legal remedies including but not limited to repossession and our damages. Upon default any rental credit earned will be void and you are liable for amounts due us and are required to return the instrument immediately. **You must pay us for all our reasonable costs including the entire cost of lease if the instrument is not returned.**

10. REINSTATEMENT: You may be reinstated, in our sole discretion, after a default without losing any rights previously acquired as long as the instrument is returned to us when instructed and the total balance due is paid in full. You will have 30 days from the date of return of an instrument to make all payments past due to be eligible for reinstatement. If you are reinstated we will furnish you an instrument of comparable quality and condition for rental for the balance of the term. Reinstatement of any individual shall be at the sole discretion of Music Matters.

11. BILLING AND CHANGE OF ADDRESS: Payments are scheduled in our auto-pay system, will not be prorated, and are non-refundable. You will not receive a bill and are responsible for your monthly payments regardless of correspondence. Fees are not contingent on practice time, class schedules or time in the repair shop. You must inform us in writing of any changes in your address or billing information.

12. INSTRUMENT LOCATION: You must not move the instrument from the address shown on this Agreement without our written consent. You must not sell, pawn, dispose of or pledge the instrument as security while this Agreement is in effect.

13. TAXES: Applicable state and local taxes are included in our prices and rates.

14. AUTHORIZATION OF CHARGE CARDS: You authorize us to bill against the debit/credit card account listed for all payments, taxes and fees.

15. E-MAIL OPT-IN: A current email address is required as this is the primary form of communication between Music Matters and our customers. Your information is always kept confidential. We do not sell or share this information.

16. REFUNDS: We do not give refunds. Payments are scheduled in our auto-pay system and will not be prorated or refunded at anytime.

PROGRAM RULES AND REGULATIONS

Students will not cause damage to the property of the school, Music Matters or any other party

Students will adhere to all rules and regulations of the school

No drugs or alcohol are allowed on the property of the school

No fighting, verbal or physical, with fellow students, instructors or staff

All students must abide by such rules and regulations at all times. Breaking any of the rules or regulations will be cause for **immediate dismissal** from class.

PLEASE NOTE: Students who are dismissed because of a rule violation or disciplinary reasons will not receive a refund and will continue to be responsible for the entire amount of tuition.

CANCELLATION POLICY

All cancellations must be put in writing and received by us no later than thirty (30) days of the date of your child's first class. Once notice is received and the instrument is returned, in good condition, fair wear and tear excepted, you will no longer be charged monthly for the remaining payments. All original issue accessories including but not limited to strings, mouthpieces, drum pads, drumsticks, instrument parts and bows must be returned with the instrument or you must pay for them at the time of the return. All written cancellation requests can be mailed to:

Mailing Address:

Music Matters After School
Attn: After School Program
500 Sun Valley Dr., Suite D2
Roswell, GA 30076

Or call (678) 456-3080 to speak with customer service.