

# *Student Enrollment Terms of Service*

## *Spring 2026 Semester*



### **Introduction**

These Student Enrollment Terms of Service ("Terms") govern enrollment in music programs offered by **The Bach Academy, LLC** ("Academy") for the **Spring 2026 semester**.

By enrolling one or more students ("Student(s)") and/or submitting payment, the enrolling parent or legal guardian ("Guardian"), or the Student if age 18 or older, agrees to these Terms on behalf of themselves and all enrolled Student(s).

These Terms set forth the expectations, responsibilities, and policies related to enrollment, including payment, scheduling, conduct, and participation. The Academy is committed to providing high-quality music education in a professional and supportive environment.

These Terms take effect upon enrollment or payment and apply for the duration of the Spring 2026 semester.

### **Lessons and Handbook Policies**

The Student(s) and Guardian agree to comply with the **Student Handbook – Spring 2026 Semester**, which is incorporated by reference into these Terms and governs lesson structure, scheduling, attendance, cancellations, conduct, and related policies.

The Student Handbook and these Terms apply for the duration of the Spring 2026 semester and will not be modified during the semester.

# Withdrawal and Termination

## Early Withdrawal for Full-Time Students

If a full-time Student withdraws before the end of the Spring 2026 semester, the Guardian should provide **at least 30 days' notice**. This allows the Academy to adjust the teacher's schedule and offer the Student's spot to another student.

An **early withdrawal fee of \$25** applies, regardless of notice. In addition, the Guardian is responsible for tuition for the next four lessons following notice. If the Student does not attend these lessons, tuition is still due unless waived by the Academy.

If a Student withdraws **without providing 30 days' notice**, tuition for **an additional four lessons** after the last attended lesson is due. Payment is collected according to the regular schedule, and withdrawal is considered complete once payment is made and any remaining lessons or notice period are satisfied.

## Academy's Right to Terminate

The Academy may terminate enrollment if a Student fails to meet obligations, including non-payment, repeated absences, or misconduct. The Academy will provide written notice and may give the Student an opportunity to resolve the issue before termination.

Any prepaid lessons after termination will be refunded.

## Liability and Insurance

### Liability Waiver

The Student(s) and their Guardian acknowledge and agree that The Bach Academy is not responsible for any personal injury or damage to property sustained during lessons or Academy-sponsored events unless the injury is caused by the Academy's negligence. The Academy will make every effort to maintain a safe environment, but the Student(s) participate

in lessons and activities at their own risk. The Guardian assumes full responsibility for any injury or damage to personal items during participation in Academy activities.

## **Insurance**

The Guardian is encouraged to maintain appropriate insurance coverage for Student(s)' personal belongings, instruments, and other equipment. The Bach Academy is not responsible for any loss, theft, or damage to instruments, music sheets, or other personal property brought to lessons. The Guardian agrees to hold the Academy harmless in the event of such occurrences.

## **Privacy and Confidentiality**

### **Personal Data Protection**

The Academy collects personal information from Student(s) and their Guardian(s), including names, contact details, and payment information, for administrative purposes only. This data will be stored securely and will not be shared with third parties unless required by law or with the Guardian's consent. Guardian(s) have the right to request access to or deletion of personal data for themselves or their Student(s) at any time.

### **Use of Photos and Videos**

Guardian(s) grant permission for the Academy to use photos, videos, and recordings of Student(s) taken during lessons or performances for promotional purposes, including on the Academy's website or social media. If Guardian(s) do not consent to such use, they may submit a written request that their Student(s)' image or recordings not be used. The Academy will respect these requests.

### **Confidentiality**

All sensitive information shared between Student(s), Guardian(s), and the Academy, including medical or special learning needs, will be treated confidentially. The Academy will not disclose such information to third parties unless necessary for participation in the music program or as

required by law. Guardian(s) and the Academy agree to maintain confidentiality regarding all matters related to enrollment and participation.

## **Dispute Resolution and Governing Law**

### **Mediation and Arbitration**

In the event of a dispute, both parties agree to attempt to resolve the matter through mediation before seeking litigation. The parties will select an independent mediator, and the costs of mediation will be split equally. If mediation is unsuccessful, the dispute will be resolved by binding arbitration in accordance with the laws of Florida.

### **Governing Law**

These Terms of Service will be governed by the laws of the state of Florida, without regard to its conflict of law principles. The parties agree that any legal disputes related to these Terms will be heard by the courts located in Orlando, FL. Both parties consent to the jurisdiction of these courts for resolution of any legal disputes.

### **Force Majeure**

In the event of unforeseen circumstances such as natural disasters or other external situations beyond the control of either party ("External Situations"), the Academy will make every effort to reschedule lessons or offer alternative arrangements. If the Academy is unable to deliver lessons due to such events, no liability will be held, and the Student(s) will not be charged for missed lessons. The Academy reserves the right to reschedule or cancel performances in such situations. For purposes of this clause, "External Situations" are defined as circumstances that arise apart from the Academy, the Student(s), and the Student(s)' personal relations such as family and employment. Illness or family emergencies that directly involve the Student(s) are not considered External Situations under this clause and are instead governed by the policies outlined in the Student Handbook.

## **Miscellaneous Provisions**

### **Severability**

If any part of these Terms of Service is found to be invalid or unenforceable under applicable law, the remainder of the Terms will remain in full force and effect. The Academy and Guardian(s) agree to interpret any invalid or unenforceable provision in good faith to align with the intended objectives of the Terms. The invalidity of one provision will not affect the enforceability of the other provisions.

### **Entire Agreement**

These Terms of Service, together with the Student Handbook for the Spring 2026 semester, constitute the entire agreement regarding enrollment and participation for this semester. They supersede all prior communications or understandings related to this semester.

## **Acceptance**

Enrollment of Student(s) and/or submission of payment constitutes agreement to these Terms of Service and the Spring 2026 Student Handbook. By enrolling, Guardian(s) confirm that they have read, understood, and agree to abide by these Terms on behalf of themselves and their Student(s).