



Magic Flute

Montessori Music School

Administrative Office: 17100 Collins Ave, Suite 206,
Sunny Isles Beach, Florida 33160

STUDENT'S INFORMATION

Name & Last Name: _____ Birth Date: ____/____/____ Gender: ____

Month / Day / Year

Address: _____ City: _____

State: _____ Zip: _____

Place of Birth: _____ Citizen of: _____

Current Grade: _____ **ALLERGIES** _____

Name of last music school attended: _____

PARENT 1 INFORMATION

Name & Last Name: _____

Cell Ph.: () _____ Bus. Ph.: () _____

Home Address: _____

E-mail Address: _____

PARENT 2 INFORMATION

Name & Last Name: _____

Cell Ph.: () _____ Bus. Ph.: () _____

Home Address: _____

E-mail Address: _____

How did you initially hear of Magic Flute Montessori Music School (check one)?

Referred by someone _____ Internet search _____ Star Club Drove by

MAGIC FLUTE MONTESSORI MUSIC SCHOOL

ENROLLMENT CONTRACT

for Magic Flute LLC (d/b/a Magic Flute Montessori Music School)

This is a legally binding contract. Please read it carefully.

Date: _____ / _____ / _____

Month / Day / Year

This Contract is between the parent(s) or legal guardian(s) or adult student (referred to as "Parent," which term includes the singular or plural, as applicable of _____

_____ [insert student/students name(s)] (hereinafter "Student")

and Magic Flute LLC for students enrolled in it's the 5-YEAR-DIPLOMA MONTESSORI MUSIC PROGRAM. All

persons signing this Contract are jointly and severally liable for the tuition and fees set forth herein. Parent's signature

and/or initials on this Contract evidence Parent's understanding and agreement to the terms of this Contract, as follows:

1. Tuition Deposit: (Initial(s)). Parent understands that for the Music School to consider Student's application and to conditionally reserve a place for Student for the 5-YEAR-DIPLOMA MONTESSORI MUSIC PROGRAM stated above, Parent must submit the original executed Contract, along with a **\$50 Tuition Fee**, made payable to Magic Flute LLC within 5 days of the date of this Contract set forth above.

Parent understands that the Tuition Deposit is earned by the Music School upon Parent's submission of the Contract and Tuition Deposit to the Music School and the Music School's consideration of Student's application. **The Tuition Deposit is not refundable.**

2. Tuition: (Initial(s)). Parent has selected the following Payment Plan to pay the balance of tuition (tuition minus the Tuition Deposit) in accordance with the

Tuition Schedule issued each year and expressly incorporated into the terms of this Contract. Parent understands that tuition will be established for each year by the

Administration. **Fellowship cancellation:** fellowship can be canceled AT ANY TIME by delivering a completed form of paper request to the administrative office which will be effective immediately.

Mark payment choice (check only one box) and check Sibling Discount, if applicable.

Plan A: SILVER/BRONZE/GOLD Package **FOR MEMBERS ONLY.** Payment of the balance of tuition for the Student's Music Education to be paid in one payment **every 4 weeks.** Anyone that has an expired package payment 5 days past their due date payment will be charged a \$50.00 reinstatement fee in addition to regular cost. Balance of lessons in the package is not transferable to the next payment period. **Cancellation Policy:** 48 hours' notice if you need to cancel or reschedule a

private or group lesson. Forgetting to do so results in the lesson being marked as missed when your teacher marks attendance. Missed lessons cannot be rescheduled, which means payments for missed lessons are NOT reusable, refundable, or transferable. Give us a call or email us if you want to cancel and reschedule lessons in our work hours anytime up to 48 hours before the lesson.

Plan B: Payment of the balance of tuition for the Student's music education to be paid in one payment for **Group Lessons Package**. **Cancellation Policy:** 48 hours' notice if you need to cancel or reschedule a private or group lesson. Forgetting to do so results in the lesson being marked as missed when your teacher marks attendance. Missed lessons cannot be rescheduled, which means payments for missed lessons are NOT reusable, refundable, or transferable. Give us a call if you want to cancel and reschedule lessons in our work hours anytime up to 48 hours before the lesson.

Sibling Discount: The Music School offers the following sibling discounts: a 5% tuition discount on the second Family Member enrolled; a 10% tuition discount on the third Family Member enrolled; a 15% tuition discount on the fourth Family Member enrolled; and a 20% discount on the fifth and subsequent Family Members enrolled. The Music School calculates the discount on the student(s) with the lowest tuition rate(s). **Please indicate the name(s) of other sibling(s) enrolled:**

3.Tuition Obligation: (Initial(s)). Once Parent submits an executed Enrollment Contract and the required Tuition Deposit, Student will be enrolled for the 5-year-Diploma Montessori Music Program. **If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, there will be no refund or reduction of fees or Tuition, and any unpaid balance may, at the Music School's election, become immediately due and payable.**

4.Tuition Refund Plan: (Initial(s)). Parent has received and read the Tuition Schedule detailing the terms and conditions of **Non-Refund Policy**. The amount paid by the Plan will be credited to Student's account which he or she can use for any music lesson with a regular price without Fellowship privileges. Any overpayment on Student's account will be reimbursed to Parent and any underpayment will be billed to Parent. Any such balance is payable on demand. Parent AUTHORIZES the Music School to process and collect package payments and credit it to Student's account.

5.Incidentals: Parent agrees that OPEN CONCERTS AND RECITALS are parts of the evaluation for Graduation Diploma and must be payable to the Music School for incidental fees, such as interest, Open Concert Day, or Music Competition charges, up to \$50.00, etc. charged to Parent's account within thirty days of receipt of each statement (concerts over \$50.00 will be paid by Parent in accordance with the terms of the specific music concert or competition trip).

6. Music School Rules: Student's enrollment at the Music School is subject to the general statements, rules, regulations, conditions, and financial terms contained in the Music School's Parent and Student Handbook and other published documents, which may be amended from time to time. Parent acknowledges that Parent and Student must abide by such Music School rules and guidelines.

7. Support: Student's enrollment at the Music School is subject to Parent support of the standards of the Music School in its philosophy, methods, objectives, and policies, including moral, academic, behavioral, dress, conduct, and disciplinary standards; to assume the responsibility for parental monitoring of Student's education, being an encourager, and keeping in regular contact with Student's teachers; and to attend mandatory meetings called by the Music School. Parent also agrees to support, to the best of Parent's ability, the Music School's entire program through time, attendance at parent meetings, and participation in various Music School activities.

8. Termination of Student's Attendance: The Music School has the right to suspend or terminate the attendance of any student for reasons set forth in this Contract, for reasons set forth in the Parent and Student Handbook (or other published document), for reasons that the Music School Administration considers detrimental to the Music School community, to student, or to other students of the Music School, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Music Student's attendance (including any amounts charged on Student's account with the Music School).

9. Payment and Late Fees: (Initial(s)). Parent understands and agrees that a Late Charge of \$50.00 will be added for **any** delinquent payment (which is defined as a payment not received within **5 days** after the due date). In the event of default (default being 30 days past due), Parent also agrees to pay all costs of collection, including collection agency fees, attorneys' fees, court costs, and interest of 1.5% per month. Further, as to any account more than 90 days in arrears, the Music School reserves the right to accelerate the total unpaid balance of tuition and fees due under this Enrollment Contract. **When accounts are in arrears, the account may be referred to the Music School's collection agent and/or counsel for satisfaction.**

10. Default of Payment: Student will not be allowed to continue to attend classes or participate in Music School activities unless tuition and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to the Music School).

11. Photos and Images: The Parent agrees to allow the student's name, photograph, voice, image, and information to be used by the Music School for use in the Music School's publications, promotion materials, social networks, and website, without compensation and without prior notice. Parent also allows Student to be interviewed by the media on campus or at school-related events. Parent releases and holds the Music School harmless from any liability stemming from the use of the Music Student's name, photograph, voice, image, or information.

12. Music School/Family Cooperation: A positive and constructive relationship between the Music School and Family Member (defined as Parent, Student, or other person associated with Student) is essential to the Music School's educational purpose and responsibilities to its students. If any Family Member engages in behavior, communications, or interactions on or off campus, that is disruptive, intimidating, overly aggressive, or reflects a loss of confidence in or disagreement with the Music School's policies, methods of instruction or discipline, or otherwise interferes with the Music School's safety procedures, responsibilities, or accomplishment of its educational purpose or program, the Music School reserves the right to place restrictions on the Family Member's involvement or activity at Music School, on Music School property, and/or at Music School-related events or to dismiss the Family Member from the community. The Music School may also place restrictions on a Family Member's involvement or activity at Music School, on Music School property, or at Music School-related events as Open Concerts and Music Competitions for other reasons that the Music School deems appropriate. The Music School also reserves the right to withdraw an offer of enrollment or re-enrollment or to void an executed Enrollment Contract as a result of a Family Member's violation of the expectations set forth in this Paragraph. Any determination under this Paragraph shall be in the Music School's sole discretion. There will be no refund of tuition where such dismissal occurs, and any unpaid balance is payable in full according to the terms of this Contract.

13. Medical Authorization: If, in the opinion of a properly licensed and practicing physician, Student needs medical or surgical services which require Parent's preauthorization or consent, Parent hereby authorizes, appoints, and empowers the Music School to act as Parent and furnish such consent on Parent's behalf. Parent confirms that it is Parent's desire that Student be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Parent hereby releases and holds the Music School harmless from any liability which might arise from the giving of such consent. Parent agrees to reimburse the Music School for any medical expenditures made on Student's behalf.

14. Consent to Referrals for Student Counseling: The Parent authorizes the Music School's student guidance counselor to meet and counsel with Student regarding emotional, social, or family circumstances. Parent hereby releases and holds the Music School harmless from any liability which might arise from the provision of such medical care or counseling services.

15. Student's Satisfactory Completion of Current Music Level: This Contract is further conditioned upon the Student successfully completing the music program in good standing, both academically and behaviorally. If, after completion of the current music program, the Music School determines in its sole discretion that Student has not met this requirement, the Music School has the right to unilaterally cancel this Contract.

16. Release of Student Records: Parent consents and holds the Music School harmless for the release of Student's records and information upon request by an educational institution or law enforcement agency. Parent also releases and holds the Music School harmless from any liability stemming from the use, disclosure, or release of Student's records or information.

17. Promotional Materials/Statements: The Music School continually strives to ensure the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials (including class sizes, student-to-teacher ratios, teacher qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. Prior to relying on any written materials in making your decision to enroll Student in the Music School, please verify the accuracy of information with the Admissions Office. Please also understand that even if the information was accurate at the time that you enrolled or re-enrolled the student, the information may change prior to commencement of classes or during attendance at the Music School. Please also note that only the President of the Music School (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangements for Student, or other changes from the Music School's regular curriculum.

18. Governing Law/Waiver of Jury Trial: This Contract and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law. **The parties agree to waive the right to jury trial over any claims pertaining to Student's enrollment, attendance, or separation from the Music School including, but not limited to, claims of breach of contract, under statute, ordinance, or common law.** The exclusive venue for any claim shall be the Southern District of Florida or any Florida state court in Miami-Dade County, Florida, as appropriate.

19. Understanding of Terms: Please read this Contract carefully. By signing below, Parent acknowledges that Parent understands the terms of this Contract. If Parent has questions about the terms, Parent is encouraged to seek advice of counsel or to seek clarification from the Business Manager.

20. Force Majeure: The Music School's duties and obligations under this Contract shall be suspended immediately without notice during all periods that the Music School is closed because of force majeure events including, but not limited to, any fire, act of God, hurricane, war, governmental action, act of terrorism, epidemic, pandemic, or any other event beyond the School's control. If such an event occurs, the Music School's duties and obligations in this Contract will be postponed until such time as the Music School, in its sole discretion, may safely reopen. In the event that the Music School cannot reopen due to an event under this clause, the Music School is under no obligation to refund any portion of the tuition paid.

21. Reimbursement for Domestic Legal Issues: Parent understands and agrees that the Music School's primary purpose is to provide music educational opportunities to the students within its institution. Parent also understands that it is disruptive to the Music School for a Parent to involve the Music School (or any of its employees) in domestic legal disputes between the Parents and that the Music School often must pay for legal fees and costs associated with such issues. Therefore, the Parent agrees to promptly reimburse the Music School for all expenditures incurred by the Music School as a result of Parent's domestic legal disputes, including, but not limited to: Parental disagreements about Student's education or placement; divorce proceedings; custody proceedings; and/or modifications of custody proceedings. Cost incurred may involve reasonable attorneys' fees/costs to prepare for and/or attend depositions, trials, or hearings; communication with Parent or Parent's counsel, guardians ad litem or attorneys ad litem; respond to subpoenas; draft letters or motions; and perform research. Costs include the cost of copying documents, providing records, engaging substitute teachers or temporary employees, computerized research, and travel expense. Parent agrees to reimburse the Music School for such fees/costs within thirty (30) days of Music School billing Parent for such expenses. Any dispute between the Parents regarding which Parent may owe which portion of the bill should be resolved between the Parents so that the bills for reimbursement to the Music School can be paid on a timely basis. Parent's failure to pay such fees/costs promptly will result of dismissal of the family from the Music School.

22. Parent's Commitment to Truthfulness in the Admissions and Enrollment Process: The Music School is relying on the completeness and truthfulness of the information provided by the Parent in the admissions and enrollment process. If the Music School finds out after the Student has been admitted and enrolled that the Parent was not truthful in the admissions and enrollment process on any issue that the Music School, in its sole discretion, finds to be important, the Music School has the absolute right to terminate this Contract. There will be no refund of tuition where such termination occurs, and any unpaid balance is payable in full according to the terms of this Contract.

23. Authority: Each party represents and warrants to the other (1) that it has full power to enter into and perform its obligations under this Contract; and (2) that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. Parents in two-parent households agree that each is acting as agent for the other. Modification of this agency relationship shall be in writing and delivered to the Music School. No oral modifications will be recognized or accepted.

24. Entire Agreement: This Contract, and the separately incorporated Tuition Schedule (each month), sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous oral understandings between the parties. There have been no representations or warranties made by any party other than the representations and warranties contained herein. Parent and the President of Music School must agree in writing to any changes to this Contract, except that the Music School may make changes to this Contract for subsequent years and Student's continued attendance after changes by the Music School are communicated to Parent constitutes Parent's assent to such changes.

25. Assignment: This Contract shall inure to the benefit of and be enforceable by any successors or assigns of the Music School, including any entity with which, or into which, the School may be merged, or which may succeed to the School's assets or business. This Contract is a personal contract, and the rights and interests of the Parent and Student may not be assigned or transferred by any of them.

26. Counterparts and Electronic/Scanned Signatures: This Contract may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract. Documents executed and transmitted electronically, and electronic and/or scanned signatures shall be deemed original signatures for purposes of this Contract and all matters related thereto, with such electronic and/or scanned signatures having the same legal effect as original signatures.

*Signature of Parent (or legal guardian or Adult Student)

_____/_____/_____

Date: Month / Day / Year

The person signing below, although not a Parent or Legal Guardian, is agreeing to be responsible for all financial obligations set forth above:

*Signature of Parent (or legal guardian)

_____/_____/_____

Date: Month / Day / Year



An Investment in Your Child's Future
For more information visit www.MagicFluteMontessori.com