



Student Enrollment Agreement

THIS DOCUMENT SERVES AS A LEGALLY BINDING CONTRACTUAL AGREEMENT BETWEEN THE PARTIES:

Skokstudio LLC and _____
(hereinafter referred to as the STUDENT)

Purpose of the Enrollment Agreement

Mr./Mrs./Ms. _____ on this day of _____, 2019
has agreed to Enroll in Private Vocal Instruction Lessons with Skokstudio for a term of one year.

The Student's Responsibilities

1. A non-refundable Registration Fee payment in full of \$ _____ is due with the signing of this Agreement. STUDENT agrees to pay the annual Enrollment Registration Fee for participation in:
 In-studio Private Lessons
 Online Private Lessons
2. STUDENT has read, understands, and agrees to adhere to all Skokstudio policies and procedures as stated in the Student Requirements and Expectations section of the "Skokstudio Policies and Procedures" document.
3. STUDENT agrees to continue private lessons with Skokstudio for the next year from the date of enrollment.
4. STUDENT agrees to select a Subscription Tuition Payment Plan, and that throughout the annual twelve-month enrollment term, the student agrees to maintain an active plan by paying all subscription renewal fees.
5. STUDENT understands and accepts that this Agreement and any use of the corporate website skokstudio.org are bound by all terms and conditions as stated in the "Skokstudio Policies and Procedures" document.

Tuition

The STUDENT has selected Tuition Payment Plan _____ and understands that payment in full of \$ _____ is due immediately upon signing of this agreement. Acceptable forms of payment are by personal check (made payable to "Skokstudio LLC"), by requesting an emailed invoice that can be paid by credit card online, or by making an online payment at Paypal.me/skokstudio or Venmo.com/Skokstudio. The STUDENT understands that this financial obligation to Skokstudio must be paid in full immediately or this Agreement becomes invalidated.

Total due at time of enrollment: \$ _____ + \$ _____ = \$ _____
REGISTRATION SUBSCRIPTION TOTAL DUE

By initialing here and by signing below the STUDENT affirms that they have read, understand, and agree to comply with the policies described in the following attached documents:

"Article A: Skokstudio Contractual Agreement Rider"

INITIALED _____

"Article B: Confidentiality Agreement, Anti-Discrimination Policy, Anti-Harassment Policy"

INITIALED _____

If the above terms accurately reflect your understanding, please sign where indicated below.

Completed and signed on _____, 2019.

Signature below will constitute this as a binding agreement between:

The STUDENT

SKOKSTUDIO

X _____

X _____

Student Signature (Parent if student is a minor)

Heidi Skok, Master Instructor

Article A: Skokstudio Contractual Agreement Rider

Required Addendum to Skokstudio Contractual Agreement

Sickness and Accidents

The STUDENT's requirement to participate in the full term of this Agreement is subject to proven detention by sickness or accident. In the event of such non-participation, payment of the remaining tuition fee shall be returned promptly. If the STUDENT is unable to attend an entire remaining enrollment term due to illness or injury, the STUDENT or a representative must contact Ms. Heidi Skok (heidiskok@skokstudio.org) to let her know as soon as possible.

Force Majeure

Neither the STUDENT nor Skokstudio shall be liable for failure to appear or perform its obligations under this Agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of the STUDENT and Skokstudio. If any location of instruction, rehearsal, or performance activity must close due to severe or inclement weather, every attempt will be made to notify the STUDENT of the selected alternate location.

Severability

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Waiver of Liability and Hold Harmless Agreement

The STUDENT agrees to exercise due care and diligence while participating in private instruction, and to follow the explicit directions given about safety and procedure during lessons, rehearsals, or public performances. The STUDENT hereby agrees to release, waive, discharge and covenant not to sue, to hold harmless and waive any claim or action against Skokstudio, its agents, owners, directors, and staff from any liability, claims, demands, fault or action whatsoever, arising out of any loss, damage, or injury, including death, that may be sustained by the STUDENT or any of the property belonging to the STUDENT, whether caused by the negligence of the releasees or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted. It is the STUDENT's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of their family and spouse, if alive, and heirs, assigns and personal representative, if deceased, and shall be deemed as a release, Waiver Discharge and Covenant not to sue the above named releasees. The STUDENT hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio. In signing this Agreement, the STUDENT acknowledges and represents having read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily of free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made.

No Personal Liability of Representatives or Agents

Any representative of Skokstudio executing this Agreement as Skokstudio or an agent thereof shall not be held personally liable for the payment of any costs or fees related to this Agreement.

Binding Effect, Assignment, Entirety of Agreement, Governing, and Jurisdiction

This Agreement shall be binding upon the successors and assigns of the parties. This Agreement cannot be assigned or transferred without the written consent of Skokstudio. This Agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by Skokstudio. This Agreement shall be governed by the Laws of the State of Ohio. This Agreement constitutes the complete understanding of the parties and supersedes all prior written and oral understandings. No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by Skokstudio.

Cancellation

The STUDENT recognizes and accepts that Skokstudio reserves the right to cancel this Agreement if the STUDENT is unable to satisfy the requirements made of the STUDENT under the Agreement. The STUDENT understands that Skokstudio will not refund registrations fees or student tuition for cancellation by Skokstudio or by the STUDENT. The STUDENT accepts that if they fail to pay the tuition fees, Skokstudio may with absolute discretion cancel the Agreement. Skokstudio reserves the right to cancel this Agreement but will endeavor to not to do so.

Article B: Confidentiality Agreement, Anti-Discrimination Policy, Anti-Harassment Policy

Required Addendum to Skokstudio Contractual Agreement

Confidentiality Agreement

The STUDENT agrees to treat and hold in confidence and not disclose all Confidential Information that the STUDENT may have obtained from Skokstudio or any affiliate of Skokstudio as a result of execution of the objective of this Agreement. In the event that the STUDENT is requested or required (by oral question or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar legal proceeding) to disclose any Confidential Information, the STUDENT shall notify Skokstudio promptly of the request or requirement. For the purposes of this Agreement, "Confidential Information" means (i) the terms and provisions of this Agreement and (ii) all confidential or trade secret information owned by Skokstudio or any of its affiliates or licensed from third parties regarding (a) music, lyrics, songs, music concepts, lyric concepts and song concepts; (b) lists of artists, musicians, composers, conductors, stage directors; (c) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, contracts and other agreements, suppliers, customers, and customer lists; (d) the identity, skills and compensation of employees, contractors, artists, writers and consultants; (e) specialized training; and (f) information related to Creative Material owned by Skokstudio or any of its affiliates or licensed from third parties. The term "Creative Material" means music; lyrics; songs; discoveries; developments; trade secrets; processes; formulas; data; lists; software programs; and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere. Confidential Information shall not include any information (a) which is disclosed pursuant to subpoena or other legal process, (b) which has been publicly disclosed, or (c) which is subsequently disclosed to any third party not in breach of a confidentiality agreement. The STUDENT also agrees to treat and hold in confidence and not disclose any confidential, private information related to other program participants that the STUDENT might obtain.

Anti-Discrimination Policy

Skokstudio is an "equal opportunity employer." Skokstudio will not discriminate and will take decisive measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, ethnicity, color, national origin, gender, sexual orientation, or gender identification.

Anti-Harassment Policy

Skokstudio is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment. *Sexual harassment, defined*, is behavior of a sexual nature that is unwelcome and offensive to the person or persons it is targeted toward. Examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures. Use of the Skokstudio's computer system for the purpose of viewing, displaying, or disseminating material that is sexual in nature may also constitute harassing behavior.

Reporting Harassment

If an STUDENT feels that he or she has been harassed on the basis of his or her sex, race, national origin, ethnic background, or any other legally protected characteristic they should immediately report the matter to Ms. Heidi Skok at (917) 974-0258 or heidiskok@skokstudio.org. If not available, or if the STUDENT feels it would be unproductive to inform that person, the employee should directly contact Skokstudio Manager, James Musacchio at (412) 251-9126 or jamesmusacchio@skokstudio.org. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate. *In the event that Skokstudio becomes aware of any discriminatory, derogatory, threatening, or socially- ostracizing behavior while the program is in operation, termination of a STUDENT's contract is at the absolute discretion of Skokstudio. Any STUDENT engaging in improper, harassing behavior will be subject to disciplinary action, including the possible termination of their Contractual agreement with Skokstudio.*