



1. MEMBERSHIP TERMS AND CONDITIONS

(Updated August 2022)

This agreement has been developed to define the terms and conditions of registering with CBY Music & Performing Arts, Waterdown. New registrants are required to read this agreement fully and provide confirmation of acceptance when registering. Your acceptance of this agreement serves as an understanding of the mutually beneficial relationship between yourself and CBY and it is understood that all terms will be upheld as outlined.

1. General details

- a. CBY Music & Performing Arts is a private performing arts academy that provides performing arts education and opportunities to registered students.
- b. Our opening hours are Monday to Friday 3:30pm-9:30pm, 9am-5pm on Saturdays and 12pm-5pm on Sundays.
- c. Our email address is info@cbymusic.com and our phone number is (905) 320-3223.
- d. Our studio is located at 21 Mill St N, Waterdown for in-person sessions and we also deliver a selection of lessons virtually.
- e. We reserve the right to amend this agreement at any given time. In this instance, we will notify you of changes made.

2. Fees and payments

- a. Our base rate ranges from \$25 to \$35 for a 30 minute private lesson. We can also offer 60 minute lessons in some circumstances.
- b. Payments are made in equal amounts each month throughout the year and are automatically collected from your payment method on the 25th of each month.
- c. Subscription rates are based on the number of weeks in the year and exclude stat vacation dates.
- d. You can pay using the following methods:
 - i. Credit card (transaction fee applies)
 - ii. EFT (aka pre-authorized debit agreement or ACH)
 - iii. You will be able to choose your preferred payment method when you complete the student registration form.
- e. If the automated payment transaction is returned as declined, a \$35 processing fee is due.
- f. Any lesson cancelled by CBY that is not eligible for make-up will be refunded at the base rate.
- g. If you are unable to pay tuition for the forthcoming month or wish to make a one-off, manual payment by way of eTransfer or cheque, please contact us before the end of the month



3. Summer term

- a. Our summer term operates from the first week of July to the last week of August.
- b. During this term, the schedule for all private lessons and some group programs stays the same. We also open our daytime schedule for our summer camp programming.
- c. If you will be taking vacation time during our summer term, we require notification of this by the last week of June. This is so we can amend any payment transactions to factor in your planned absence.

4. Statutory vacations

- a. The studio is closed for the following dates:
 - i. Labour Day
 - ii. Thanksgiving weekend (Saturday, Sunday and Monday)
 - iii. Halloween (if on a weeknight)
 - iv. Christmas & New Year's (2 weeks in December)
 - v. Family Day (Monday only)
 - vi. March Break (1 week)
 - vii. Easter weekend (Good Friday, Saturday, Easter Sunday & Monday)
 - viii. Victoria Day Weekend (Saturday, Sunday and Monday)
 - ix. Canada Day
 - x. Civic Holiday

5. Student registration

- a. All private students joining after the school year has begun are required to attend a 30-minute trial lesson on their discipline of choice. This is a no-obligation lesson, charged at our normal rate, payable by credit card or e-transfer.
- b. After this lesson, if both parties wish to proceed with full registration, we will discuss scheduling to find a mutually agreeable lesson time.
- c. Once scheduling has been agreed, you will be required to complete the *myCBY* registration form on our website.
- d. Please note, if we have no availability in our schedule when you initially contact us, you will be added to our waitlist until such a time that we have availability. Only then will we proceed with the trial lesson.
- e. You must read and confirm acceptance of this Studio Agreement as part of the registration process. By agreeing to this, you are confirming that you have read the Studio Agreement in its entirety; that you understand and accept the conditions of joining CBY; that this document forms a mutual agreement that both parties agree to uphold for the duration of the registration.

6. myCBY



- a. *myCBY* is our online portal for staff, parents and students. It is a private, members-only area of our website designed to streamline the CBY experience and foster a greater sense of convenience, community and connection.
- b. Some highlights of what you can do as part of the *myCBY* community:
 - i. Stay up to date on important announcements.
 - ii. Check your lesson schedule.
 - iii. Access learning resources that include sheet music, backing tracks, permission forms and more.
- c. We take your personal data very seriously and ensure that it is encrypted and protected at all times. For more information, please read our [Privacy Policy](#) and [Terms of Use](#).

7. Use of your personal data

- a. When you submit our registration form, we store your personal data in our secure studio database.
- b. We use this data to communicate with you and to be aware of any personal circumstances that may be important for us to know.
- c. Your personal data is never shared with any third party and never scrutinized by anyone outside the studio.
- d. Credit card information is stored securely and is only used to collect recurring payments. Only you can see your credit card information and only you can change it. We use the latest in SSL encryption and security as required by our financial partners.
- e. Please read our full [Privacy Policy](#).

8. Termination of registration

- a. If you wish to terminate your registration, you agree to provide 2 (two) weeks notice for private programs and 4 (four) weeks notice for group programs.

9. Expectations of the student

- a. Registered students of CBY Music & Performing Arts agree to attend their lessons prepared with any necessary materials and resources. These can include:
 - i. Music and theory books.
 - ii. Sheet music.
 - iii. Instruments.
 - iv. A second device for backing track playback and access to our online portal (applicable for all online lessons).
 - v. Note-taking tools, such as notebook and pencil, tablet, laptop, cell phone etc.
- b. We expect that students:



- i. Will follow instructions during lesson time.
- ii. Display, to the best of their ability, motivation, enthusiasm and a willingness to learn.
- iii. Complete assigned homework each week in order to progress in the next lesson.
- iv. Practice their instrument for a minimum of 30 minutes every day in order to progress in the next lesson.
- v. Follow all outlined COVID protocols (see section 2).

10. Guarantees of the teacher

- a. We guarantee to you that your lessons will consistently be delivered with enthusiasm, professionalism, energy, agility and dependable guidance.
- b. We guarantee that you will receive a personalized education program that will be tailored to meet the goals and abilities of the student.
- c. We guarantee to make available to you opportunities that can enhance your music education with us. These include, but are not limited to, music festivals, RCM exams, auditions, masterclasses, competitions, agent showcases, musical productions, community performances and concerts.
- d. We guarantee that your music education will be underpinned by the latest pedagogical theories and applications and that all CBY staff will engage in continued professional development and opportunities.

11. Missed lessons and cancellations

- a. In the event that a student is absent from a lesson, they may log into *myCBY* to access our growing collection of asynchronous lessons, hosted and filmed by their own CBY teacher.
- b. If we receive notice of absence, we will assign an asynchronous video lesson to the student's *myCBY* profile for them to learn in their own time.
- c. If we do not receive notice of absence, the student is marked as a no show and no asynchronous video lesson will be assigned.
- d. In the case of teacher cancellation, the lesson will be made up in person or online at a time agreed upon by both teacher and parent/student.
- e. We do not offer refunds for missed or cancelled lessons.

12. Group programs

- a. We do not offer a makeup policy for group programs. If a student is unable to attend their group program, the class goes ahead as per usual.

13. Closures

- a. We reserve the right to close the studio in the event of medical, technical, family emergency or force majeure conditions.



- b. We will provide as much notice as possible if we take the decision to close the studio.
- c. Last-minute closures will be communicated via text / phone call / email.
- d. In the event that we need to close the physical studio due to COVID-19 isolation directives, all group classes and private lessons will continue virtually and be subject to all previous terms of this agreement.



2. COVID-19 PROTOCOLS AND POLICIES

What we are doing to keep you safe:

- “Surgically Clean Air” brand air purifiers in both studio rooms, capable of 6 air changes per hour. Additional medical-grade air cleaners in every auxiliary room in the studio building.
- Brand new HVAC installed during the recent studio reno, complete with a MERV- 13 filter.
- All of our instructors are fully vaccinated against Covid-19.
- All in-person students 12 and up are fully vaccinated against Covid-19.
- Additional sanitization of high-touch surfaces throughout the studio and sanitization of shared instruments between each use.
- Contact tracing and full support of students who must stay home and isolate via online instruction.
- Expectation that the Ontario School Screening Tool is utilized every time a student attends our facilities.
- Support for masking: masking for private lessons at the student or teachers’ request. Inclusive environment for mask- wearing in groups.
- In the event that Public Health or the Ontario Government determines we must move online, we are fully equipped to do so. All classes and lessons will continue via Zoom and return to in-person as soon as our PHU/Ontario Government determines it is allowed. We have 18 months of practice in delivering online lessons, so we can ensure that it will still be a productive, enriching experience.

What we expect from you:

- **N95 (or equivalent) masks when requested** by the teacher, or if someone you live with is currently experiencing symptoms of Covid-19, or if you have had direct recent exposure to Covid-19. A student may also request a private lesson teacher wear a mask, and that request will be honoured.
- **Masks are optional for all group programs** except for Tot Dance at this time.
- All students must complete the **Ontario School Screening Tool** prior to attending their lesson. There is no longer a need to show us the green checkmark, however if we notice you have symptoms or exposures that are not in line with “passing” the tool, the student will be sent home and the lesson forfeited. It is extremely important to continue doing this screening every time you attend the studio, even though we will no longer be asking for you to show proof.
- All students aged 12 and up must be fully vaccinated against Covid-19 in order to attend lessons in person. Private students who are not vaccinated may attend lessons online and will be invited to participate in our in-person recitals.



- **Parents may escort students** to the downstairs main doors of the studio; your instructor will no longer be meeting you at the top of the stairs. Any parents and waiting students who wish to remain in the inside reception area **must wear a mask** until further notice while in the **reception area**. Only **three** people may be in the reception area at any time. If this area is full, or you do not wish to wear a mask, you may wait outside of the reception area (at the bottom of the stairs) in the provided chairs.
- **If your student or a household member has tested positive for COVID-19, or if you have been directed by Public Health to self-isolate** (i.e. if you were a close contact of a positive individual), **we ask that you notify us ASAP** so that we can determine what contact tracing may be necessary on our end, and arrange for your student to attend lessons online for the duration of their isolation.
- **If your student develops symptoms after arrival, they will be required to leave ASAP.** They will be asked to wait in the lobby (with visual supervision) and you will be called to pick them up. Please always let us know at the door if your student is experiencing acute episodes with allergies, asthma etc that may cause them to display similar but unrelated symptoms while at the studio.
- **If you or your student have been discovered to have been knowingly untruthful on the COVID screening questionnaire, or if there is a willing lack of adherence to our policies,** we reserve the right to terminate your student's continued participation in studio activities.
- Covid-19 aside, **do not attend your lesson in person if you are unwell.** If you are well enough to have a lesson, you may take this lesson online. Otherwise, you can access our enrichment video series at a time when you are feeling better. If you are not well enough to attend school that day, you are not well enough to attend your lessons.

All protocols are subject to change as we navigate through this year. We will comply with all government requirements, as well as best industry practices pertaining to the specific conditions of music, dance and theatre performance.

Ontario Screening Guidelines

Symptoms

Do not enter the studio if you are experiencing any of the following symptoms:

- Fever and/ or chills (temp of 37.8C or higher)
- Cough or barking cough (croup)
- Whistling noise when breathing (not related to asthma or other known conditions)
- Shortness of breath/ out of breath/ unable to breathe deeply (not related to asthma or other known conditions)
- Decrease or loss of taste or smell



- Sore throat or difficulty swallowing
- Runny or stuffy/ congested nose (not related to seasonal allergies or being outside in the cold)
- Headache (unusual, long-lasting, not chronic migraines or other known conditions)
- Nausea, vomiting or diarrhea (not related to IBS, anxiety, menstruation, or known conditions)
- Extreme tiredness or muscle aches, unusual fatigue, lack of energy (not related to known conditions)

Contacts

- Do not enter if you live with or were are close contact of someone who is currently experiencing any new Covid-19 symptoms, or is awaiting test results after experiencing symptoms. If you are fully vaccinated and have passed the screening tool, you may enter as long as you are wearing a well-fitted n95 mask for the duration of your lesson. In this case, only the student may be in the waiting area (no other members of the household may enter).
- Do not enter if a family member or close contact has a confirmed, active case of Covid-19. You may take your lesson online in this instance.
- Do not enter if a health care provider, doctor, or public health unit has told you you should currently be isolating (staying at home).



3. ASSUMPTION OF THE RISK AND WAIVER LIABILITY RELATING TO CORONAVIRUS/ COVID-19

CBY Music and Performing Arts has put in place measures to reduce the spread of Covid-19, including the use of medical-grade air purifiers, support for masking, increased sanitization, vaccination of staff and students aged 12+, and Covid-19 screening.

However, CBY Music and Performing Arts cannot guarantee that you or your child(ren) will not become infected with COVID- 19 as a result of participating in our programs.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself, my child(ren), and my family may be exposed to or infected by COVID- 19 by attending CBY Music and Performing Arts, and that such exposure may result in personal injury, illness, permanent disability and death.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), myself or my family, (including but not limited to personal injury, disability and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren) or my family may experience or incur in connection with myself or my child(ren)'s attendance at CBY Music and Performing Arts or participation in CBY Music and Performing Arts Programming.

On my behalf, and on behalf of my child(ren) and family, I hereby release, covenant not to sue, discharge, and hold harmless CBY Music and Performing Arts, its staff, volunteers, agents and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CBY Music and Performing Arts, its staff, volunteers, agents, representatives and participants, whether a COVID- 19 infection occurs before, during or after participation in any CBY Music and Performing Arts program.

I have received a copy of the CBY Music and Performing Arts policies and will take the responsibility to carefully read and follow the rules and policies therein. I understand that my own/ my child(ren)'s adherence to the expectations outlined in the policy are critical in minimizing the risk of COVID-19 exposure/ infection at CBY Music and Performing Arts, and I accept the personal responsibility to meet these expectations every single time I/ my child(ren) attend CBY Music and Performing Arts activities in person.



4. MEDICAL RELEASE

For the purposes of this release of liability and waiver, "I/we" refers to the student and parent/guardian of the student, if the student is under 18 years of age upon registration.

I/we realize that participation in music, dance, and acting classes and activities could involve some possible personal injury. Despite precautions being taken by the studio, accidents and injuries may occur. By signing this release form, I/we voluntarily assume all risks related to the use of any and all spaces used by CBY Music and Performing Arts and participation in CBY Music and Performing Arts activities.

I/we agree to release from responsibility CBY Music and Performing Arts, including all teachers, students, staff members, and facilities used by all entities from any cause of action, claims, or demands now and in the future. I/we will not hold CBY Music and Performing Arts liable for any personal injury or any personal property damage/loss, which may occur on the premises before, during or after classes.

Furthermore, I/we agree to obey the class and facility rules and take full responsibility for my/our behaviour in addition to any damage I/we may cause to the facilities utilized by CBY Music and Performing Arts.

In case of emergency, if the parent/ guardian is not immediately available, I/ we hereby authorize the administration of any medical procedure deemed necessary by the attending physician and/ or other medical staff and/ or first aiders attending to my child's care. I also give permission for my child to be transported to a physician's office, urgent care centre or hospital with no liability on the driver's part. I understand and assume the costs of an ambulance should one be required to transport my child to the hospital.

I have received a copy of the CBY Music and Performing Arts policies, including Covid- 19 policies, and will take the responsibility to carefully read and follow the rules and policies therein.



5. MEDIA OPT OUT

We regularly capture photography and video content of our students as they engage in their activities at the studio. This media content is used in the following ways:

1. Marketing. We use student imagery in all marketing materials including, but not limited to, social media, brochures, posters, pull up banners, out-of-home advertising (billboards, bus shelters etc), digital advertising (paid campaigns) and our website.
2. Archival. We store all images and videos on our secure studio cloud for posterity and archival purposes.

We believe in full transparency. Parents are welcome to have a copy of any media content that includes their child, without charge. Parents are also welcome to request removal of any content that features their child.

We understand that not every parent wishes their child to be featured in marketing activity. It is entirely optional and we appreciate any permission given and take the protection of your child's identity seriously.

If you **DO NOT** wish your child to be included in studio photography and/or videography, please indicate below.

You can accept this agreement in its entirety by checking the acceptance boxes at the end of the registration form.

If you have any questions about this agreement please email info@cbymusic.com or call us on (905) 320-3223.