ANTHEM MUSIC ACADEMY

STUDENT ENROLLMENT

Enrollment Agreement & Student Policies

students@anthemmusicacademy.com · (510) 588-5312

This Enrollment Agreement is between **Anthem Music Academy LLC**, 4770 San Pablo Ave Suite D, Emeryville, CA 94608 (the "Academy"), and you. "You" means the student. You must be 18 or older to enroll. This document and your Enrollment Confirmation together are the "Agreement".

You accept this Agreement when you check the agreement box at registration, sign it, or attend a session after receiving it, whichever comes first. The copy you sign is the same agreement you accepted at registration. Please read it, and ask any questions before you accept.

ENROLLMENT SUMMARY completed by the Academy on the signed copy

STUDENT NAME	COURSE OR PROGRAM	TERM AND FIRST SESSION DATE
TUITION (EACH COURSE, IF A PROGRAM)	PAYMENT PLAN AND SCHEDULE	REGISTRATION DATE

KEY TERMS AT A GLANCE

- Your tuition is the price in your Enrollment Confirmation. On a payment plan, each payment pays in advance for the next part of your Course (section 2).
- Early refunds: everything within 48 hours of registration; all but the registration fee before your first session; a partial refund until the day before your second session (section 3.2).
- After that, you can still withdraw in writing. On a payment plan you owe no later payments; payments already due are kept. If you paid in full, part may be refunded (section 3.4).
- Payments are charged automatically on the schedule in your Enrollment Confirmation (section 2).
- A payment still unpaid 15 days after its due date has a $15 late fee (section 4).
- Missed classes are not refunded or credited (sections 3 and 5).
- Classes are recorded. You can opt out of marketing use (section 17).
- Section 19 limits the Academy's liability, including for its own negligence.
- To ask a question, cancel or withdraw, email students@anthemmusicacademy.com.

This summary is for convenience only. The numbered sections below control.

1 THIS AGREEMENT

1.1 This Agreement is made up of this document and your Enrollment Confirmation. If the two differ, your Enrollment Confirmation controls your price, schedule and payment plan, and this document controls everything else.

1.2 Your **Enrollment Confirmation** is the Course or Program, schedule, tuition and payment plan shown to you at checkout and in your confirmation email, or filled in on the Enrollment Summary of a signed copy.

1.3 A **Course** is one series of class sessions. A **Program** is a bundle: a set of Courses, with any included benefits, offered together at a bundle price. Each Course in a Program has its own tuition, listed in your Enrollment Confirmation, and is treated as its own enrollment under this Agreement. Your **class** is the group you are scheduled with for a Course.

1.4 A **session** is one scheduled class meeting. A **held session** is a session the Academy actually held for your class, whether or not you attended. **Registration** is the moment your first payment is submitted.

1.5 **Administration** means the Academy's office staff and its Director, not instructors. An **Academy activity** is any class, lesson, make-up, mentorship session, studio session, lab hour or event you take part in through the Academy, on or off site.

1.6 **In writing** means by email. An email from you must be sent to students@anthemmusicacademy.com from the email address on your account. An email from the Academy must come from administration to that address. Texts, calls and messages to or from instructors do not count unless this Agreement says so.

1.7 You accept this Agreement at the earliest of these: you check the agreement box when you register or pay, you sign it, or you attend a session after receiving it. The Academy's signature is a courtesy for your records. This Agreement binds you and the Academy without it.

1.8 You must be 18 or older to enroll (section 21).

2 TUITION AND PAYMENTS

2.1 Your tuition is the price of your Course shown in your Enrollment Confirmation. It covers the full Course through its last session and is not charged by the hour, day or class. Per-session figures are used only to calculate the refunds this Agreement expressly provides.

2.2 The registration fee is part of your tuition, not an extra charge. It holds your place in a small class and covers the cost of setting up your enrollment. It is $300 for each 10-week Course, or the amount shown in your Enrollment Confirmation for any other Course. In a Program, each Course has its own registration fee, and they are paid together at registration.

2.3 Prices, discounts and promotions vary by Course, term, enrollment date and payment option. Your tuition is not adjusted to match any past or future promotion. Discounts cannot be combined, or applied after registration, unless the Academy agrees in writing.

2.4 Payment plans. On a payment plan, each scheduled payment pays in advance for the part of your Course that runs from its due date to the next scheduled payment. While you are enrolled, each scheduled payment is owed on its due date whether or not you attend. You may withdraw at any time under section 3. If you do, you owe no scheduled payment that falls due after your withdrawal date.

2.5 Automatic payments. You authorize the Academy to charge the payment method you provide, through its payment processor, for each scheduled payment listed in your Enrollment Confirmation, on that payment's due date.

2.6 This authorization also covers a late fee under section 4.2, after the email described in section 4.1. Nothing else is charged to your payment method unless you approve that charge at the time. Your confirmation email includes a copy of your payment schedule. The payment processor, not the Academy, stores your full card or bank account number.

2.7 Automatic payment is the default, not a condition of your payment plan. You may change your payment method or withdraw this authorization in writing at least 3 business days before a payment is due, and the Academy will arrange another way for you to pay. While you are enrolled, each scheduled payment must still be paid on or before its due date.

2.8 If you pay through a third-party lender (for example Klarna), your loan is with the lender, under its terms. Any refund the Academy owes you is sent back through the lender.

2.9 Your payment plan is fixed from the first session of your Course. Program payments follow the schedule in your Enrollment Confirmation even if you pause between Courses. Payments are applied to your Courses in the order they are scheduled, starting with each Course's registration fee. If your Program includes mentorship with its own price, an equal share of that price is part of each scheduled payment after registration (section 7.3).

2.10 Your enrollment is personal to you and cannot be transferred to another person. Moving to a different class or term needs the Academy's approval in writing.

3 CANCELLATION, WITHDRAWAL AND REFUNDS

3.1 To cancel or withdraw, tell the Academy in writing. Your **withdrawal date** is the time your message is sent, and it decides which rule below applies. Not attending is not withdrawing, and neither is telling an instructor.

3.2 If your withdrawal date is on or before the refund deadline (section 3.3), your unpaid scheduled payments are canceled and the Academy refunds:

- **Within 48 hours after registration:** all tuition you paid, including the registration fee.
- **After those 48 hours, before your first held session starts:** all tuition you paid except the registration fee.
- **After those 48 hours, once your first held session has started:** all tuition you paid, minus the registration fee and minus one session at the standard rate.

3.3 The **refund deadline** is 11:59 pm Pacific time on the day before your second held session, or the end of the 48 hours in section 3.2 if that is later.

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3.4 After the refund deadline, you may still withdraw at any time. What happens to your tuition depends on how you paid:

- **Payment plan:** you owe no scheduled payment that falls due after your withdrawal date. Payments that fell due on or before that date are not refunded, and are still owed if unpaid.
- **Paid in full:** the Academy keeps the amount that would have been due by your withdrawal date on the Course's standard payment plan (the registration fee plus each plan payment due on or before that date), up to the tuition you paid. It refunds the rest.

3.5 A Course's **standard payment plan** is the registration fee plus the installment amounts and due dates the Academy published for that Course when you registered. The **standard rate** is that plan's total divided by the Course's number of scheduled sessions. If a refund calculation comes to zero or less, no refund is due.

3.6 Programs. A Program is handled Course by Course, and each Course has its own refund deadline. If you leave a Program:

- the Course you are taking, or your first Course if none has started, is handled under sections 3.2 to 3.4, using that Course's own registration fee;
- any other Course you have not started is canceled. You owe nothing for it, and everything you paid toward it is refunded, including its registration fee, even if that payment had already fallen due;
- Courses you have completed are not refunded;
- mentorship with its own price is handled under section 7.6.

3.7 A Course has started once its first held session begins. If you register after a class has started, your first held session is the first session held after your registration.

3.8 If the Academy cancels a Course before its first session, you may choose a transfer to another class or term, or a full refund of all tuition you paid for it, including the registration fee. If the Academy cannot finish a Course it has started, you may choose a transfer or a refund for the sessions not delivered: the Academy keeps only the share of your tuition that matches the sessions held, refunds the rest, and you owe nothing further for that Course.

3.9 Missed sessions are never refunded, credited or deducted from tuition, even with advance notice, except as section 8.2 provides.

3.10 The Academy confirms a cancellation or withdrawal by email. It sends any refund to the original payment method within 14 days after your withdrawal date or, under section 3.8, after you tell it your choice.

3.11 If you think a charge is wrong, contact the Academy first. A payment dispute (chargeback) over a charge you authorized under this Agreement does not cancel what you owe.

3.12 If the Academy dismisses you, section 9.6 applies.

4 LATE AND MISSED PAYMENTS

4.1 If a scheduled payment fails or is not paid on its due date, the Academy emails you. If it was an automatic payment, the Academy also tries the charge again.

4.2 If the payment is still unpaid 15 days after its due date, a late fee of $15 applies. The late fee is charged once for that payment, never more, and never before the email in section 4.1. It is a reasonable estimate of the Academy's cost of handling a late payment, not a penalty.

4.3 If a payment is more than 14 days past due, the Academy may suspend your access to classes, lessons, lab hours and recordings until it is paid. Suspended time is not made up or refunded.

4.4 If a payment is more than 30 days past due, the Academy may end your enrollment by written notice. Section 3 then applies as if you had withdrawn on that payment's due date, so you owe that payment and nothing that fell due after it.

4.5 You are responsible for the Academy's reasonable costs of collecting a past-due amount, to the extent the law allows.

5 ATTENDANCE AND MAKE-UPS

5.1 Attendance is your responsibility. Absences, late arrivals and early departures do not qualify for refunds, credits or schedule changes. This includes time lost when you arrive late and cannot get into the building or room right away, for example because your instructor has already started class. If you must leave early, tell your instructor.

5.2 Courses do not include set make-up sessions. You may use any private lesson hours you have to make up a missed session. Other make-up requests are considered case by case, with no guarantee.

5.3 Class notes and recordings are a study aid. The Academy provides them when they are available but does not guarantee them, because equipment can fail.

6 PRIVATE LESSONS

6.1 Private lessons are scheduled and paid for only through the Academy. You may agree on a time with your instructor, but the lesson must be booked in the student portal or by the office, and you must never pay an instructor directly.

6.2 Lessons are held in person at the Academy or another location the Academy approves, during building hours, or online when the Academy approves. The shortest lesson is one hour.

6.3 To reschedule or cancel a lesson, give the Academy or your instructor at least 24 hours' notice. With less notice, half of the scheduled time is counted as used. If you do not show up, all of it is counted as used. That time was held for you and cannot be offered to anyone else. Administration may make an exception for a documented emergency but is not required to.

6.4 Lesson hours included with a Course or Program have no cash value and cannot be transferred. They expire 6 months after the last scheduled session of the Course or Program they came with. That deadline is extended by any period in which the Academy could not offer you a time, and the Academy may agree to a later date in writing. Lesson hours you bought separately do not expire. If you withdraw or are dismissed before a Course ends, unused hours that came with that Course end.

6.5 Sections 9 and 10 apply in private lessons.

7 PROGRAM BENEFITS: MENTORSHIP AND STUDIO SESSIONS

7.1 This section applies only if your Enrollment Confirmation includes mentorship or studio sessions.

7.2 Mentorship sessions are scheduled through the Academy, and section 6.3 applies to them. Mentorship hours cannot be transferred and expire 365 days after the last scheduled session of your Program. That deadline is extended by any period in which the Academy could not offer you a time.

7.3 If your Enrollment Confirmation lists a price for mentorship, mentorship has no registration fee, and its price is spread evenly across your scheduled payments after registration. You may schedule mentorship hours up to the number your payments so far have covered. The **mentorship rate** is the mentorship price divided by its number of hours.

7.4 If you observe or assist at a recording session for a studio client:

- you are a guest of that session and must follow the engineer's directions;
- everything you see and hear is confidential;
- you may not record, photograph or post anything from the session;
- you may not contact the client or the client's team to ask for work;
- the studio or the client may end your attendance at any time.

7.5 These benefits depend on mentor and studio availability. Specific people, rooms and times are not guaranteed.

7.6 Program benefits are for students taking the Program's Courses. If you leave a Program before finishing it, unused Program benefits end on your withdrawal date unless the Academy agrees otherwise in writing. Mentorship hours you have paid for and not used are refunded at the mentorship rate, and you owe nothing for hours you have not paid for. Any other benefit with its own price in your Enrollment Confirmation is refunded for the part you did not use.

8 SCHEDULE AND COURSE CHANGES

8.1 The Academy may change the instructor or room, and may hold a single session online when meeting in person is not possible. It may also reschedule or cancel a session. If it does, it will give as much notice as it reasonably can and provide a replacement session or equivalent instruction.

8.2 If you cannot attend a replacement session, tell the Academy in writing within 14 days after the replacement is announced. The Academy will then provide equivalent instruction (for example, private lesson time of equal length) or, if that is not reasonably possible, refund that session at the standard rate (section 3.5).

8.3 Tuition covers the curriculum and materials offered at registration, not later upgrades unless the Academy says so in writing. Content may be adjusted as the class progresses.

8.4 The Academy may cancel a class that does not reach its minimum enrollment. Section 3.8 then applies.

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9 CONDUCT AND DISMISSAL

9.1 Follow the directions of instructors and staff. Class time is shared, so keep questions on topic. Respect your classmates' privacy.

9.2 Harassment, discrimination, retaliation and disruptive behavior are not tolerated. Slurs, sexual comments about others and demeaning remarks about any group are harassment. These rules apply in person, online and in Academy group chats and channels.

9.3 No weapons. No smoking or vaping indoors. Do not come to class with a contagious illness. Use the class notes and recording instead.

9.4 The Academy does not discriminate on any basis protected by law. It provides reasonable accommodations for a disability at no extra charge, and reasonably modifies its attendance and conduct rules where a disability requires it. To ask for one, contact administration, before your Course starts when possible.

9.5 Administration, not an instructor, may suspend or dismiss a student for a serious or repeated violation of this Agreement, for conduct that threatens safety, or for non-payment under section 4.4. When the situation allows, administration will first give you written notice and a chance to respond. An instructor may ask you to leave a session.

9.6 If you are dismissed, section 3 decides any refund and what you owe as if you had withdrawn on the date of dismissal or, for non-payment, on the date in section 4.4.

10 ALCOHOL AND SUBSTANCES

10.1 Do not attend any Academy activity while impaired by alcohol, cannabis or any other intoxicating substance, and do not use any of them during an Academy activity, on or off site.

10.2 Food, drinks and bar stock that belong to the studio or other tenants are off limits.

10.3 Anyone who appears impaired will be asked to leave. That time is not made up or refunded.

11 RAISING CONCERNS

11.1 Bring any concern directly to administration at students@anthemmusicacademy.com or (510) 588-5312, or to the Director, Kyle Boydstun, at kyle@anthemmusicacademy.com. You do not need to raise it with your instructor first.

11.2 The Academy will acknowledge your concern within 3 business days. Reports are handled confidentially, except where safety or the law requires otherwise. Retaliation against anyone who raises a concern in good faith is prohibited.

11.3 The Academy decides how internal concerns are resolved. Nothing in this section limits your legal rights. For billing and other disputes, see section 22.

12 EQUIPMENT, STUDIO SPACE AND YOUR OWN GEAR

12.1 Treat all equipment and studios with care, and follow posted building and studio rules. The Academy shares its building with a working recording studio. Do not use equipment without permission or tamper with it.

12.2 You are financially responsible for damage, loss or theft caused by your negligence, misuse or misconduct.

12.3 If you owe a repair or replacement cost under this Agreement, the Academy will send you an itemized invoice showing the cost, with supporting detail. The invoice is due 14 days after it is sent. The Academy will charge your payment method on file only if you approve that charge at the time. You may dispute the invoice in writing, and the Academy will respond before it pursues payment.

12.4 Unless the page for your Course says otherwise, you bring your own laptop, headphones and required software. You are responsible for your own devices, files, backups and belongings.

13 GUESTS

13.1 A guest is anyone attending a class, lesson or lab hour who is not enrolled in that specific class, lesson or booking. Guest approval comes only from administration, by email or text, before the session. Approval from an instructor or classmate does not count.

13.2 By type of session:

- **Class sessions:** only students enrolled in that class may attend. Anyone else needs advance approval.
- **Private lessons:** any guest needs advance approval, considered case by case.
- **Lab hours:** currently enrolled Academy students do not need approval but must be added to the booking in advance. Anyone else, including former students, needs advance approval, considered case by case.

13.3 Unapproved guests are not allowed inside the building. If you bring one to a class, lesson or lab hour, the Academy may end your lab hour access. An approved guest may be asked to sign a visitor release.

13.4 You are responsible for your guests' conduct and for any damage, loss or theft they cause. Those costs follow section 12.3. They are never charged automatically.

14 LAB HOURS

14.1 Lab hours are for solo use of Academy studios unless the Academy approves otherwise. Guests follow section 13. Leave the studio as you found it, and follow section 12.

14.2 You may hold one lab hour booking at a time. Book your next one only after the current one has ended.

14.3 To reschedule or cancel, give at least 2 hours' notice before the booking starts. With less notice, half of the booked time is counted as used. If you do not show up, all of it is counted as used. The studio was held for you and could not be offered to anyone else. Administration may make an exception for a documented emergency but is not required to.

14.4 A confirmed booking does not guarantee studio access. The studios are shared with commercial sessions, so a booking may change or end at any time, including during the session. The Academy works to avoid this but cannot rule it out. If it happens, lab hours you paid for separately are refunded or applied to another booking, and included hours you could not use are not counted as used.

14.5 Lab hours included with your enrollment come at no separate charge, have no cash value, and are not refundable or transferable. The Academy may schedule, limit or suspend them based on studio availability, facility needs and safety. It may end them for non-payment or a violation of this Agreement.

15 BORROWED AND RENTED EQUIPMENT

15.1 The Academy may lend or rent equipment case by case, and is not required to. Any rental fee and the return date are confirmed in writing at pickup.

15.2 From pickup until return, the equipment is in your care. Use it only for your Academy coursework, do not lend it to anyone else, and return it in the same condition by the return date, or sooner if the Academy asks.

15.3 You are responsible for damage, loss or theft while the equipment is in your care, other than normal wear. A replacement cost is the cost of a comparable item at current prices. These costs follow section 12.3.

16 YOUR WORK, LICENSED CONTENT AND ACADEMY MATERIALS

16.1 You own the music and other original work you create. You give the Academy permission to play, display and record it as part of classes, feedback and class recordings. The Academy will not use your music in its marketing without your separate permission (section 17.3).

16.2 Use only music, samples, software and other content you have the right to use. Do not share or distribute paid or subscription content. Do not rip content from streaming or video sites.

16.3 Academy materials, curricula, class notes and class recordings are for your personal study only. Do not copy, share, post or sell them. Do not record a class or lesson yourself without your instructor's permission. Do not share your portal login.

17 RECORDING AND MEDIA

17.1 Class recording. Classes, private lessons, mentorship sessions and events may be recorded on audio and video. Recordings are shared with the students and instructors of that class or session and are reviewed by staff for teaching and quality. Software may transcribe them to produce class notes. Being recorded in this way is a condition of enrollment, and you consent to it.

17.2 General marketing. The Academy may use photos, video and audio from classes and events that include you in its marketing (its website, social media, email and paid ads), without payment to you. You may opt out at any time in writing. The Academy will stop new uses within 30 days but cannot recall material already published. Opting out does not affect section 17.1.

17.3 Featured use. The Academy will ask you first before featuring you individually, for example in a testimonial, an interview, or an ad built around you or your music.

17.4 No replicas. The Academy will not use your image, voice or music to create a digital replica or synthetic performance of you, or to train AI models.

18 COMMUNICATIONS

18.1 You agree to receive emails, calls and texts about your enrollment, schedule, payments and account at the contact details you provide. Keep them current.

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18.2 A notice from the Academy is valid when it is emailed to the email address on your account.

18.3 Marketing texts are sent only with your separate consent. The Academy's privacy policy (anthemmusicacademy.com/privacy-policy) explains how it handles personal information.

19 NO GUARANTEE, ASSUMPTION OF RISK, RELEASE AND LIMITS OF LIABILITY

19.1 **No guarantee.** The Academy does not guarantee any skill, performance, career or financial result.

19.2 **Risks you accept.** Academy activities involve risks, including: loud sound and hearing damage; electrical and audio equipment; cables and trip hazards; lifting or moving gear; a building shared with other businesses; travel to and from the Academy; and loss of or damage to your belongings and data. You take part voluntarily and accept these risks. Protect your hearing.

19.3 Release. To the fullest extent the law allows, you release the Academy, its owners, staff, instructors and contractors, and the owners and operators of the studios and buildings it uses (the "Released Parties"), from all claims for injury, loss or damage arising from your participation in Academy activities or your use of the premises and equipment. This includes claims based on a Released Party's ordinary negligence.

19.4 What is not released. Nothing in this section 19 or in section 20 releases or limits liability for gross negligence, recklessness, intentional misconduct, fraud, or anything else that California law does not allow to be released or limited.

19.5 Limits. To the extent the law allows, the Academy's total liability for any claim arising from this Agreement is limited to the tuition and fees you paid for the Course or Program at issue, and neither you nor the Academy is liable to the other for indirect or consequential losses, such as lost income or lost opportunities. This section 19.5 does not limit section 20 or any refund owed under this Agreement.

STUDENT INITIALS _____

20 YOUR RESPONSIBILITY FOR CLAIMS YOU CAUSE

20.1 If someone else makes a claim against a Released Party because of your breach of this Agreement, your negligence or misconduct, infringing content you bring, or the conduct of your guest, you will reimburse that Released Party for its resulting losses and reasonable costs. This does not apply to the extent the claim results from a Released Party's own conduct described in section 19.4.

21 AGE REQUIREMENT

21.1 Students must be 18 or older. By accepting this Agreement you confirm that you are at least 18 years old.

21.2 The Academy may ask for proof of age. If it learns that a student is under 18, it will cancel the enrollment and refund all tuition paid for sessions not yet held.

22 DISPUTES AND GOVERNING LAW

22.1 If there is a dispute, the side raising it will send the other a written description. Both sides will then try in good faith for 30 days to resolve it before either sues, unless a legal deadline requires acting sooner.

22.2 California law governs this Agreement. Either side may use small claims court. Any other lawsuit must be filed in a California state or federal court where venue is proper under California law.

22.3 This section covers only disputes about this Agreement and your enrollment. Nothing in this Agreement limits rights you cannot waive under California law.

23 CHANGES TO THIS AGREEMENT

23.1 Each enrollment is governed by the version of this Agreement in effect at its registration.

23.2 The Academy may update its operating policies (scheduling, conduct, guests, lab hours and safety) by emailing you at least 14 days before the change takes effect. Changes are not retroactive.

23.3 The Academy will not change your tuition, payment schedule or refund terms for an enrollment you have already purchased unless you agree in writing.

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24 GENERAL TERMS

24.1 This document and your Enrollment Confirmation are the entire agreement between you and the Academy about your enrollment. They replace earlier statements about the same subject. Staff and instructors cannot change this Agreement verbally. Any change must be in writing from administration.

24.2 If a court finds part of this Agreement unenforceable, that part is limited only as much as necessary and the rest stays in effect.

24.3 If you or the Academy does not enforce a term on one occasion, that term can still be enforced later.

24.4 If an event outside the Academy's control (such as a fire, flood, earthquake, power or building failure, or public health order) prevents a session, the session is rescheduled under section 8.

24.5 You may not transfer this Agreement. The Academy may transfer it to a successor that honors it.

24.6 Electronic signatures and records are valid. You can ask for a copy of this Agreement at any time.

24.7 Terms that by their nature should continue after your enrollment ends do continue, including payments owed and sections 16, 17, 19, 20 and 22.

24.8 California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or (800) 952-5210.

By signing, I confirm that I have read and agree to this Enrollment Agreement and Student Policies, including the automatic payment authorization (section 2), the refund and withdrawal rules (section 3), the recording and media terms (section 17) and the release and limits of liability (section 19). I confirm that I am 18 or older. I have received a copy.

	PRINTED NAME	SIGNATURE	DATE
STUDENT			
ANTHEM MUSIC ACADEMY			