



Oxford Singers:

Oxford Singing Children, Youth Singers, & Encore

(An Arts Association Young Artists Program)

Handbook: 2021 - 2022



Arts Association in Newton County
1169 Washington Street
Covington, Georgia 30014
(770) 786-8188
www.newtoncountyarts.org

Oxford Singers Administrator
Eva Bone
ebone@newtoncountyarts.org

Student Account Log-In Link:
<https://newtoncountyarts.asapconnected.com/Login.aspx>

Rehearsal & Performance Locations:
Porter Performing Arts Center
140 Ram Drive
Covington, GA 30014

Staff:

Oxford Singers Artistic Director	Lenae Rose
Oxford Singers Choral Directors	Mary Lynn Luke & Lenae Rose
Oxford Singers Administrator	Eva Bone

Important Dates:

Online Calendar: <https://www.newtoncountyarts.org/os-calendar>

August – December	Thursdays	Weekly Rehearsals
	5:30 to 6:45 pm	<i>Oxford Singing Children* (Check-in begins at 5:15)</i>
	7:00 to 8:30 pm	<i>Oxford Youth Singers (Check-in begins at 7:00)</i>
	8:30 to 9:00 pm	<i>OYS Sectionals (sections will be announced weekly)</i>
	<i>*students must be picked up outside by the box-office door by parent/guardian</i>	

November 18: Lighting of Downtown Covington
(Time: TBA)

Nov. 29 – Dec 2: Additional Rehearsals for Christmas at Porter (OSC & OYS)
(Time: TBA)

December 3, 4 & 5: Christmas at Porter Performances (OSC & OYS)

January – April	Thursdays	Weekly Rehearsals
	5:30 to 6:45 pm	<i>Oxford Singing Children</i>
	5:30 to 6:45 pm	<i>Encore</i>
	7:00 to 8:30 pm	<i>OAC</i>

March 19 - 27 Additional Rehearsals for Beauty and The Beast (OSC & OAC)

March 25, 26, 27 Beauty and The Beast Performances (OSC & OAC)

April 18: Encore Rehearsal (OSC & OYS)
(Time: TBA)

April 19: Encore Performance (OSC & OYS)
(Time: 7:00 pm)

Policies and Guidelines:

It is the policy of this non-profit organization to provide the highest quality choral and musical theatre training and education to the residents of Newton County and the surrounding areas. It is our goal to instill a love and appreciation of the arts of vocal music, acting and choreography as well as to foster the growth and awareness of self-esteem and personal confidence in all students.

Membership:

Student agrees to become a member of Oxford Singing Children or Youth Singers during the 2021 – 2022 season. The organization agrees to provide student with basic choral music and musical theatre instruction as well as opportunities to gain performance experience. Student agrees to comply with the organization’s instructions regarding the times and places at which student shall rehearse and perform as well as receive instruction. The organization through the Staff agrees to provide student with a periodic schedule outlining student’s participation requirements. Student agrees to adhere to the instruction and training provided by the Staff and agrees that the Staff shall have sole and exclusive discretion regarding the student’s involvement in any performances.

Program Tuition/Fees:

Annual Fees:

OSC - \$600 includes production fee

OYS/Encore - \$650 includes production fee

All payments should be made online at NewtonCountyArts.org (Tabs: Programs, Register/Pay Fees) or at the Dobbs Center which is open Monday – Thursday 2:00 pm to 8:00 pm. Payments are due on the first of the month. A \$10 late fee will be assessed if payment is received after the 10th of the month. There is a \$35 fee for all returned checks.

Should tuition not be up to date, students will not be allowed to audition/perform.

Sibling Discount:

A sibling discount will be applied to the annual amount for each additional sibling enrolled in any Oxford Singers program.

Program Financial Assistance:

It is the policy of the Arts Association to provide services for any person or family who desires to participate in Arts Association Young Artist programs, regardless of the ability to pay the standard program fee. Those not able to pay the full fee may be awarded assistance based on their demonstrated ability to pay and the Arts Association's ability to provide funding. Because the demand for financial assistance is great, the Arts Association must follow the eligibility criteria. The Arts Association reserves the right to adjust scholarships as needed during any given calendar year. Notice will be provided when adjustments will be made. The Arts Association believes a strong sense of ownership and pride is developed if the participant has contributed to the cost of their program involvement; therefore, applicants will be asked to pay a portion of the fees and "work" off their scholarship through volunteering.

At time of application/registration, the registration fee or \$25 must be submitted (per student, per program/camp). These funds will be deducted from the amount of fees that you owe. Extenuating circumstances may be taken into consideration, but must be documented in the application. **All scholarship recipients will be required to complete the paperwork annually when registering for programs.** Scholarships will be awarded based on family income and members in household in compliance with other local non-profit scholarship guidelines. Scholarship applications will be processed in the order that they are received. Scholarship information can be found online at the Arts Association website (www.newtoncountyarts.org). Please allow two weeks for processing.

Casting:

All casting decisions are made by the Directors and Staff. All casting is subject to change. The Directors take many things into consideration when casting such as technical ability, attendance at previous rehearsals and classes, attitude during rehearsals and classes, stage presence, ability to portray a character, maturity and the overall appearance of the "big picture" on stage. Principal roles will go to older choir members in most cases. As a performer you may be cast in a role that you do not want or you may feel you deserve better, but remember no matter what role you are cast in, you must make it your own and do your very best. The goal of the programs is to teach teamwork in coming together to perform; thus, all parts are important parts, even those that are primarily part of large group numbers.

Inclement Weather Policy:

We follow the Newton County School System's policy in regards to inclement weather. Should NCSS cancel activities due to weather, our weekly rehearsals and classes will be cancelled as well.

Correspondence:

All correspondence such as schedules, cancellations, etc. will be transmitted via email and text unless the parent makes other arrangements with the administrator. Information will also be posted via text using Remind 101. To receive text message notifications:

OSC
Text @oxsinging To: 81010

OYS
Text @oxyouth To: 81010

Encore
Text @encoreoys To: 81010

Student Code of Conduct: Attendance and Behavior

The Arts Association is thrilled to be working with your child this year. Though it is our privilege to work with your child, it is also your child's privilege to participate in a program of this caliber. Your child's program is highly subsidized by corporations and individuals in this community who believe in the importance of the Young Artists Programs and the Arts Association. The fees you pay per child are a small fraction of the cost to produce and run the programs. Therefore, certain behavior of students and parents is expected, as well as certain parental involvement commitments.

Students are expected to respect each other and Arts Association staff and volunteers. It is essential that all students conduct themselves in an appropriate and respectful manner during Arts Association program related activities. Disruptive or disrespectful behavior will result in the student being required to sit out or be dismissed from rehearsal, resulting in parental notification. Should disruptive behavior continue, the student will be removed from the program. Parents will also be expected to maintain a respectful attitude toward all staff, directors, volunteers, parents and others involved in the programs. Parents must respect the Arts Association rules for proper behavior for their children and for their own behavior in the theatre or any other facility used by the Arts Association.

It should be remembered that theatre etiquette and rules are in place for the safety of your students and for the smooth production of a performance.

Discipline is an integral part of musical training. The staff works hard to make sure rehearsals begin and end as scheduled. Students must be on time and attend all rehearsals. In the event of an absence due to illness or family emergency, please notify Ms. Eva at ebone@newtoncountyvarts.org so instructors may be informed. You can also text her using Remind 101.

OSC and OYS members will only be allowed two (2) unexcused absences. All known excused absences should be documented by written notice (either handwritten or email) at least two weeks in advance when possible. We realize there are exceptions - illness, death, etc., but advanced notice could allow for rehearsal schedules to be altered if need be. *Excessive unexcused absences will result in dismissal from performances.*

No one may be excused at any time one month before a public performance of any kind without a consultation with the Oxford Singers Directors. Breaking this rule means automatic dismissal from the performance.

Leaving rehearsals early or arriving late are both very disruptive. Please let the staff know in advance should you need to arrive late or depart early. In the event that either becomes necessary, parents are responsible for making sure they know of any announcements made or notes sent home.

School Related & Previously Scheduled Events:

Should a student have a school related event such as a band concert or prom that may interfere with a rehearsal or performance, it is the student and parent's responsibility to notify the Administrator at least 4 weeks (1 month) prior to the event date of the potential conflict. (Many of these events are already scheduled at the beginning of the school year, so it would be a good idea to notify the Administrator as soon as you are made aware of any required event or event that you choose to attend.) The staff will do their best to adjust rehearsals around school related events if they know in advance. However, there may be times where it will be unavoidable and a conflict may arise. These events will be excused and no discipline will be taken. There may be events where a student chooses to miss a rehearsal or leave early in order to "get ready" before an event such as prom. This will be counted as one of the student's two excused absences and students will not be disciplined as long as it is one of the two excused absences. However, should the student have already used the two

excused absences, the student can be required to make up the missed work. Examples of excused absences are sickness, death in family, school events that are part of a grade. Examples of unexcused absences are family trips, proms, etc.

Anti-Discriminatory Policy:

The Arts Association does not discriminate on the basis of race, color, national origin, religion, age, gender or sexuality in any of its educational programs, services or activities. Any student, parent or other person who believes he or she or any student has been discriminated against or harassed in violation of this policy should immediately contact the appropriate Arts Association staff (Artistic Director, Operations Director, Executive Director). A complaint must be made in writing. The written complaint will be reviewed and investigated by Arts Association staff.

Anti-Bullying Policy:

Bullying is defined as a willful attempt or threat to inflict injury on another person, any intentional display of force or any intentional written, verbal or physical act that is perceived as being intended to threaten, harass or intimidate that causes physical harm, has the effect to interfere with a student's education or disrupts the operation of a program or creates an intimidating or threatening educational environment. Bullying is not tolerated by our organization.

Arrivals and Departures:

OSC:

Rehearsal begins promptly at 5:30 pm for OSC members. Pick-up is at 6:45 pm. Please remind your child that he or she should go to the restroom before entering rehearsal.

OYS:

Rehearsal begins promptly at 7:00 pm for OYS members. Parents are asked to pick their children up promptly at the end of rehearsal at 8:30 pm. Students who are scheduled for sectionals should be picked up at 9:00 pm.

Safety:

The safety of our students is of the utmost importance to the Arts Association staff. Our staff cannot be responsible for children after they exit the building. Parents should pick their child up from rehearsals at the portico next to the lobby. For those parents who want to allow their child to wait outside, please make sure the child understands how important it is to stay on the sidewalk in the lighted areas near the backstage doors, and to wear a mask. The traffic can be very busy at times. When it begins to get darker earlier during the evening, it becomes more difficult for drivers to see children, especially if they dart across the street.

The Arts Association staff, instructors and/or volunteers cannot be held responsible for a child before or after the scheduled meeting times and once the child leaves the designated rehearsal or performance space.

When your child arrives, they will enter through the back stage door of the Porter Performing Arts Center.

From there students will continue to their designated rehearsal location, which they can find on their schedule or ask about at the admin desk.

Everyone will be required to wear a mask when entering and exiting the building following the NCSS COVID safety rules. We ask everyone to also wear a mask, unless there is a medical reason to not wear one, during their rehearsal.

Water fountains are not available for use at this time. **Please bring your own water bottle for rehearsals.** Each rehearsal location will have their own area to store student belongings in a socially distanced way. In addition, we will be cleaning commonly touched areas as well as class areas after students leave.

Rehearsal & Performance Locations:

The Newton County School System has graciously allowed us to use their facilities for weekly rehearsals and performances. Therefore, we must treat the buildings with the utmost respect. Please do not leave any trash in or around the facility; this includes the grounds outside. We would also ask that you be careful of the landscaping on the grounds and make sure all of the doors are closed as you enter or exit the building. Do not prop doors open unless authorized by a staff member. Enter

through the designated doors only and remain in the appropriate area; no roaming the halls or running outside. Please talk to your children about caring for the facilities and the property found inside.

Water is the only drink allowed backstage in the rehearsal spaces and theater. Any food or other drink items must be left in the hallway on the floor. There are no water fountains backstage of the theater, therefore we suggest that **all students bring a water bottle to rehearsal** and make sure it is labeled with the student's name.

Uniforms:

OSC girls will need a nude or flesh tone leotard to be worn under their costume for the spring musical. OSC boys will need to wear a white undershirt under their costume for the spring musical.

Oxford Singing Children (OSC): All OSC members will be expected to wear a uniform during performances. Each member will need to order the following vest:

French Toast V-Neck Sweater Vest--**BURGUNDY:**

<https://www.frenchtoast.com/v-neck-sweater-vest-boys-4-7/p/1029?>

OSC Girls:

Burgundy French Toast Vest
White collared, long sleeve,
dress shirt
Black, knee length skirt
Black tights (no panty hose)
Black dress shoes (no high heels)

OSC Boys:

Burgundy French Toast Vest
White, collared, long sleeve, dress shirt
Black dress pants (no jeans)
Black socks & Black Belt
Black dress shoes (no athletic shoes)

Oxford Youth Singers (OYS)

All OYS members will be expected to wear a uniform during performances.

OYS Girls: All Black, Dressy Attire

- 1) Long Sleeve or ¾ length Sleeve Top (NO Sleeveless)
- 2) Ankle length skirt or dress pants or dress
- 3) Black tights or hose
- 4) Black dress shoes

OYS Boys:

- 1) Black Dress Pants
- 2) Black Dress Shoes
- 3) Black Socks Dress Shoes and Belt
- 4) White Tuxedo Shirt

(No pointy heels which may damage the marley dance floor) 5) Black Bow Tie & Cummerbund

Tickets:

Tickets for all events will go on sale 1 month prior to the event. Tickets will only be sold online. No tickets will be for sale at the door. Volunteers who assist backstage will receive a complimentary ticket to use at one of the performances.

LEAP: Learning Enrichment through the Arts Project

We hope to provide an in-school performance for students who attend the Newton County Schools. However, due to the COVID-19 pandemic these events have been cancelled in recent years. Should the circumstances change, more information will be provided at a later date.

LEAP- Learning Enrichment through the Arts Project: In-School Performance Policies

The Arts Association partners with the Newton County School System to provide in-school residencies for their students throughout the school year. With the school system having over 70% of its students on the free and reduced lunch program,

~~the school shows are important because they help to build background knowledge for those students who may never otherwise be able to see an artistic performance outside of school.~~

~~We have tentatively scheduled LEAP performances for the spring musicals. They are tentative because of school testing dates. Should the performances take place students who attend schools within the Newton County School System will be counted present for class that day.~~

~~The Arts Association will notify the BOE Central Office staff of the students who should be excused from their classes. They will then notify the individual schools. However, we do ask that you verify your field trip status after you return to school.~~

~~Students from school systems other than Newton may not be granted an excused absence or field trip status. The student/parent will need to verify this with the student's school and let Ms. Eva know if there will be an issue. Most school systems have a "Prior Arranged Absence" policy; again please check with your school for the regulations. We are happy to work with your school in order to arrange an excused absence.~~

Theatre Rules and Etiquette:

Porter Performing Arts Center was built through a collaboration between the Newton County School System, Newton County Board of Commissioners and Arts Association. We must take care of the facility and expect our students, parents and patrons to do the same.

Theatre rules should also be followed during rehearsals. Those rules include:

1. All performers should remain inside the theater and/or rehearsal studio at all times, unless you must go to the restroom. However you should tell an adult in charge and then go and come straight back.
2. No performer should be in areas outside of the designated rehearsal/performance space where performances/rehearsals are being held without an adult being present.
3. During rehearsals in the theater, performers MUST remain seated until it is their time to be on the stage.
4. No food or drink will be allowed inside of the theater.
5. Conversations should be held to a minimum. We have a limited time to rehearse in the theater and therefore do not need to stop and start because of the noise level in the auditorium.

Volunteer Policy:

As a non-profit, the Arts Association welcomes individuals who are willing to volunteer and use their talents for our programs. All volunteers and staff members must abide by certain rules while working with the programs which include the following but not limited to: Dress and act appropriately; Serve as a role model for the students; Befriend the students, but always as a mentor; Treat all students, volunteers, and staff in a manner that is fair; Refrain from making negative or derogatory comments about the Young Artists Programs, program members, and staff; Insure the safety of all students, including but not limited to, their physical safety in connection with events and site locations; Agree to provide a completed criminal record check to the Arts Association if requested. If such a check should show any reason the individual should not be suited to volunteer with students, the Arts Association can immediately sever ties with the individual.

Additional Classes:

For those of you who are interested in additional instruction:

Theatre Covington –

Acting classes for 1st to 12th graders on Wednesdays located at the Dobbs Performing Arts Center, home of CRB.

Covington Regional Ballet –

Broadway classes (and other genres) for 4th – 12th graders on Wednesdays at the Dobbs Center, home of CRB.

Triple Threat Discount -

OYS students who would like to take Acting and Broadway classes will receive a discount for taking part in the Triple Threat Program. Email Chris Crowe, our Registrar, for more information – ccrowe@newtoncountyarts.org .

Participation Agreement:

Academic/Fiscal Year 2021 - 2022

THIS AGREEMENT is made and entered into by and between the Community Arts Association in Newton County, Inc., ("Arts Association"), as defined in this Agreement, and the parent/guardian or individual (collectively, "Parent") of the Arts Association student/individual(s) listed in this account.

1) Covington Regional Ballet School & Company (CRB), Newton County Youth Strings (NCYS), Oxford Little Singers (OLS), Oxford Singing Children (OSC), Oxford Youth Singers (OYS), Newton County Community Band (NCCB) and all other designated workshops and/or camps operated by the Arts Association in Newton County, a 501©(3) non-profit corporation located at 1169 Washington Street, Covington, Georgia 30014.

2) The Arts Association, CRB, NCYS, OLS, OSC, OYS, NCCB, all other designated workshops and/or camps, the Company, and its directors, officers, employees, agents, licensees, independent contractors, volunteers, successors and/or assigns, are hereafter sometimes referred to collectively as the "Arts Association".

3) The student or individual seeks to engage the Arts Association to provide intensive training and performance experience in the art forms of dance, choral and instrumental music or collectively, "Artistic Technique", upon the terms and conditions contained herein.

NOW, THEREFORE, the Parent and Arts Association agree as follows:

- a. **Term:** The term of this Agreement shall begin on the effective date of this Agreement and shall continue through the fiscal/academic year stated above or until terminated by the Arts Association or the Parent in accordance with the terms and conditions of this Agreement or by law.
- b. **Assumption of Risk:** Participation in Arts Association activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries (ii) major injuries to (iii) catastrophic injuries. Parent hereby acknowledges that Student/Individual will participate in rigorous training and will be physically touched from time to time during his/her instruction. This may include, but is not limited to, lifting, grabbing, turning, pushing and pulling (collectively, "Physical Touching"). Parent is fully aware of the risks connected with participating in Arts Association Instruction, Productions and Activities, as defined in Section 3, and Parent voluntarily assumes full responsibility for these risks. **Arts Association activities are not licensed through the State of Georgia and Department of Early Care and Learning. Parent acknowledges that the Arts Association is following guidelines set forth by the CDC and Governor of Georgia to focus on keeping students safe during the COVID-19 pandemic. Parent understands that the Arts Association cannot guarantee that students will not be exposed to the virus.**
- c. **Waiver of Liability:** Parent agrees to release, waive, discharge and covenant not to sue the Arts Association from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of the Arts Association (subject to paragraph 14 below), that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by Student or Student's personal property while participating in (i) training and instruction of Artistic Techniques, ("Instruction"); (ii) on-site and off-site productions and lecture demonstrations, dance recitals, and performances (collectively, "Productions"); (iii) recreational, educational, swimming and other cultural and social events organized from time to time by the Arts Association (collectively, "Activities"); special activities and/or one-time productions that may come up from time to time (collectively, "Special Events"). Parent agrees to further release, waive, discharge and covenant not to sue the Arts Association from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of the Arts Association (subject to paragraph 14 below), which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of Physical Touching, by the Arts Association or by students participating in Arts Association Instruction, Productions, Special Events and Activities.
- d. **Hold Harmless Indemnification:** Parent agrees to defend, indemnify and hold harmless the Arts Association from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) arising out of or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortious conduct (active or passive) of Student.
- e. **Medical Authorization:** Parent shall complete all of the Arts Association medical information included in this Account information. It is the policy of the Arts Association that in the event of injury, every reasonable attempt will be

made to contact the Parent prior to securing medical treatment beyond basic first-aid while the Student is attending, participating or traveling to or from the Arts Association Instruction, Productions, Special Events or Activities. Parent hereby agrees to authorize the staff of the Arts Association, or in their absence or disability, any adult accompanying or assisting the Arts Association, to administer or cause others to administer medical treatment to Student, as recommended by licensed medical professionals. This authorization shall remain effective until Student completes his/her participation in the Arts Association, unless revoked in writing by the undersigned Parent and delivered to the Arts Association Program Director.

- f. **Cost of Emergency Medical Treatment:** Parent agrees to accept full responsibility for all costs of any and all medical care and emergency treatments. The Arts Association will not be responsible for the cost of any medical care or emergency treatments, but it may accept billing in its name only to facilitate submission of medical insurance claims for the Student, if applicable, or for the prompt forwarding of bills to Parent. Parent agrees that the Arts Association will not be held liable for authorizing medical treatments for the Student pursuant to Parent's authorization in this Section, and Parent hereby agrees to waive all claims whatsoever in connection with such medical treatments. This Section shall be binding upon the members of Parent's family, spouse, and heirs, assigns and personal representatives.
- g. **Consent to Participate in Arts Association Activities:** Parent authorizes the Student to participate in any and all Arts Association Activities. In arranging for such activities or excursion with third parties, Parent hereby acknowledges and agrees that the Arts Association is acting as the agent for Parent.
- h. **Consent to Participate in Arts Association Productions and Special Events:** Parent grants permission for Student to participate in the Productions and Special Events for the duration of his/her enrollment in the Arts Association with full knowledge of the assumed risks inherent in dancing and other forms of artistic instruction or related activities. Parent hereby acknowledges that participating in Productions and Rehearsals for Productions are mandatory. Parent further acknowledges that Student may be videotaped or otherwise recorded during such Instruction, Activities, Special Events, and Production(s), and such recordings are subject to Copyright Policies in paragraph 17 below.
- i. **Transportation Permission and Authorization:** From time to time, Student may be asked to participate in Special Events and Productions that require organized transportation. Organized transportation may be provided by professional drivers, parent volunteers, or a combination of both. Parent hereby acknowledges that Parent must sign the appropriate permission slips, which may be required from time to time, in order for Student to participate in such events.
- j. **Mandatory Minimum Attendance:** Each student's registration identifies course requirements. Failure to adhere to the mandatory course attendance is a material breach of this Agreement and the Student Code of Conduct and such breach may result in suspension, expulsion and termination of this Agreement.
- k. **Enrollment:** Enrollment is complete once (i) the Student's first month and/or equivalent plus registration fee has been received by the Arts Association and (ii) this signed Agreement along with completed information listed in this Account. Enrollment entitles Students to participate in all Arts Association Activities, Instruction, Special Events, and Productions.
- l. **Student Code of Conduct:** (i) *Acknowledgement:* Student and Parent have read and fully understand the Student Code of Conduct. Student hereby agrees to adhere to the Student Code of Conduct as outlined in the program handbook (handbooks may be updated periodically and notice will be sent to Parents about any changes or additions. (ii) *Dress Code:* The Arts Association requires the Student to adhere to a dress code as listed in the program handbook (handbooks may be updated periodically and notice will be sent to Parents about any changes and/or additions.) Failure to conform to the Dress Code will result in removal from class, suspension or expulsion from the Arts Association. (iii) *Suspension and Termination:* Any breach of the Student Code of Conduct will be reviewed by the Arts Association Staff and may result in the Student being suspended from participating in Arts Association Activities, Instruction, Special Events, Productions and/or being expelled from Arts Association indefinitely and this Agreement being terminated.
- m. **Zero-Tolerance Policy:** Failure to adhere to the Student Code of Conduct will result discipline in the sole discretion of the Arts Association including up to immediate dismissal from the Arts Association and the termination of this Agreement without tuition refund. By signing this agreement you have read and fully understand the Zero Tolerance Policy and possible discipline which are clearly defined in the program handbooks (handbooks may be updated periodically and notice will be sent to Parents about any changes and/or additions.).
- n. **Reduction in Arts Association Liability:** The Arts Association will not be deemed "grossly negligent" in connection with any claim for damages, if the Student's breach of the Student Code of Conduct contributed to any loss, damage, accident, illness, or injury sustained by the Student, which is the subject of the Student's claim.
- o. **Tuition and Fees:** (i) *Pricing:* Pricing is subject to change. (ii) *Class Days, Times & Venues:* Class students arriving late, traffic congestion or changes in travel plans. (iii) *Payment Due Date:* Parent agrees to timely pay all tuition and fees on the first business day of each month that Student is enrolled. (iv) *Payment Obligation:* Parent hereby acknowledges that Parent's signature on this Agreement obligates Parent to pay the monthly tuition no later than the first day of each month ("Tuition Due Date") that Student is enrolled. Parent understands that Parent is

responsible for the tuition unless/until this enrollment is canceled with a written 30 days notice. (vi) *Method of Payment*: Tuition payments and other fees due to the Arts Association may be made by cash, personal check, money order or credit card. Should a personal check be returned to the Arts Association due to insufficient funds, the Arts Association may require that all future payments be made in cash, cashier's check or certified check. A service charge of \$35 per returned check will be assessed to cover processing charges. (vii) *Late Payment Fees*: If tuition is not paid by the 6th of the month, a \$10 late fee will be assessed against the Student's account. If tuition is not paid by the end of the month, the Student will not be allowed to participate in any Arts Association Instruction, Activities, Special Events, or Productions until all past due debts have been remedied as determined by the Arts Association Staff. (viii) *Failure to Pay Tuition*: This Agreement can be terminated by the Arts Association if tuition has not been paid within 30-days of the Tuition Due Date. (ix) *Collection*: The Arts Association reserves the right to use the services of a collection agency, or similar institution, in an effort to collect any unpaid amounts that have not been paid in accordance with this Agreement. If collection and/or litigation become necessary, Parent shall be liable for any and all collection fees, actual attorney fees paid by the Arts Association, costs of litigation and court fees; (x) *No Refunds*: Parent acknowledges that it is the policy of the Arts Association that no refunds will be given.

(xi) *Auto-Debit Terms*: Monthly dues will be billed to the credit/debit/bank account on file. Parent agrees to be billed for the term specified in this agreement. In the event the credit card/debit/bank account is declined, please note the Arts Association reserves the right to remove the Student from further classes until payment is made. By signing this Agreement, you irrevocably authorize the Arts Association to charge all amounts due and owing to the Arts Association to the credit/debit/bank account on file at the Arts Association without any further signature or authorization by you. You agree that the Arts Association may mark or code such transaction with a statement such as "signature on file", "signature authorized" or similar statement.

- p. **Termination**: (i) *Without Cause*: This Agreement may be terminated without cause with 30 days written notice by either the Arts Association or Parent. (ii) *Cause*: The Arts Association can terminate this Agreement effective immediately if Parent materially breaches this Agreement. Material breaches include, but are not limited to, failure to pay tuition within 30 days of the Tuition Due Date as specified in Section 15; violations of the Student Code of Conduct resulting in suspension or expulsion as specified in Section 12; failure to deliver a complete online account information. Termination of this Agreement does not relieve you from any amounts owing by you as of the termination date.
- q. **Use of Performances and Copyright Policy**: Parent authorizes the Arts Association to photograph, film, videotape, record or otherwise capture in any media whatsoever now known or hereafter devised the Student's Instruction, Activities, Special Events, and Productions and to use such recordings for instruction, promotion, publicity and broadcast uses. All ownership (including copyright) as well as all other rights, title and interest in and to these recordings shall belong exclusively to the Arts Association. Parent further grants the Arts Association the non-exclusive right, without limitation as to time, to use and display the Student's name, biography, portrait, picture, voice, likeness and any recordings thereof for the purposes of advertising, publicizing, and promoting the Arts Association.
- r. **Governing Law and Dispute Resolution**: This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, regardless of the place of its execution or performance. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified, which shall be the sole and exclusive procedures for the resolution of any such disputes. (i) *Negotiation Between Parties*: The Arts Association and the Student, or claimant on behalf of the Student (collectively, the "Parties"), shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the claimant and the Arts Association executives who have authority to settle the controversy. (ii) All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. (iii) *Notices*: Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or email. If any legal action or proceeding is brought arising from or related this Agreement or arising from your Student's participation in any Instruction, Program, Production, Activities, or Special Events, that suit must be brought in the courts of Newton County, Georgia, and you consent to the exclusive personal jurisdiction of said courts, waiving all defenses thereto.
- s. **Waivers**: The Parties may waive this Agreement, particular Sections of this Agreement or any Arts Association Policy only by a writing executed by the Parent and either the (i) Artistic Director or (ii) Executive Director of the Arts Association or (iii) Program Director of the Arts Association. Oral waivers are not enforceable.
- t. **Amendments**: The Parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. Oral amendments are not enforceable.
- u. **Merger**: This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged

into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

- v. **Force Majeure:** The Parties shall not be liable for failure to perform under the terms and conditions of this Agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any cause beyond the control of the Parties, excluding economic hardship, changes in market conditions, and insufficiency of funds.
- w. **Acknowledgement and Understanding:** Parent hereby acknowledges that Parent has read and fully understands the terms of this Agreement, and understands that Parent is giving up substantial rights, including the right to sue. Parent signs this Agreement freely and voluntarily and with sound mind.
- x. **Severability:** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- y. **Captions:** The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

I have read and accept the terms of the participation agreement.

Parent Name: _____ Date: _____

Parent Signature: _____

Student Name(s): _____

I understand that the Arts Association in Newton County is not a licensed childcare facility. I acknowledge and understand that this organization and programs are not required to be licensed by the Georgia Department of Early Care and Learning. I acknowledge and accept that this program is exempt from state licensure requirements.

Parent Signature: _____

Student Name(s): _____

Date: _____

I acknowledge that the Arts Association is following guidelines set forth by the CDC and Governor of Georgia to focus on keeping my child safe during the COVID-19 pandemic. I also understand that the Arts Association cannot guarantee that my child will not be exposed to the virus.

Parent Signature: _____

Student Name(s): _____

Date: _____