

NEW JERSEY YOUTH SYMPHONY

2011-2012 ACCEPTANCE CONTRACT

The parent or legal guardian of the student enrolled online (hereafter "the undersigned") the address listed in online registration agrees that this Contract between the New Jersey Youth Symphony (hereafter "NJYS"), a New Jersey Not-for-Profit Corporation located at 570 Central Avenue, Murray Hill, NJ 07974, and the undersigned (on behalf of the student named online) covers the concert season beginning September 1, 2011 and ending June 30, 2012. The NJYS Attendance Policy for Rehearsals and Performances is incorporated into this Agreement and is made a part of this Agreement (available online as well).

1. The undersigned understands that he or she may cancel this Contract in writing, without penalty, on or before September 1, 2011.
2. The undersigned agrees to pay NJYS the required non-refundable tuition fee.
3. Tuition is due and payable by August 20, 2011. If the student named above has a sibling in the same or a higher-level ensemble in NJYS, the tuition fee for this specific contract is reduced by 10%.
4. The undersigned agrees that if the tuition fee for the student named above is not paid in full, the student may be excluded from rehearsals and performances.
5. The undersigned understands and agrees that the expenses of NJYS shall not be diminished by the departure of a student during the concert season covered by this contract and that the obligation to pay the tuition for the full season is unconditional upon signing this contract. After September 1, 2011, no portion of such tuition paid or outstanding will be refunded or cancelled, regardless of whether the student's departure is due to dismissal for cause, due to absence, or voluntary withdrawal of the student.
6. Payment Plans are offered by NJYS as a courtesy. Should the undersigned be enrolled in a Monthly or Quarterly Payment Plan they understand and agree that the expenses of NJYS shall not be diminished by the departure of a student during the concert season covered by this contract and that the obligation to pay the tuition for the full season is unconditional upon signing this contract. After September 1, 2011, no portion of such tuition paid or outstanding will be refunded or cancelled, regardless of whether the student's departure is due to dismissal for cause, due to absence, or voluntary withdrawal of the student.
7. The undersigned agrees that, if the student named above violates the rules and regulations of NJYS in full or in part, including but not limited to the enclosed Attendance Policy for Rehearsals and Performances, then sufficient cause for dismissal may exist and the student may be subject to expulsion from the ensemble.
8. By initialing this agreement you consent to NJYS using information, pictures, photographs, or video pertaining to the musical activities of the student named above in media releases, on the NJYS website, and in other communications.

9. By initialing this agreement and adding your name to the carpool question online, you consent to NJYS distributing your telephone number to other parents in your child's ensemble for possible car-pooling.

10. The undersigned agrees to indemnify, release and hold harmless NJYS, its agents, representatives, and employees against any and all claims, demands, damages, and any and all other liabilities for injury to the student named above which are not the result of gross negligence, intentional neglect, or willful or wanton conduct by NJYS, its agents, representatives, or employees. The undersigned further agrees to hold harmless and indemnify NJYS against damages to NJYS property caused by the student named above. In addition, the undersigned agrees to indemnify and hold harmless NJYS against damages or injury caused to another person by the student named above on NJYS premises or at NJYS events.