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Studio Expectations:

Clear communication is very important between the studio member and the teacher. If you find something confusing, vague or different than you have previously learned, please ask for clarification. Communication between the teacher and the studio member should remain open and professional. It is equally important for the studio member and the teacher to listen to each other, respond and to be engaged; this will help facilitate growth and help identify any addressable concerns that may arise.

Studio members are responsible for bringing motivation and enthusiasm to their work. Studio members are expected to practice consistently and be well-prepared with any assigned music or techniques.

If you have assigned repertoire, a good ratio for practicing is 50% technical exercises and vocal exploration, 20% music memory, 20% text/acting work (diction, pronunciation, story telling) and 10% rehearsing the repertoire at full voice. Three to five hours of practice is a recommended weekly minimum for optimal growth and development.

I suggest you warm up and practice your vocal techniques most days. Not all practice for voice lessons involves singing out loud with the full voice; you can prepare your text memorization, pronunciation and story-telling as often as necessary. When you are comfortable with the music preparation: warm up thoroughly and run your repertoire.

A great deal of practice can be done softly or silently, and not all work has to be completed at the same time. It's much easier to put the non-vocal work in early and train with exercises before practicing the song with the full voice. Please bring the mindfulness captured in the voice studio into your practice and performances. Also always remember to have fun, because singing is fun!

For vocal consistency and optimal growth, it is advisable for the studio member to adopt quality vocal hygiene, as well as remain transparent about all related studies with other teachers/parties.

Studio Policies, Terms and Conditions:

"Teacher" refers to Christopher "Studio Member" refers to you or your child

<u>PSYCHOLOGICALLY-SAFE POLICY</u>: Christopher believes in the power and necessity of a psychologically-safe environment for all people, especially in the artistic community. His studio serves as a haven for all studio members to feel included and safe to learn and communicate honestly without fear of embarrassment or judgement.

STANDARD OF ETHICS: Christopher holds himself up to the 'Code of Ethics' set by the NATS (National Association of Teachers of Singing), a highly eminent figure in the music community. He is in the process of becoming a NATS-certified voice teacher. The following is quoted from a NATS member brochure: "Members ascribe to a Code of Ethics in aspirations of meeting the highest ethical duties and obligations to their students, other teachers, and the public, as well as promoting cooperation and fellowship among members.". He was recently an adjunct instructor at New York University and upholds measures of student privacy set by FERPA. For more information about NATS or FERPA, please visit their respective websites or contact Christopher.

ATTENDANCE & ABSENCE: Studio members are expected to attend all scheduled lessons and arrive in a punctual manner. Studio members are solely responsible for their transportation to and from the lesson. Studio members should be prepared, settled and ready to work. Comfortable clothing is recommended. If for any reason a studio member will be late or miss the lesson, please contact the teacher as soon as possible. Missed lessons may result in unused rental space fees. Likewise, if the teacher will be late or miss the lesson, the teacher will contact the studio member as soon as possible. If the teacher is running late or will be absent, that time will be credited to the studio member to be used at any mutually convenient time during the contract length. Email communication is preferred; call/text is reserved for more urgent matters.

There are many aspects of voice training that don't involve high levels of energy or energetic singing. If a studio member is feeling sick, they are still welcomed and encouraged to attend their regularly scheduled lesson virtually at their own discretion.

- <u>E-COMMUNICATION POLICY</u>: Studio members and the teacher should make diligent efforts to respond to any communication in a timely and professional manner. Here are the following manners to contact Christopher:
 - <u>Email</u> The preferred means of general communication, questions, exchanging contracts and payment receipts.
 - Marco Polo This mobile app can be used to quickly video chat with Christopher during the week if you have specific questions that require audio or video messaging. Find him by phone number or email.
 - <u>Text</u> This should be reserved for semi-urgent matters. Please always include your name (or relationship to the studio member) when sending a text message.
 - <u>Call</u> This should be reserved for urgent matters. Please always identify yourself (or relationship to the studio member) when calling.
 - Other: Although Christopher enjoys social media, please refrain from communicating studio-related matters on his Twitter, Instagram or Facebook pages. These platforms are designated specifically for his performance-related career only.
- CANCELLATION POLICY: Should the studio member need to cancel an upcoming lesson, it must be communicated at least 24 hours in advance to validate a make-up lesson. If lessons are cancelled by the student within 24 hours of the meeting time, the service will be forfeited. Cancelled lessons may result in unused rental space fees. The teacher reserves the right to cancel any lesson at any time in exchange for lesson credit to be used at any mutually convenient time during the contract length. If the teacher cancels less than 24 hours in advance, credit for one-and-a-half (1.5) times the service(s) will be credited to be used at any mutually convenient time during the contract length. In the event the teacher cancels, the contract length can also be extended to accommodate accordingly.
- MAKE-UP LESSONS: Studio members are permitted one (1) make-up lesson for every six (6) lessons within a standard plan greater than a monthly contract. Studio members with a monthly contract are permitted one (1) make-up lesson. Studio members with a credit-based plan may utilise make-up credits within their contract length. It is the responsibility of the studio member to contact the teacher regarding scheduling of any make-up lessons. Any make-up services beyond this limit will be forfeited. If necessary, a schedule change may help rectify any attendance conflicts.

CONTRACT LENGTH: Studio members must redeem all paid services within a specified time frame based on their current plan; see below. Unused services are not eligible for a full refund of the cost of the unused services. See the termination policy regarding terms of refunds. Contract length refers to the period of time for the redemption of services and subsequent service expiration only; while the liability and hold-harmless agreement would continue to stand after the conclusion of any contract.

• Standard Plans:

Monthly (4 lessons): 5 weeks maximum (adds 1 week)
Seasonal (12 lessons): 14 weeks maximum (adds 2 weeks)
Bi-Annual (25 lessons): 29 weeks maximum (adds 1 month)
Annual (50 lessons): 58 weeks maximum (adds 2 months)

• Credit-Based Plans:

○ 1–9 services: 6 months [26 weeks maximum] o 10–19 services: 9 months [39 weeks maximum] 20–29 services: 1 year [52 weeks maximum] \circ 30–39 services: 1 year, 4 months [70 weeks maximum] \circ 40–49 services: 1 year, 8 months [86 weeks maximum] 50+ services: 2 years [104 weeks maximum]

EXTENDED ABSENCE POLICY: In the case that either the studio member or teacher acquires commitments lasting longer than two (2) weeks that directly conflict with the regularly scheduled meeting time(s), it is possible to take a respite and extend the contract length, or reschedule the lessons based on mutual availability. Extended absences should be requested or communicated within a reasonable amount of notice, at least two (2) weeks is adequate. Credit-based plans may also request extended absences. Regulations of an extended absence suspend the cancellation and make-up lesson policies.

• Studio Member Absence:

Requests will be dealt with on a case-by-case basis, and should be sent to the teacher at least two (2) weeks in advance. Late requests may result in the forfeit of services. Requested absence time can generally be expected to be added to the contract length. It may also be possible to shift standard plans to credit-based plans. Extended absences may also be used in managing financial matters as to avoid late payment or termination.

• <u>Teacher Absence</u>:

Studio members should acknowledge that the teacher is an active performing musician and that significant schedule conflicts may arise. The teacher will make earnest efforts to continue providing service. Accommodations such as, but not limited to, may be possible means to continue providing service: virtual lessons at a mutually convenient time, change of the regular meeting time, extension of the contract length, offering credited services or shifting standard plans to a credit-based plan.

SCHEDULE CHANGE POLICY: If the studio member is in need of a change in their regularly scheduled lesson time, it is possible to based on mutual availability. It is also possible for standard plans to be shifted to credit-based plans. No fee is applied for shifting the policy or changing the meeting time, however when a policy is shifted to a credit-based plan, the remaining balance will be due upfront.

<u>PAYMENT POLICY</u>: The first payment is used to reserve the lesson time in standard plans. Payments must be made in advance based on the schedule below and/or the agreed upon plan in this contract above. Payments must also be made in a timely manner to receive services. Preferred payment method is through PayPal, Zelle or Venmo; other methods may be arranged. The teacher will provide invoices when possible based on the payment method, otherwise receipt-of-payment will be issued.

Late payments may result in the cancellation and forfeit of one (1) week of services for each one (1) week that the payment is late, which begins the day after the due date. If special accommodations are needed, please contact the teacher to find the best solution. If a consecutive period of late or non-payment occurs, the teacher will evaluate the membership status of the studio member. Alternative options may be discussed, and termination from the studio will be reserved as a last resort.

- Standard Plans:
 - o Per-Service: total due 24 hours prior to the service
 - o Monthly: total due 1 week prior to the service
 - Seasonal: 1, 2 or 3 equal payments due 2 weeks prior to the service
 - o Bi-Annual: 1, 2 or 5 equal payments due 2 weeks prior to the service
 - Annual: 1, 2 or 5 equal payments due 2 weeks prior to the service
 - 10 or 12 equal payments due 4 weeks prior to the service
- Credit-Based Plans: Total service credit must be paid for in full to secure the graduated discount. Otherwise, a standard plan is recommended.

<u>DISCOUNTS & PROMOTIONS</u>: Training and upkeeping the voice is a long and on-going process; discounts and promotions are offered to promote longevity in the voice studio. The following is a list of discounts and promotions and the applicable terms. <u>Active</u> discounts and promotions will be displayed on the teacher's website (christopherfotis.com).

- LONG-TERM MEMBER DISCOUNTS: Studio members who commit to a standard plan or credit-based plan will receive a discount from their lessons. From monthly to annual plans, each plan is increasingly discounted. Likewise, each credit-based plan is incrementally discounted. May be combined with the referral bonus or the student rate. Contact Christopher for any standard rate information.
- REFERRAL BONUS: If the studio member refers in a new member to the studio, they can benefit by receiving 20% off their current services in the duration or credit-amount purchased by their referred member. Limit one referral bonus at a time, but no limit to successive referrals. Should the duration exceed the current contract, the referral bonus may be carried-over into a successive plan. May not be combined with the student rate, nor transferred.
- STUDENT RATE: Studio members who are active students can receive 40% off from their lesson rate. Student members may also extend their promotional rate for one plan after their graduation. Proof of enrollment and/or graduation date is required. May not be combined with the referral bonus.
- "Pay-What-You-Can" (PWYC): For non-members or studio members between contracts only. Active only for months presented on the teacher's website (christopherfotis.com). Lessons will be held virtually when possible and scheduled based on mutual availability. Valid on 30-minute sessions; no contract required. Limit one session per week. Upgrade to a 60-minute session for 75% off the standard rate; PWYC offering is not expected but appreciated for 60-minute sessions. PWYC offering or payment should be made 24 hours before the service. PWYC is modeled to accommodate all budgets without bias, and allows the consumer to evaluate the worth of the service rendered within their financial means to pay. For reference only, New York City minimum wage is set at \$15 per hour, and voice lessons typically range from \$10-\$35 per every 30 minutes of instruction based on region and qualification of the teacher.
- SCHOLARSHIPS: For new studio members or existing members between contracts only. Valid for the date, length and services specified in the application. All applicants who are not scholarship recipients are eligible to receive an exclusive discount during the same time frame. Scholarship lessons are to be scheduled on a weekly basis only.
- TESTIMONIAL BONUS: Studio members who have been in the studio for at least three (3) months may exchange a testimonial statement for service credit in the amount of 60 minutes. Applicable on any service(s). May be transferred/gifted, if desired. Subject to 6 month expiration. May be submitted once annually. Email Christopher for instructions.

REPERTOIRE POLICY: For studio members who are contracted to work on assigned repertoire: the teacher reserves the right to assign repertoire as best fit for the vocal stability and advancement of the studio member. There is no guaranteed amount of repertoire; rate of progress is unique to each studio member. The teacher makes special considerations when selecting repertoire regarding technical skill, subject matter as well as preferred genre. The studio member should remain receptive, honest and upfront about their assigned repertoire in case replacement selections need to be made.

Studio members are recommended to keep their assigned repertoire printed and in a binder (with a pencil), or use a tablet with an app designed to read and make notes to musical scores (usually in PDF format). The studio members may work at their own pace, but should show signs of progress. There are many facets to learning a song well. If extra assistance is needed learning any assigned repertoire, a boost-session or coaching is ideal.

If studio members recommend repertoire, it is their responsibility to supply the teacher with a clean and easily legible score so the teacher can evaluate the repertoire. It is also possible that the teacher owns the musical score already.

ACCOMPANIMENT POLICY: Accompaniment is useful for most coachings and the latter portion of a voice lesson. The teacher is not responsible to provide or acquire accompaniment for any assigned repertoire or coaching material. There are many platforms to acquire live-recorded accompaniment tracks from working pianists. There are also mobile applications, websites, albums and online videos where accompaniment can be used or purchased.

If the studio member wishes to have a live pianist during their lessons, it is their sole responsibility to hire and compensate the pianist, as well as share any repertoire in a time manner. Contact the teacher if guidance is needed acquiring accompaniment or finding a pianist.

RECORDING POLICY: Studio members are encouraged to audio record their lessons for later review and practice. It may also be a nice way to track progress over long periods of study. If studio members choose to record, they must expressly announce when they are going to begin and finish recording. Recordings should be used for private purposes only, and never shared with others or posted online without written permission from the teacher.

Virtual lessons will usually be hosted on Zoom, which has a video recording feature. Should a studio member taking virtual lessons on Zoom like to video record their lesson, they must also announce their intentions to begin and finish the recording. The teacher is also able to record Zoom lessons if the studio member requests it, upon which a share link to download will be forwarded.

ZOOM TECHNOLOGY POLICY: Studio members taking virtual lessons on Zoom should adhere to the following audio settings as closely as possible. These instructions may only be possible on desktop versions of Zoom. External wired headphones or external microphone are recommended, but not required. Test all audio before calling, and message the teacher if you have any questions.

- 1. Open Audio Settings
 - a. <u>Uncheck</u> "Automatically adjust microphone volume"
 - b. <u>Level Microphone</u> "Input volume" between 75%–90%
- 2. Click "Advanced" at the bottom right
 - a. <u>Check</u> "Show in-meeting option to "Enable Original Sound" from microphone"
 - b. <u>Disable</u> "Suppress Persistent Background Noise"
 - c. <u>Disable</u> "Suppress Intermittent Background Noise"
 - d. Auto "Echo Cancellation"
 - e. Close the audio settings
- 3. <u>Toggle</u> the "Original Sound" button on the video call screen until it reads "Turn off Original Sound"

<u>REFUNDS AND TERMINATION POLICY</u>: The teacher understands that voice lessons may not be for everyone, and will attempt to help every studio member choose the best plan when joining the studio. No refunds will be given for redeemed services. Expired services that are paid for are eligible for a partial refund of 50% of the rate if the studio member <u>requests</u> it. See below for early contract termination policies:

• Studio Member:

If the studio member wishes to terminate their contract early, a fee of 15% will apply for all unused services whether paid or unpaid. The fee is not to exceed \$300, and should be paid within two (2) weeks of termination. After fees, all surplus payment will be refunded in full. Notice of intention of termination should be communicated through email.

• Teacher:

If the teacher finds mutual agreement that studio placement is not a good fit for the studio member, the teacher will offer full refund of any unused services that are paid for during an active contract. If irregular attendance or untimely payment become an ongoing issue, and modifying the contract with a schedule change or extended absence does not resolve irregular attendance or untimely payments, the teacher reserves the right to dismiss a studio member from the studio, resulting in a full refund of any unused services, beyond cancelled lessons, that are paid for during an active contract. The teacher also reserves the right to dismiss a studio member due to misconduct, resulting in full refund of any unused services that are paid for during an active contract.

STANDARD RATE POLICY: The standard rates of the teacher are based on their credentials and amount of labor/time required per service during and outside of the meeting time(s). While the teacher may offer a variety of discounts or promotions, the teacher reserves the right to increase their standard rates at any time. Increase of rate does not apply to pre-existing contracts, but would be applied to any subsequent contracts. The teacher's rate does not include nor cover costs related to renting studio space, teaching equipment/supplies, transportation, musical scores or other related expenses.

RENTAL SPACE POLICY: The teacher is equipped to teach virtually, or from their home office at no additional cost to them or the studio member. If a rental space is acquired by the teacher and the studio member attends their lesson, the teacher assumes full financial responsibility for the rental space. Should the studio member not attend their lesson due to absence or cancellation, and the teacher is unable to acquire a full refund, the teacher reserves the right to charge the studio member a fee of 50% of their booking expenses, not to exceed \$10.

<u>HOLD-HARMLESS AGREEMENT</u>: This release of liability applies to you as well as any of your children, personal representatives, heirs, spouse and next of kin.

You understand and voluntarily assume all risks inherent in the nature of studio services as well as unforeseen risks of personal injury, emotional distress, death or property damage and you waive and release all claims, costs, liabilities, expenses and judgements against Christopher Fotis arising out of your participation or your child's participation in studio services.

You agree that Christopher Fotis is not responsible for personal items (including instruments and cell phones) broken, brought or left at any teaching facility or event (including but not limited to recitals, performances, etc.).

You agree that you will be held financially liable for any damages made by you as well as any of your children, personal representatives, heirs, and next of kin to rented property and/or property belonging to Christopher Fotis.

You authorize Christopher Fotis in a medical emergency to seek emergency medical assistance at your expense. You give Christopher Fotis permission to authorize emergency medical personnel to carry out such emergency diagnostic and therapeutic procedures as may be necessary for you or your child, and also permit such treatment procedures to be carried out at, and by local hospitals for your or your child in the event of an emergency. You understand that any medical expenses will be billed directly to you or your insurance company.

You agree not to hold Christopher Fotis responsible for injuries or accidents in connection with studio services on or off-site. You hereby release, discharge and agree not to sue Christopher Fotis for any injury, emotional distress, death or damage to or loss of personal property arising out of or in connection with your or your child's participation in any lessons or events from whatever cause.

In consideration for being permitted to participate in studio services, you hereby agree, for yourself as well as any of your children, personal representatives, heirs, spouse and next of kin, that you shall indemnify and hold harmless Christopher Fotis from any and all claims, demands, actions or suits arising out of or in connection with you or your child's participation in any studio services or events.

By signing this document, you understand that you may be found by a court of law to have forever waived your and your spouse and/or children, personal representatives, heirs, and next of kin, right to maintain any action against Christopher Fotis and any related party herein, and that you have assumed all risk of damage, loss, personal injury, emotional distress, or death to yourself, your spouse and/or children, personal representatives, heirs, and next of kin, and agreed to indemnify and hold harmless Christopher Fotis.

You have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived your right to do so. You knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.