

# WAUKEGAN PARK DISTRICT

## Private Music Lesson Credit Card Reoccurring Payment Agreement

Terms of Lesson Participation Initial \_\_\_\_\_

I understand that lesson participation is continuous and requires no annual renewal. Participation may be cancelled at any time by providing an in-person, written and signed notification of intent to cancel fourteen days prior to the last intended lesson. I agree to abide by all rules and guidelines of the Waukegan Park District (WPD) and Jack Benny Center. I understand that lessons/program rates are subject to change (given a thirty day notice) and I agree to abide by these changes. I understand that other costs associated with the facility are subject to change without prior notice. I understand that my participation may be terminated if I am in violation of any rules or procedures; or conduct myself in a manner deemed inappropriate. **I understand that I am bound by the terms of this agreement unless cancelled in writing within seven days after acceptance or otherwise provided by law.**

Payment (Non-Payment) Initial \_\_\_\_\_

Participants will be required to pay at registration for all lessons occurring in the first 28 days. Participants will be required to provide future payment information through an approved credit card account. Future payments will be made through Electronic Funds Transfer (EFT). Future payments will cover the next 28 days or until the next billing cycle. Payments will occur on the first Tuesday of the month or up to five business days after. It is the participant's responsibility to ensure they have adequate funds in their account to cover these transactions. If a payment does not "clear" and the WPD does not receive payment, the park district will attempt to contact the participant for collections. The lessons will be placed on "Hold". If a participant has any "Denied" payments or an invalid account payment for **two times in twelve consecutive months**, in which the WPD does not receive payment, the lessons will be terminated and the participant will not be entitled to a refund. A \$5 administration fee will be charged if payment is "Denied". Participants will be held accountable for any unpaid fees upon or subsequent to termination. Please update your account information with us at any time. Participant may not register for any other program until fees are paid in full.

Cancellation Initial \_\_\_\_\_

It is agreed that a participant may cancel their lesson/class from the WPD by giving in-person written notice of intent to cancel fourteen days prior to the last intended lesson. All accrued dues, penalty charges, and other charges for which the participant may be liable are due at the time of cancellation. If the participant, because of death or disability, is unable to use or receive service the participant, or estate as the case may be, shall be liable for only the portion of the charges allocable to the time prior to death or the onset of disability. The WPD shall in such event have the right to require and verify reasonable evidence of such death or disability. Any refund that may be due will be calculated on the next scheduled billing date and will be processed within 7-14 business days from that date in accordance with our Accounts Payable schedule. We reserve the right to charge a \$10 fee for cancelling from the lesson/class.

Automatic Cancellations Initial \_\_\_\_\_

After three missed lessons with no communication with Jack Benny Center Front Desk or Management Staff, lessons will be cancelled. When lessons that have been paid for are cancelled, the money is transferred to the scholarship fund, and lesson time slot is lost. There is no refund given.

Attendance and Credits/Make up Lessons Initial \_\_\_\_\_

Parents/Students should call the Jack Benny Center at 847-360-4740 if the student will be absent. If a call is not made 24-48 hours before your lesson, it may be considered an unexcused absence by the instructor. If the student misses a lesson, the instructor determines whether or not a credit is owed (excused or unexcused absence) credits may be issued if a lesson cannot be made up by the instructor. **Instructors are independent contractors; please review their practices/policies with the instructor**, instructors are required to make a reasonable effort to make up lessons or classes that they have missed. In certain circumstances, if the lesson cannot be made up, approval may be given for a pro-rated fee which would be accounted for in the next month or a refund. You must see the music lesson supervisor for all credit inquiries and approvals.

Participation Agreement Initial \_\_\_\_\_

I acknowledge that, before I signed this agreement, I had the reasonable opportunity to examine it. I acknowledge that I have been given, agree to, and understand the Waiver and Release, and that this agreement is not valid unless accompanied by a signed waiver and release.

I have received a copy of this agreement. Initial \_\_\_\_\_

Staff reviewing:

Date:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Individuals over the age of 18 must sign this agreement. A Parent/Guardian must sign this agreement if the participant is under 18.