

# gramercy music academy

## Terms & Conditions

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Effective Date: January 28<sup>th</sup>, 2026

Gramercy Music Academy  
3914 Gramercy Street, Suite B  
Houston, TX 77025

These Terms & Conditions ("Terms") govern all lessons, classes, ensembles, rehearsals, workshops, camps, recitals, events, and related services provided by Gramercy Music Academy (the "Studio," "we," "us"). By enrolling a student, scheduling lessons, and/or paying tuition, the account holder ("you," "Client," "Account Holder") agrees to these Terms.

### 1. Definitions

- "Lesson": A scheduled instructional session (private, semi-private, or group).
- "Recurring Lesson Slot": Your standing weekly day/time reserved for ongoing lessons.
- "Billing Date": The 1st day of each month (or the next business day if the 1st falls on a weekend/holiday).
- "Tuition": Monthly payment that reserves your recurring lesson slot and enrollment.
- "Timely Cancellation": A cancellation submitted at least 24 hours before the lesson start time using an approved method.
- "No-Show": Failure to attend a scheduled lesson without a timely cancellation.
- "Make-Up Lesson": A replacement lesson scheduled by the Studio subject to availability and the limits in these Terms.

### 2. Enrollment & Account Responsibility

The Account Holder is financially responsible for all charges on the account, regardless of who attends lessons. Enrollment is not confirmed until the Studio has (i) completed registration information, (ii) a valid payment method on file, and (iii) your acceptance of these Terms.

### **3. Tuition Model (Flat Monthly Tuition)**

The Studio charges flat monthly tuition for ongoing weekly lessons. Tuition reserves a recurring lesson slot and covers instruction plus scheduling and administrative support. Tuition is not a pay-per-lesson arrangement and does not change based on the number of weeks in a month.

### **4. Billing, Autopay, and Payment Authorization**

Monthly tuition is charged automatically on the Billing Date (the 1st of each month) to the payment method on file. By enrolling, you authorize the Studio to process recurring monthly charges until your enrollment is properly cancelled under Section 11.

Accepted payment methods include credit/debit card (and any other methods the Studio may make available).

#### **4.1 Failed Payments and Past Due Accounts**

If a payment fails, you agree to promptly update your payment information. The Studio may reattempt processing. The Studio may pause lessons and restrict scheduling access if an account becomes past due.

Late fees: \$10 after 7 days past due.

### **5. Fees and Price Changes**

Tuition and fees may change with at least 30 days' notice. Continued enrollment after the effective date of a price change constitutes acceptance of the updated pricing.

### **6. Attendance, Cancellations, and Make-Up Lessons**

#### **6.1 Approved Cancellation Methods**

To be eligible for a make-up lesson, cancellations must be submitted at least 24 hours before the lesson start time using an approved method. Approved methods include the Studio's official scheduling system and written email notice to the Studio's published email address. Messages sent only to an instructor (personal text, social media, etc.) may not count as official notice.

#### **6.2 Timely Cancellations (24+ Hours)**

If you cancel with at least 24 hours' notice, you are eligible for a make-up lesson subject to instructor availability and the limits below.

#### **6.3 Late Cancellations and No-Shows**

Late cancellations (under 24 hours) and no-shows are forfeited and are not eligible for make-ups, credits, or refunds.

#### **6.4 Make-Up Lesson Rules**

- Make-up lessons are subject to instructor and room availability and may require flexibility (different day, time, and instructor).
- Make-up lessons must be completed within 90 days of the missed lesson date or they expire.
- Maximum of two (2) make-up lessons per student per calendar month.
- Make-up lessons have no cash value and are not redeemable for refunds.

## 7. Instructor Cancellations

If the Studio or an instructor cancels a lesson, the Studio will provide one of the following: (i) a make-up lesson, (ii) a substitute instructor lesson when available, or (iii) a credit applied to the account (at the Studio's discretion).

## 8. Holidays and Studio Closures

The Studio observes major holidays and may close on the following days (or the nearest observed date):

- New Year's Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Day
- Late Pickup:

Because tuition is billed as flat monthly tuition to reserve your recurring slot, holiday closures do not automatically result in refunds.

## 9. Tardiness

Lessons begin and end at the scheduled time. If a student arrives late, the lesson will still end at the normal end time to respect the next student. If an instructor is late, the Studio will extend the lesson when feasible or provide a make-up/credit for time lost.

### 9.1 Late Pickup/ Early Drop Off

- Late Pickup: Students must be picked up promptly at the end of their scheduled lesson. A late pickup fee of \$20 will be charged for pickups more than 15 minutes past the lesson end time. Fees may accrue until the student is picked up.
- Early Drop Off: Students should not arrive more than 15 minutes before their scheduled lesson time unless prior arrangements have been made. Early drop-offs without approval may result in an early drop-off supervision fee of \$20.
- Billing: Late pickup and early drop-off fees will be added to the student's account and are due with the next billing cycle.
- Repeat Occurrences: Repeated late pickups or early drop-offs may result in additional fees or changes to scheduling privileges.

## 10. Pausing Attendance (Paid Hold; No Make-Ups During Pause)

The Studio may allow you to pause attendance for travel or other reasons while continuing to pay monthly tuition as normal to hold your recurring lesson slot.

During a paid pause, the recurring slot remains reserved; however, lessons missed during a paid pause are forfeited and are not eligible for make-ups, credits, or refunds.

## **11. Termination of Ongoing Lessons**

Enrollment continues month-to-month unless cancelled in accordance with this section.

To stop billing for the following month, the Studio must receive written cancellation notice no later than the 20th day of the current month.

Example: To stop billing effective for April, notice must be received by March 20. Notices received after the 20th will take effect at the end of the next billing cycle.

Cancellation requests must be submitted through the Studio's official scheduling system or via written email notice to the Studio's published email address.

## **12. Lesson Location and Online Lessons (If Offered)**

Lessons may be in-studio and/or online (if offered). For online lessons, you are responsible for a stable internet connection and appropriate device setup. Client-side technical issues that prevent instruction may be treated as a late cancellation/no-show.

## **13. Materials, Instruments, and Equipment**

Students are responsible for having appropriate instruments and supplies as recommended by the instructor (e.g., books, binder, metronome, apps, strings/reeds).

If Studio instruments or equipment are used, you agree to treat them with care and follow staff instructions.

## **14. Student Conduct and Safety**

Respectful behavior is required from students and families toward instructors, staff, and other students. The Studio may suspend or terminate enrollment for disruptive, unsafe, or inappropriate conduct.

## **15. Drop-Off / Pick-Up Policy (Minors)**

Students must be picked up promptly at lesson end. The Studio provides a 30-minute grace period after the scheduled lesson end time.

After the grace period, a supervision fee of \$25 per 30 minutes (or portion thereof) may be charged until the student is picked up.

The Studio is not responsible for students outside scheduled lesson times beyond reasonable supervision standards.

## **16. Recitals, Events, and Additional Fees**

Recitals, ensembles, camps, workshops, and special events may have separate fees, schedules, and policies. Participation may require accounts to be current and in good standing.

## **17. Photo/Video/Audio Release (Opt-In Only)**

The Studio will not use a student's (or family's) photo, video, or audio recordings for promotional purposes unless the Account Holder opts in via a separate written release.

## **18. Refunds and Chargebacks**

Tuition is non-refundable once billed, except where required by law or where the Studio determines a refund is warranted in its sole discretion. Missed lessons are handled via the make-up policy above and do not result in refunds.

If you initiate a chargeback without first contacting the Studio to resolve the issue, the Studio may suspend lessons and require future payments via alternative methods.

## **19. Liability and Personal Property**

Music instruction may involve minor physical risk (e.g., repetitive motion discomfort). You agree to follow instructor guidance on technique and posture.

The Studio is not responsible for lost or stolen personal property on premises.

## **20. Force Majeure**

The Studio is not liable for interruptions caused by events beyond its control (severe weather, power outages, public emergencies, government orders, etc.). When feasible, the Studio may offer online lessons, rescheduling, or other accommodations.

## **21. Governing Law and Venue**

These Terms are governed by the laws of the State of Texas. Venue for disputes shall be Harris County, Texas, unless otherwise required by law.

## **22. Severability**

If any provision of these Terms is deemed unenforceable, the remainder will remain in effect.

## **23. Changes to These Terms**

The Studio may update these Terms with notice of material changes. Continued enrollment after the effective date of an update constitutes acceptance.

## **24. SMS**

By opting into SMS from a web form or other medium, you are agreeing to receive SMS messages from Gramercy Music Academy. This includes SMS messages for customer care, marketing. Message frequency varies. Message and data rates may apply. See privacy policy at

<https://gramercymusicacademy.com/wp-content/uploads/2026/01/Gramercy-Music-Academy-Privacy-Policy.pdf> ... Message HELP for help. Reply STOP to any message to opt out.

## **24. Acknowledgement**

By enrolling and/or paying tuition, you acknowledge that you have read, understood, and agree to these Terms & Conditions.