



## 2016-17 NJYS ENSEMBLE ACCEPTANCE CONTRACT

**By initialing electronically, I agree that I have read and understood the below contract.**

**Submission of the contract by paper is not necessary.**

The student and the parent or legal guardian of the student enrolled (hereafter “the undersigned”) agrees that this Contract between the Wharton Institute for the Performing Arts (hereafter NJYS), and the undersigned covers the concert season beginning September 1, 2016 and ending June 30, 2017. 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. By signing this you understand that you may cancel this Contract in writing or via email, without penalty, on or before September 1, 2016.
2. You agree to pay NJYS the required non-refundable tuition fee.
3. Tuition is due and payable by July 15, 2016; payment plans are available, see #6 below. 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. You agree pay tuition in full, or make timely payments on your payment plan. Should you not pay, the student may be excluded from rehearsals and performances. If you need to change your payment plan to accommodate unforeseen circumstances, please call Student Services (908-790-0700) to let us know in advance.
5. You understand and agree that upon submitting this contract you are obligated to pay tuition for the full season regardless of your payment agreement. After September 1, 2016, there will be no refunds issued. No portion of tuition paid or outstanding will be refunded or cancelled, regardless of the reason for the student’s departure.
6. Payment Plans are available. Should you choose to be enrolled in a Monthly Payment Plan, you are responsible and obligated to pay the tuition for the full season. After September 1, 2016, no portion of such tuition paid or outstanding will be refunded or cancelled, regardless of the reason for the student’s departure.
7. By signing this agreement, you consent to obey all rules posted or printed on materials at the NJYS facility and at concert venues, rehearsals and/or other officially sanctioned NJYS venues being used for a WIPA event. This includes concert halls which may, by contract with NJYS, expressly forbid any recordings or photographs on the venue premise.
8. You agree that, if the student named above violates the rules and regulations of NJYS, **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.
9. By signing 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 Wharton Institute website, and in other communications. No names will be associated with photographs without consent.

All photographs, audio recordings, and video recordings of concerts, ensemble rehearsals, special events, and concerts are and will remain the sole property of NJYS.

10. By signing this agreement and adding your name to the carpool question online, you consent to NJYS distributing your telephone number and town of residence to other parents in your child's ensemble for possible car-pooling.
11. The undersigned agrees to indemnify, release and hold harmless the Wharton Institute for the Performing Arts, 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 Wharton, its agents, representatives, or employees. The undersigned further agrees to hold harmless and indemnify Wharton against damages to Wharton property caused by the student named above. In addition, the undersigned agrees to indemnify and hold harmless Wharton against damages or injury caused to another person by the student named above on NJYS premises or at NJYS events.
12. We recommend that you include your child's instrument on your homeowner's or renter's insurance if it is not already separately insured. NJYS is not responsible for damage to your child's instrument.

***\*Attendance Policy for Rehearsals and Performances***

All rehearsals, dress rehearsals, concerts and events on the calendar are mandatory. By signing this agreement the student and parent agrees to a commitment of attending every rehearsal, concert and event on the season calendar. Students are allotted 2 absences per concert period in case of unavoidable situations including illness or emergencies. Any known absences must be submitted by a parent or guardian two weeks prior to the absence, via the absence notification form located online in the FORMS section, or in the NJYS building. Any more than 2 absences will be reported to the conductor for review.

The final 2 rehearsals prior to a concert are considered dress rehearsals and are mandatory. Failure to attend the mandatory rehearsals may result in dismissal from the program.

Concerts and sound checks are mandatory. Sound checks take place at the concert venue on concert day, at least 2 hours prior to the start of the concert. All students must be available for the sound check. Aside from the winter, spring and community concerts the students will also participate in our annual fundraising concert, Playathon. The Playathon Dress Rehearsal will take place on Friday, March 31 from 6-9 pm, and the performance will take place on Sunday, April 2.

Students must arrive 15 minutes prior to the start time of all regular rehearsals to allow for appropriate warm up time. Any last minute absences or tardiness on the day of rehearsal must be called in to 908-771-5544. The absence form must be filed after the absence. All other absences must be submitted at least 2 weeks prior to the rehearsal.

**Please refer to your student handbook for the full attendance policy.**

New Jersey Youth Symphony  
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New Providence, NJ 07974