

# MILESTONES MUSIC

www.MilestonesMusic.net

## Terms and Conditions

### The Short Version:

We don't charge by the lesson. Monthly tuition is paid on the 1<sup>st</sup> of the month and reserves a weekly half-hour slot in the teacher's schedule. If you're paying through the website, it's \$129/month: it's not more on the months you get 5 lessons or less on months where a holiday lands on your lesson day.

You can't drop off kids at your teacher's house or let friends and siblings wander around unattended during the lesson. We audio record everything and put student videos on the web. We don't offer refunds, but if you need to cancel, we'll always do what we can to find you another slot that week. You get a \$10/month refund for each family referred.

### The Boring Version:

Violation of any of the following can result in immediate discontinuation of lessons without refund, at the teacher's discretion.

### Payment

Tuition is \$129/month for students using PayPal auto-pay and is due on the first of the month. An additional \$10 processing fee is added for all other payment methods. Tuition reserves a specific weekly half-hour slot in the teacher's schedule. Milestones does not charge more for months where students receive five lessons. Instead of paying tuition for a weekly slot, students can purchase individually-scheduled instruction time at \$50 per half hour.

### Cancellation and Rescheduling

For lessons cancelled by a teacher, students receive a prorated refund on the following month's tuition. Our teachers feed their families at this job and can't just eat less on the months that their students get caught in traffic or have school plays, so Milestones Music does not reimburse students for lessons cancelled or missed by students. Teachers will make a reasonable effort to reschedule a lesson for a different time within the same week. If a mutually agreeable reschedule time cannot be found, the lesson will be forfeited without credit. When a student changes times or cancels a lesson in advance, that time slot is made available to other students without compensation to the original student.

### Refunds

Payments for lessons are non-refundable, but are transferable to other students within the immediate family. If a student decides to stop taking lessons before the end of the month, the remaining credit will remain on the account for future use.

### Holidays

Milestones teachers do not teach on the following holidays. Membership fees are not affected.

Valentine's Day	Easter	Mother's Day	Independence Day
Halloween	Thanksgiving	The week of Christmas	

### Supervision

All students, siblings and guests under 18 must be accompanied and *very closely* supervised by an adult at all times in the same room as the minor. An adult must accompany the student in the studio at least before and after the lesson. The adult must also remain on the property for the lesson unless the student is able to transport him/herself during or after the lesson in case of emergency.

### Privacy

All videos, pictures, and products produced at a Milestones Music studio are property of Milestones Music. Events hosted by Milestones Music may be publicly promoted, including the names and photos of the performers. Milestones Music reserves the right to use student and family photos, communication, and likenesses on promotional and other materials unless specifically prohibited in writing in advance. Milestones Music reserves the right to record video and/or audio of all lessons.

### Discounts and Promotions

All families will receive a \$10/month discount for each family referred to Milestones, for as long as the referred family continues lessons. Siblings of the original student also receive a \$10/month discount. New students may receive a full refund if they notify Milestones Music before the third appointment that they no longer wish to continue lessons.

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_/\_\_\_\_/2015  
Date

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### **Explanations:**

Just in case you enjoy lengthy policy documents or you so appreciated the beautiful prose of the terms and conditions, here are the true stories and reasons behind the policies. Every rule has a name; the student(s) who made it necessary to create a policy. We're just music teachers who just want to teach music, but sue-happy people find a way to complicate even music lessons! The names have been changed, honestly, just to protect us from getting sued. We think you'll be entertained.

### **We can stop lessons at any time for any reason**

Not all families or students are a good fit. We don't want to do this job if we're not excited about our work and really feel we're making the biggest difference possible with students who are the best fit. When, after a couple months of lessons, Emily's very likeable child refused to attempt any notes in the lesson and openly hated playing, there was nothing left to do in the lesson except talk video games. Great kid. Enjoyable conversation. No hard feelings. But everyone was wasting their time. Sure that Emily would be upset when she realized just how wasted her tuition would be, we explained that there was no actual music happening in the lesson any longer and we recommended some other local teachers that might better inspire her son. The next day her husband threatened to sue us for racial discrimination. We never actually met him, but we assume he didn't know we were the same race. Plus, we're still not sure why he wanted to sue us if he liked us so much he demanded to continue...?!

### **It's cheaper to use auto-pay**

We just want to teach music. Not chase down payments. It costs us way more to chase down delinquent payments or lose the money and, more importantly, the relationship when otherwise normal people get multiple months behind, get embarrassed and just stop showing up or returning our calls. We hate that. We didn't think they were bad people. We just want to teach music. Plus driving to the bank and waiting in line to deposit a single check multiple times in a month is lost opportunity cost. Did I mention we just want to teach music? Too many examples here to list. You can imagine what happened during the very short stint where we allowed students pay at the end of the month! Not good. We hate what money has done to some otherwise great relationships!

### **We charge by the month and don't refund student-cancelled lessons**

We stopped charging by the lesson when we started bringing in other teachers who were trying to support their families with this job. They couldn't ask their families to eat less when Sue decided her son was too tired from soccer practice to have a lesson. And since she consistently waited until the last 24 hours to cancel, her son's teacher didn't have time to fill the spot with students from the cancellation list. When we explained the teacher's situation to her, she explained her son "didn't handle stress well" and his disability made it illegal for us to demand payment for a lesson he was unable to attend. She seemed less sympathetic for the stress the teacher's kids might have from the lost income or ability to make money during her son's weekly slot.

### **Students may choose to purchase instruction time at \$50 per half hour for individually-scheduled lessons.**

Alex wanted Thursday lessons at 3:00, but not every week. When new students wanted to schedule the Thursday 3:00 slot on a weekly basis, they were less than impressed that the schedule said it was open, but not this week or three weeks from now, but it would be open semi-regularly starting in a month. When we finally scheduled a regular lesson in the slot, Alex was less than forgiving. For all we can tell, disgruntled clients are happy to accuse any randomly fill-in-the-blank discrimination. Nothing surprises us anymore.

### **When a student moves or cancels a lesson in advance, that time slot is made available to other students without compensation to the original student.**

Jenny cancelled her lesson a week in advance because they'd be out of town. When another student we'll call Adam had a dentist appointment and needed to reschedule, we offered him Jenny's spot. When Jenny's plans didn't work out, she demanded her spot back. We offered her 5 other spots and tried to find another spot for Adam, but when no one could budge, we gave it to Adam. We never got the promised phone call from Jenny's brother, who she said was a lawyer.

### **If a student decides to stop taking lessons before the end of the month, the remaining pro-rated credit will remain on the account for future use.**

We don't sell multiple months of lessons at a time because we want students to feel free to leave whenever they're not getting what they want out of the lessons. Since we want teachers to be able to budget for the month and not ask them to pay part of their paycheck back at the end of the month, we guarantee they can keep the money they're paid as long as they agree to provide the amount of lesson time they promised.



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**Milestones teachers do not teach on a few holidays. Membership fees are not affected.**

We only take off the holidays that students historically cancel on any way. We hate to have our teachers cancel their own family holiday celebrations if only 1 or 2 of the students are going to ending up showing up. Since each student picks up a 5th lesson every few months, students actually save money throughout the year by paying the same amount each month regardless of the number of lessons. So the students get to save money and the teachers get to keep a consistent income and the accountant doesn't have to calculate a different rate for each student for each month. Win win win!

**All students, siblings and guests under 18 must be accompanied and *very closely* supervised by an adult at all times in the same room as the minor.**

So far, this is actually less because of law suit threats and more for actual safety. Unbelievably, the following are all true stories: A student choked on a peppermint before his lesson while being "supervised" by the parent who was busy watching TV. Another kid interrupted his sibling's lesson because he was choking on a handful of marshmallows he had stolen out of his teacher's pantry. Of course, he had also taken plenty of other food taken that wasn't Heimlich-ed out while his mother was busy on the phone. Another student had a sibling who caused water damage in the kitchen by leaving the freezer door open after rummaging through the kitchen while her parent checked email on the iPad. A few different "supervised" students and siblings have been found playing in a teacher's kid's room with their toys and marking in their books and other toys and walls.

**An adult must accompany the student in the studio at least before and after the lesson. The adult must also remain on the property for the lesson unless the student is able to transport him/herself during or after the lesson in case of emergency.**

Aside from all the reasons listed for parental supervision, we've also had issues with parents dropping off students just before the lesson, running errands, and picking them up shortly after. For example, James, after returning to the studio from the grocery store, was upset to discover that his child was "allowed" to eat handfuls of candy after the lesson while in the waiting area. There is also free wifi for student iPods/tablets and even a computer for students. While your child may be savvy enough to avoid the more deplorable offerings of the internet, neither you nor we know what the people will be surfing in the waiting room before and after your child's lesson. It's probably best if you're there to enforce your standards for your kids.

And then there was Joanne, who sent her son with a relative who was available to wait in the waiting room only because he was out on probation. While we're not allowed to say what brought his charges, we can say it wasn't insignificant. We only vet the other adults as harshly as we vetted you: not at all. We have no idea the background of the people who will be in the waiting room when your student arrives.

There have also been situations in which a teacher has gotten news of a family emergency in the middle of a lesson and had to leave immediately. If a student is dropped off, the teacher would have to choose between (1) the safety of leaving the student outside and (2) the importance of the family emergency. We don't recommend you bet your teacher's love for your kid's safety against their love for their own.

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Jacki seemed excited to be able to share her progress with her family through the Milestones YouTube page, but when she decided she was going to become famous by starting a vocal career she said we had to remove the videos unless we wanted to face a lawsuit for "exploiting". As far as we can tell, that's not even a thing. Apparently she felt she could sue for any random verb...? We shouldn't have to, but we would have been happy to remove the videos even without the drama. Sheesh!

**Milestones Music reserves the right to record video and/or audio of all lessons.**

Recording videos allows students to share their progress with friends and family around the world and recording the whole lesson allows students to review throughout the week what was said in the lesson. Plus, those recordings, along with notes on each student, have protected us legally on more than one occasion.

Most students have been only a delight to work with and we're getting better at keeping only students that are a good fit for us: they like how we do what we do and we look forward to seeing their names on the schedule each week. It's always the few anomalies who find new ways to require more stupid rules, but as a whole, we really enjoy the people we are fortunate enough to work with each and every day.