

**TERMS AND CONDITIONS FOR ACCOMPANIMENT SERVICES 2019**  
**ALLISON VEST, BSM**

**GENERAL TERMS OF SERVICE**

This document constitutes a legally binding agreement. This contract will continue in force for the entire duration of the requested accompaniment service or package and until all contractual obligations have been met by both parties including services rendered and payments received. You, the Client, agree to all the Terms and Conditions as described below in order to receive your requested accompaniment services. Changes or cancellations of services made after entering into this agreement are subject to the policies outlined below. Allison Vest reserves the right to refuse service at any time with or without notice under any circumstances where the Client fails to uphold contractual obligations or the ability of the Client to comply with the Terms and Conditions For Accompaniment Services is deemed problematic or impossible. Allison Vest also reserves the right to change the policies outlined below at any time with or without notice. This document supersedes any and all other documents related to the Terms and Conditions for Accompaniment Services.

**CODE OF CONDUCT**

The Client is to maintain a professional and amicable demeanor at all times and must communicate in the same manner. Clients who demonstrate unruly behavior, ill-temperament, vulgarity, disrespect, who engage in inappropriate conversation or behavior, or who become verbally abusive will have their contracts terminated immediately and, in severe cases, your behavior may be reported to the proper authorities. All Clients are also expected to adhere to the Code of Conduct outlined by their university or organization. Rules regarding dress, grooming, hygiene, and behavior will be upheld.

**PAYMENT METHODS**

The following forms of payment are accepted: Cash, Check, Money Order, Credit/Debit Card, PayPal®, and Venmo®

**LATE PAYMENTS**

A \$10.00 late fee will be assessed for every week payment is late until the full payment is made. After two weeks, I will suspend accompaniment services until full payment is made. If payment is four weeks late, I will terminate the contract. If this contract is suspended or terminated, you will still be obligated to pay the full amount owing plus late fees. Your teacher will also be notified concerning your delinquency and any action that I am taking to collect the debt. If you have a past due balance, I will not play for your jury or recital until the amount owing is reconciled. I reserve the right to use legal debt collection methods including attorneys, debt collection agencies, or claims court to settle an outstanding balance. You are hereby notified that you are financially responsible for any and all legal and attorney fees resulting from debt collection efforts. *I understand that sometimes "life" happens. If so, let me know so we can work out an arrangement.*

**RETURNED CHECKS**

A \$20.00 fee will be assessed for a check returned for non-sufficient funds at which point only cash payments, money orders, or EFT will be accepted.

**TRAVEL FEES**

20-50 miles: \$25.00. 50-100 miles: \$75.00. 100-200 miles: \$300.00. 200+ miles: Full reimbursement of travel costs including, but not limited to: fuel, airfare, car rental, taxi services (or similar), hotel stay, and per diem. The fee will be based upon current rates at time of booking. Any travel fee assessed must be paid in advance as a deposit. Refunds for travel arrangements can be made up to 3 days prior to departure after which the fees are non-refundable and will constitute a cancellation fee. Travel fees involving hotel stays, airfare, or car rental are non-refundable.

**GENERAL REFUND POLICY**

Refunds will not be issued for the following:

Past visits or events, missed appointments, visits or events cancelled at last-minute or without proper notification (this includes any time spent preparing for cancelled events), deposits for service after the specified deadline, and certain travel fees as described in the Travel Fees section.

**STUDENT REFUND POLICY**

Refunds will not be issued for any of the following reasons:

Past visits or events, missed appointments, visits or events cancelled at last-minute or without proper notification (this includes any time spent preparing for cancelled events which include, but are not limited to: Master Classes, Juries, Recitals, Recording Sessions, class drop-out after university withdrawal deadline, academic suspension, university expulsion, any other sudden departure from

*(Continued on Reverse)*

school or classes, and minor physical or emotional illnesses (colds, flu, fatigue, anxiety, stress). If taking an Incomplete grade, the remaining balance will be applied to your next semester of classes. If you do not return to finish the Incomplete, you will not be refunded. If I terminate this contract due to your excessive tardiness and/or unplanned absences, you will still be under obligation to pay for any past appointments and will be subject to the Contract Cancellation policy. The General Refund and Semester Rate Refund policies also apply.

#### **SEMESTER RATE REFUND POLICY**

When deciding to do the Semester Rate and payment option, you are pre-paying for the time and services planned during that timeframe. Unused time or services are not refundable since your advance payment constitutes a reservation for specific times and dates wherein you agree to receive the service. In other words, this is a “use it or lose it” policy and you are responsible to use the time you have paid for. You will not be given a refund at the end of a semester for unused time or missed appointments. The General and Student Refund policies apply as well as the Change In Services and Contract Cancellation policies.

#### **CHANGE IN SERVICES**

Any change to this contract must be made in writing, agreed upon and signed by both parties. Depending on the type of changes made, additional charges may result if more services are required (such as upgrading from a Non-Recital Semester package to a Full-Recital Semester package.) When downgrading or eliminating some services, the Refund Policies apply.

#### **CONTRACT CANCELLATION**

The agreement entered into with this contract specifies that the total duration of the contract lasts for the complete period of the requested service. If you wish to cancel the entirety of this contract after an advance payment has been made and practices have occurred, then 50% of the remaining balance will be refunded back to you. The other 50% will be retained as a cancellation fee for breaking this contract. If no advance payment has been made, but practices have already occurred, a 50% fee of the original requested service will be required as a cancellation fee for breaking this contract. If you wish to cancel this contract without having made a payment or beginning practices, and notice is given in less than 3 days, you will be assessed a \$50 cancellation fee. You may cancel this contract up to a minimum of 3 days before the first visit or event.

#### **EVENT CANCELLATION**

Services for a wedding or other event can be cancelled up to 3 days prior to the requested date of service with a full refund. If services are cancelled with less than 3 days’ notice, you will be assessed a \$50 cancellation fee. Travel Fees and Refund policies apply.

#### **STUDENT COMMUNICATIONS**

**In accordance with campus policy, all official communication will be sent to your student e-mail account.** Statements or other notifications will be e-mailed to you. I may also text and make phone calls. Failure to check your e-mail account does not excuse you from my late payment policy.

#### **MISSED APPOINTMENTS**

I charge for appointments that have been missed or cancelled without prior notice (at least 2 days prior if it is a planned absence). You are obligated to make full and reasonable attempts to contact me (if you are capable of doing so) in the event you will not be able to keep an appointment. You must also not expect your professor to notify me of an absence. If you need to skip an appointment due to an illness arising suddenly, if you have an emergency, or if other priorities interfere, then a makeup appointment can be scheduled for you when it is convenient. If you miss three appointments in a row without prior notice to me, then I reserve the right to terminate this contract (based upon the circumstances of your absences). Likewise, I may also terminate this contract if you incur five sporadic absences in which you failed to notify me. The Refund and Cancellation policies also apply.

#### **TARDINESS**

If you are late for an appointment, you will still be charged the full amount for the time. I will also only wait for 10 minutes past our scheduled time before leaving. If you are late or anticipate being late, you must make full and reasonable attempts to contact me to let me know of your expected arrival time.

#### **MAKE-UP APPOINTMENTS**

Make-up visits will still be charged at full price, but depend upon my availability. I will not make up visits in the evenings, on holidays, or during the weekend.