

# Academy of Art of Highland Park and Gallery Inc.

## Student/Client Agreement Concerning Policies, Terms and Conditions

For Studio Year **2019-2020** and/or Summer Session 2020

*Text in red denotes those few sentences, clauses, words, or punctuation marks that have been changed during the AAHP's current school year/Summer Session. The Student/Student Representative receives timely email alerts indicating any such changes, and detailing the cause/s for such changes.*

This Agreement defines and delimits the relationship between the AAHP and its Client, be it a Student, as represented by him or herself, and/or the Student's Representative, and/or any Guest Student. This Agreement also defines and delimits the relationship between the AAHP and any Guest Student, as well as any other family, friend, or associate claiming to act in his or her own interest, and/or on behalf of the Student's interest or behalf. This document indicates the rights and responsibilities of all parties mentioned within the document. The Student and/or the Student Representative must read and agree to the terms of this document in order to register the Student with the AAHP.

## Definitions of Terms used in this Agreement

**AAHP Services** refers to all actions presented or delivered to Students, their Representatives, and all Student Guests in exchange for tuition and/or other fees and charges, as well as pro bono activities.

**The Academy of Art of Highland Park and Gallery, Inc.** will also be hereby referred to as the AAHP. The AAHP is a licensed corporation under the laws of the state of New Jersey, and subscribes to relevant local, county, state and federal commercial business rules and regulations. Either name may refer to the operation as a whole, or to portions thereof, such as the office, studio and/or company vehicle.

**AAHP Senior staff** refers collectively to that group of AAHP employees that includes the AAHP's Director, Assistant Director, any and all adult instructors, and the Accountant/Bookkeeper. This category does not include consultants to the AAHP, or minors engaged in administrative and managerial operations, and which include the Junior (teen) Technical staff and Junior (teen) administrative staff.

**ArtMobile** refers to the AAHP's commercial vehicle, and may be referred to under either term. The ArtMobile is licensed, registered, and insured as an Omnibus 2 paying-passenger transport vehicle under the laws of the state of New Jersey.

**ArtVentures International Ink (Aii)** refers to the AAHP's Field School, which often operates off-site at other local, regional, national, and international destinations. Aii is not a separate corporation. All Aii matters are AAHP matters, and fall under the terms of this Agreement.

**Guest Student** refers to an individual who is not fully registered as a Student, but who partakes in a free class and/or limited, additional class time, and/or who seeks to partake in any other pedagogical or commercial event hosted by the AAHP.

**Registered Student** is also referred to as Student, and is the individual who is registered for class or program or event at/with the AAHP, and for whom the AAHP is billing and charging directly, or is billing and charging his or her Representative for classes and other agreed-upon services. The Student is referred to as "host Student" whenever bringing another person(s) to classes, or other events sponsored in whole or in part by the AAHP as a Guest Student, whether or not the Host Student announces the matter in advance.

**Prospective Student** refers to an individual who is not yet a registered Student, but who approaches the AAHP to inquire about programs and services, and/or to initiate the registration process after having taken a free class at the AAHP, and/or attend a special event, etc.

**Registration** refers to the registration form available on the AAHP website, and/or to the process of becoming a Student of the AAHP. A completed registration form carries an administrative fee of .50 cents once submitted online.

**Session** ordinarily refers to an 8-week period of classes at the AAHP, unless otherwise noted. All Sessions are slated on the AAHP calendar in advance by the AAHP, and may not be determined by the Student, his or her Representative, and/or any other party. Sessions may, at times, run shorter or longer than eight weeks given holidays and other observances. Student is notified, billed, and charged according to the length of the Session, and not for classes actually taken.

**Student's Representative**, also referred to as the Representative, refers to any adult individual who represent/s the Student under age 18, or who is otherwise unable to represent him or herself. The Representative is the adult who registers the Student, thus becoming immediately responsible for the Student's tuition and other charges to the Student's account, and who is also responsible for attending to the Student's health, safety, wellbeing, and pedagogical matters. In cases where a parent is not the person assuming responsibility for the Student's account while yet remaining the Student's legal guardian, the term Student's Representative will still apply to said parent.

**Studio Year** refers to the ordinary period of classes the the AAHP offers from September to June or July.

**Summer Session** refers to the AAHP's roster of summer courses, normally running from late June through portions of August of any year.

**Volunteer** refers to any individual formally enrolled in the AAHP's program for volunteer program, namely the Volunteers Ixtraordinaire Program (VIP).

## Index

The following topics will be covered in the main body of this Agreement in alphabetical order, along with their relevant subheadings. To quickly find a specific topic, click any of the following words to be linked immediately to that section of the Agreement.

[AAHP Mission & Services / Amendments / Art Library / Attendance, Temporary Interruption of Classes & Withdrawal / Billing / Communications / Comprehensive Safety & Health Protocol and Student Safety Guidelines / Conflict Resolution / Course Requirements / Definitions / Discontinuation of Services / Gallery Services / Guest Student / Hours of Operation / Introduction / Lost-and-Found / Omnibus Services / Parking / Photo-documentation / Portfolio Prep Program \(P3\) / Privacy and Security / Registration / Rewards & Promotions / Special Needs Students & Services / Studio Practice & Etiquette](#)

## Introduction

This document, henceforth also referred to as the "Agreement", and subject to the terminology listed above, under Definitions, contains the policies, terms and conditions that define the relationship between the Academy of Art of Highland Park and Gallery, Inc., (AAHP) and its Student, and/or said Student's Representative, and any Guest Student. Please see definitions, above.

This Agreement remains valid from the moment the Student or his/her Representative registers and signs this Agreement either

- electronically,
- or in person,
- or until the end of the studio year, as posted on the AAHP's online current course/class calendar,
- or until the Student and/or the Student Representative submits a Temporary Interruption Classes/Withdrawal form, available electronically via the AAHP website, or by completing said form on the AAHP premises, and/or until the Student's account is in good order and closed by the AAHP, per the terms of this Agreement.

By registering with the AAHP, the Student and/or Student Representative agrees to the policies, terms and conditions presented in this Agreement, as is, and as updated from time to time, in accordance with this document's amendments procedure, listed below.

## **Amendments to this Agreement**

The AAHP reserves the right to amend this Agreement periodically during the studio year with due written email notification and/or via website posts, advising the Student or Student's Representative of any such amendments.

By signing this Agreement, the Student and/or the Student's Representative agrees to abide by any and all such amendments. Should the Student and/or the Student's Representative dispute any such amendments, he or she enjoys the right to withdraw at such time without penalties, and/or further obligations, other than prompt payment of any fees and charges owed to the AAHP for services already rendered and/or products sold, and/or return of AAHP property on loan.

## **AAHP Mission & Services**

The AAHP is a classical, not recreational, teaching studio, with a field school counterpart. The mission of the AAHP is to fully support and enhance the practitioner's pursuit of deep craft command as artist (please see complete mission statement on the AAHP website). This we do while following the teachings and practices of the great masters of many of the plastic arts of Western culture.

There are two entry requirements asked of our Student: (1) enthusiasm and commitment to study, and to (2) sit for a free one hour class prior to registering. The subsequent requirements for sustained participation under the AAHP are listed throughout this Agreement.

### **The AAHP provides the following 13 services:**

- A. instructional services to its students, starting at age five (or younger, with extraordinary exceptions).
- B. special seminars and presentations (8th Week Explorations)
- C. field studies and outings (local and international)
- D. in-house exhibition services

E. college counseling and preparation through the Portfolio Prep Program

F. professional consultation services

G. leadership and entrepreneurial training through our employment programs for teens serving as Teaching Assistants (aka Coaches), through the Studio Management and Responsive Teaching Trust (SMaRTT) as well as through the Studio Management Leadership Program (SMLP).

H. leadership training for teens through the AAHP's in-house Volunteers Program

I. services for special needs artists

J. need-based scholarships for youngsters from families facing chronic difficulties

K. professional presentations and talks to small groups outside the AAHP

L. collaborations with community-based organizations serving important community needs

M. Art Library of the AAHP

## **Art Library**

The AAHP operates an open-shelf Art Library for Students and Guest Students. Misuse or failure to return library property may result in forfeiture of all library privileges, as well as the issuance of charges to the Student's account for replacement costs.

## **Attendance**

### **Classical Pedagogy**

We teach every individual one-on-one at all times. This classical pedagogy stresses the student's developing level of craft command as unique from that of all other practitioners in the same room.

### **Attending Courses and Classes**

Please note that a **course** is not the same as a **class**. A course may span more than one year if the student attends studio at only the minimum 1-hour per week. Meanwhile, classes for any course take place weekly.

When registering with the AAHP, you can select your preferred weekly class slot (or slots) of your preference, not a course. Your course selection and progression through the AAHP syllabi will be personally tailored just for you through ongoing conversations with our Chief and Senior Instructors. All students new to the AAHP begin with the multi-year foundational Drawing Course.

### **Minimum Class Time per Course**

The student must attend at least one, 1-hour weekly class for any course. The exceptions are: Oil Painting Course, requiring a minimum 1.5 hour weekly class  
Portfolio Prep Program (P3), requiring a minimum of 2 hours/week

### **Additional Courses**

Students taking the foundational Drawing course may, at any time, enroll in any other course/s in order to accelerate and deepen practice. Each course you select will carry its minimum weekly hour(s) of class time. Please note your interests in the text box below.

The AAHP offers following courses and typical course progression:

**Drawing.** This multi-year course covers 11 different media. Note that many of the graphic media and art forms we explore under Drawing also have fuller AAHP courses all their own, such as a Color Pencil course, and Portraiture, for example. Most students, however, then proceed along as follows:

**Watercolors; Inks; Oils; Acrylics; Collage; Fabric Collage; Mural; Sculpture; and Portfolio.**

### **Additional Class Time:**

Student may, at any time, add class hours to his or her existing course/courses during any current Session. To add further class time, Student or Representative hereby agrees to use the AAHP's Student Information Update Form to report the change in advance. The Student's account will be charged for any block of additional class time in half-hour increments once the request is processed. Please note that both set-up and clean-up time are core to the craft of the artist, and count as class time.

### **Decreasing Class Time:**

Student may, at any time, decrease class hours to his or her existing matriculation during any current Session, but not less than the standard one-hour minimum. To decrease class time, Student or Representative hereby agrees to use the AAHP's Student Information Update Form to report the change in advance. Student or Representative then will be charged accordingly, as

of a mutually agreed upon date. No refunds will be issued for previously charged time. Please note that both set-up and clean-up time are core to the craft of the artist, and count as class time.

### **Failure to Attend Class:**

A registered student who fails to attend two or more classes without granting notice to the AAHP, will receive, from the AAHP, an email, and a phone call. If attendance is not clarified at that time, the AAHP reserves the right to grant the seat to another Student. Make-ups will be scheduled for no more than two classes. If Student declines or also misses the make-ups, no refunds will be issued.

### **Inclement Weather Policy:**

The AAHP studio rarely closes during active Sessions due to inclement weather conditions. Student or Representative agrees to call the AAHP office line, and listen to the AAHP recorded phone greeting for last-minute schedule decisions during inclement weather. The AAHP will abide by the forecast and recommendations provided by the National Weather Service at [forecast.weather.gov](http://forecast.weather.gov). If there is no mentioning of the AAHP closing, then the AAHP studio remains open for all regular or select classes, as noted at the time. The student remains responsible for notifying the AAHP and scheduling a make-up due to any weather-related absence.

When inclement weather keeps a Student from attending class, the AAHP reserves the right to provide individual solutions relevant to the situation at hand upon notification from the Student or Representative. Possible solutions may include, but are not limited to, make-up class, or class credit.

### **Temporary Interruption of Classes:**

A Student or Representative files for this status online at any time when he/she expects to temporarily suspend class attendance, but while expecting to return some time before the end of the Summer Session of the current year. Student or Representative agrees to notify the AAHP via the Temporary Interruption of Classes/Withdrawal Form of the intention to not attend classes, as of their chosen date. A service fee of \$15 applies for the failure to notify the AAHP of the Student's impending Temporary Interruption of Classes. The Student may be entitled to a refund for classes not taken; please refer to the AAHP refund policy under Billing, below.

## **Withdrawal:**

Withdrawal is a permanent suspension of classes for the foreseeable future due to, for example, illness, accident, relocating out of the region, etc. Student or Representative agrees to notify the AAHP, as promptly as possible, and via the Temporary Interruption/Withdrawal Form of his or her intention to stop attending classes for the foreseeable future. Notification must be given no later than one week after missing a class. The failure of the Student or Representative to notify the AAHP of an impending withdrawal incurs a service fee of \$15. The Student or Representative may be entitled to a refund for classes not taken; please refer to the AAHP refund policy under Billing, below.

## **Make-Ups:**

Student may not drop-in unannounced for make-up classes; all make-up classes are scheduled in advance and in a mutually satisfactory manner. A request for a make-up must be submitted 24 hours prior to the desired make-up time, either via phone or email. Sunday students requesting makeups for Sunday must submit a request no later than the previous Friday, at 1pm. This will be determined by the date stamp that a message or email was received.

Student or Representative hereby agrees to contact the AAHP office as noted above, and only within the current Session, to request make-up class time. Make-ups for the current Session will not be honored in any subsequent Session. That is, Make-ups will be honored only within the current Session in which the absence occurred. As an example, the AAHP will not honor a make-up in Session III for an absence that occurred in the previous Session II. If Student or Representative fails to make-up for absences within the current Session, the Student or Representative forfeits the make-up and the AAHP will be exempt of any further obligations regarding lost class time, even though that class time may remain billed, and/or payment has been received, and/or is due. If Student faces extraordinary circumstances such as a hospitalization, Student or Representative agrees to discuss options with the AAHP staff as soon as possible.

Student or Representative may request a make-up class by email or phone. It is the responsibility of the Student or Representative to email or call the AAHP to schedule an in studio make-up. A make-up is not considered scheduled until the Student or Representative receives a confirmation from the AAHP. The Student or Representative must inform the AAHP of the exact date of the absence in question, as well as the total hours missed. The AAHP will not initiate research for that data, or perform that research on behalf of the Student or Representative.

The Student or Representative is required to refer to the current course/class schedule on the AAHP website to propose a preferred make-up option. The AAHP staff will not read AAHP course/class schedules over the phone or email details.

A maximum of two make-ups are available per Student per course for a standard eight-week Session.

Make-ups are offered during the special group class presented on the last and eighth week of any eight-week Session (called the 8th Week Exploration), except the eighth week that closes the studio year in June of any year. The Student who scheduled a make-up hour/s during an 8th Week Exploration must partake in the group class for any and all make-up hours; no private studio time or coaching can be offered at such times.

Student forfeits the privilege of make-up classes if his or her account is in arrears, that is, carrying any unpaid balances on his or her account(s).

No more than two exceptions to the make-up policy will be granted to the Student during the studio year, September through June.

The AAHP reserves the right to grant exceptions to its make-up policy based on extraordinary circumstances.

Please note that announcing your intention to make-up a class does not secure your time slot. Your make-up must be formally booked by staff via email or phone before you can show up for your make-up class. A make-up is not scheduled until the Student or Representative receives a formal confirmation by phone from the AAHP office. The AAHP reserves the right to decline a make-up to any Student who arrives without such confirmation.

**Make-ups Required for Certain Holiday Closings:** The AAHP reserves the right to bill for full eight-week Sessions despite interruptions caused by certain major holidays (examples include Thanksgiving, Memorial Day and Labor Day, and the Christmas/New Year's period). In such cases, the Student and/or Student Representative will be asked to schedule make-up class(es). The student can schedule such make-up class(es) at any time, within any Session of the school year, and even complete them in advance of the actual closing. The AAHP will honor such make-ups during that entire studio year (September through June). These make-ups do not count as part of the Student's limit of two make-ups per eight-week Session.

## **Sunday Students:**

**Limitations to Sunday Make-Up Classes:** Please note that if you wish to enroll for classes on Sundays, you hereby acknowledge willingness and ability to make-up for lost time on other days of the week, whenever Sunday classes are full. Note that opportunities for make-ups on Sundays are very limited.

## **Seat Availability:**

Student is not permitted to work in the studio without proper registration and full payment.

## **Billing**

The AAHP bills the Student or Representative, and Guest Students, electronically through services provided by Authorize.net and its vendor, Payment Depot. A Student requiring exceptions to this policy must contact the AAHP Accounting Desk in a timely fashion.

The names on the Student's billing statement/invoice, and all other documents that concern billing, payment and other charges may appear as "The Academy of Art of Highland Park" or "AAHP". The electronic receipt of payment may appear as "AAHP" and /or "Authorize.net" and/or "Payment Depot".

Student or Representative hereby agrees to address all billing questions and concerns to the AAHP's Accounting Desk via email, phone, or in person if by appointment. Student or Representative acknowledges that class time cannot be used to address such matters.

## **Keeping the Student's AAHP Student Account Updated:**

In an effort to serve all our Student's best, the AAHP will not accept from Students, or from the Representative, any verbal reports (in person, or by phone) concerning changes to the student's status affecting course load, class times, materials, phone numbers, addresses, credit card numbers, card expirations dates, etc. Please submit your changes online through the AAHP's Student Information Update Form. The Student's or Representative's account will be automatically charged an administrative fee of .50 cents for every new credit/debit card or change of credit/debit card information submitted electronically.

**IT IS ESPECIALLY IMPORTANT THAT YOU SUBMIT ANY CHANGES TO YOUR EMERGENCY CONTACTS IMMEDIATELY UPON THEIR OCCURRENCE.**

## **Charges:**

The AAHP's charges to the Student's or Representative's account may include, but are not limited to, the following: small registration fee of .50 cents, tuition fees, fees for additional class time, late registration, lack of materials, failure to notify the Accounting Desk of a withdrawal,

interruption of class, problems with expired credit card, other failures to properly pay accounts, library costs, late fees, and/or costs of items purchased at the AAHP.

During the studio year, a continuing Student's account will be charged recurrently based on his or her course selection(s) from the previous eight-week Session. If the Student or Representative wishes to make any changes to his or her course selection(s), the Student or Representative must do so by submitting a Student Information Update Form no later than week number seven of the current eight week Session.

To complete the online Registration, the Student or Representative may pay for tuition and any other pertinent fees by providing a valid credit card/debit card, which will be processed through the secure server operated by Authorize.net and Payment Depot, and made available through the AAHP website.

The Student's or Representative's credit card/debit card must be confirmed as valid before the AAHP can grant confirmation of registration. The Student's or Representative's account will be automatically charged an administrative fee of .50 cents with every Registration filed (only once per year per student), and for every new credit/debit card or change of credit/debit card information submitted electronically.

If a current Student's or Representative's credit card/debit card is set to expire by the end of the current eight week Session, he or she is required to provide the AAHP's Accounting Desk with updated billing information, no later than the end of the sixth week of the current eight-week Session. Credit card/debit card information can be updated through the Student Information Update Form on the AAHP website, or by visiting the AAHP Accounting Desk by appointment.

It is the responsibility of the Student or Representative to promptly contact the AAHP Accounting Desk with any questions or concerns about any charges to his or her account. Per Session billing is automated and credit cards are charged in advance of scheduled classes, per Session. Please note that billing/invoicing for any upcoming Session takes place on the current Session's 6th week. The Student's or Representative's credit card on file is charged on the current Session's 8th week, for the upcoming Session, and based on his or her class hour selection and/or recurring billing preference. This automated charge occurs UNLESS the Student or Representative has submitted changes to matriculation using the the Student Information Update Form or the Temporary Interruption of Classes/Withdrawal form, and in a timely manner. Reimbursements will incur processing fees. Other charges, such as late fees, etc., may also occur at such times.

The AAHP reserves the right to apply an administrative fee of \$15 to the Student's or Representative's account given any of the following scenarios: Late registration, sitting for unannounced additional class time, failure to notify the AAHP Accounting Desk of a withdrawal or temporary interruption of classes, problems with expired credit card, other failures to properly pay charges, etc.

Failure to submit our online Withdrawal Form in a timely manner will result in your card being charged as with previous Sessions. If Student or Representative declines to attend the upcoming Session in question, the charges to the credit/debit card on record will be applied to the Student's account as a credit for use when Student returns to studio. If Student or Representative declines, and requests a refund instead, an administrative charge of \$15 will be applied to the Student or Representative's account.

To avoid this situation, the Student and/or Student's Representative agrees to review online invoices promptly. The Student and/or Student Representative agrees to use the AAHP's online Withdrawal Form to promptly announce an impending withdrawal; this will interrupt automated billing of the credit card in question and in a timely fashion.

### **Potential Back-to-Back Charges to Your Credit/Debit Card:**

Any Student who registers on, or after, the current Session's fourth week or thereafter, and who remains registered for the next, upcoming Session, will be immediately billed twice in quick succession; first for the current Session on a prorated basis, AND secondly for the next, upcoming Session, in full.

The Student's or Representative's account will be automatically charged an administrative fee of .50 cents with every Registration filed (only once per school year per student), and for every new credit/debit card or change of credit/debit card information submitted electronically.

### **Discounts:**

A Student may be eligible for a discount or promotion. Student will receive no more than one discount at a time. Discounts cannot be combined with other offers. The Student will receive the highest discount that he or she is eligible under any Session.

**Loyalty Discount:** The Loyalty Discount for studio year 2018-2019 applies to:

1.) any Student who registered, completed, and fully paid for at least three, eight-week Session during the PREVIOUS studio year, and who has paid all other pending charges to his or her account. These need not be consecutive Sessions.

or

2.) any Student who registered, completed, and fully paid for at least three, eight-week Session during the CURRENT studio year, and who has paid all other pending charges to his or her account. These need not be consecutive Sessions.

The qualifying Student will enjoy a 5% discount to his or her tuition fees. The Loyalty Discount is activated upon registration for a full eight-week Session anytime during the studio year, and remains active for every Session that the Student is enrolled thereafter without interruption.

The Loyalty Discount remains active so long as the Student remains in good standing with his or her total account balance, and with all other AAHP policies.

**Family Discounts:** The AAHP offers two levels of family discounts:

**The Two Member Family Discount:** Any two family members from the same household registered as Students during the same eight-week Session, and if all accounts remain in good standing, will receive a 5% discount to each tuition bill.

**The Three or More Member Family Discount:** If three or more family members from the same household attend the same eight-week Session simultaneously, and if all accounts remain in good standing, each family member receives a 10% tuition discount to his or her Student tuition bill.

**Employee Discounts:** The AAHP offers two different employee discounts:

**Junior Staff Member Discount:** A Junior (teen, ages 14-17) staff member will receive a 5% discount to his or her tuition bills. In order to receive this discount, the Junior staff members, including Volunteers, must work at least three hours per week.

**Senior Staff Member Discount:** Senior Staff Members and family members of Senior Staff Members also qualify for a discount. Please refer to the Employee Manual or inquire at the AAHP Office.

**Forfeiture of Discounts:** The Student forfeits any applicable discount if and when his or her account carries an open balance for any and all charges past their due date by at least one business day. The AAHP reserves the right to cancel any discount that any Student may be enjoying, if the Student or Representative fails to comply with this Agreement in full.

## **In-Session Withdrawal Refunds:**

Up until the end of the fourth week of any eight-week Session, a Student or Representative may request a refund for all classes not yet taken, less a \$15 administrative fee per account. After the fourth week of any eight-week Session, the AAHP offers no refunds, only class credit that may be used in any future Session.

## **Late Fees:**

If Authorize.net informs the AAHP that a Student's or Representative's credit card/debit card has been declined by the bank, the Student or Representative will be notified, and asked to provide a new form of payment. If the Student or Representative fails to issue a new form of payment within seven days of the AAHP's request, his or her account will begin to incur late fees. All charges, including late fees, will be billed to the Student's account and charged immediately.

A \$20 late fee will be charged against the Student's account if Student or the Student's Representative fails to deliver tuition payments by the posted registration deadlines.

A Student or Student's Representative is entitled to a one-time, once-per-year courtesy late fee waiver, if explicitly requested by the Student or his/her Representative.

A matriculated Student or Student Representative who fails to pay any fee and/or charges by the fourth week of any Session will be charged an additional \$10 late fee at mid-Session, or end of Session, depending on when the Student registered.

Student forfeits any pending class time until all late fees and/or charges are paid.

Failure to pay late fees will result in loss of any discount that the Student may have been eligible retroactively for the Session in question.

## **Failure to Pay Late Fees/Other Charges:**

If the Student or his/her Representative fails to pay any late fee or administrative fee charged to their account per this Agreement and all published billing policies, the Student fully forfeits his or her make-ups benefit during the current Session, and for all subsequent Sessions thereafter. No make-ups will be granted to the Student, so long as a late fee or administrative fee balance remains open. The make-ups forfeited in this manner are forfeited permanently, and will not be honored retroactively. The make-up benefit will be fully reinstated for all future classes once any such balances are paid in full.

## **Student Drop-off and Pick-up:**

The Student or Representative hereby agrees that a minor (under age 18) cannot be brought to the AAHP premises more than five minutes before his or her allotted class time and to be left alone pending class time; an adult family member or friend of the family must remain with the youngster until five minutes prior to class. Likewise, a minor cannot be picked up more than five minutes after his or her allotted class time without due notice to the AAHP's Senior Staff via direct and received communication.

The Student or Representative hereby agrees that a child, teen or adult Student needing attention, and who is left in studio after his or her slated make-up or class time has been completed, will remain in the comfort and safety of the AAHP studio under adult supervision, and the direct attention of a trained teen staff member or adult staff. The amount of time that staff must mind the Student's safety and comfort will be charged to his or her account as additional class time, billed at base tuition rate in half-hour increments.

## **No Stranger at Our Door Policy**

Please note that the AAHP will not release your youngster under age 18, or an adult who is not his or her own legal guardian, to any individual/s who are not listed on your Registration Form. or listed and presented to the AAHP through our online permission form, No Stranger at Our Door.

## **Communications**

Student or Representative hereby agrees to open and maintain reciprocal communications with the AAHP by providing a valid and current email address and postal address. The AAHP cannot guarantee efficiency of communications with any Student or Representative who does not offer a valid and current email address and postal address.

All detailed and written correspondence between the Student or Representative and the AAHP Accounting Desk will be through email, unless otherwise agreed upon.

Student and/or Student's Representative hereby agrees to follow the AAHP's text messaging service policies and those of its text service provider, if agreeing to use this service for brief reminders and notes.

The AAHP is obliged to keep the Student or Representative informed of current dates regarding Session title, current Session week, registration and billing deadlines, studio closures, and weather situations.

Any changes to the AAHP's schedule, curriculum, or policies will be posted on the AAHP website and emailed to the Student or Representative, unless otherwise agreed upon.

It is the responsibility of the Student or Representative to remain actively informed of all communications posted by the AAHP on its website and premises, and as mailed through the US postal system, or sent through the AAHP's text service for students, or hand-delivered.

### **Email Policy:**

The Student or Representative hereby agrees to familiarize him or herself with the AAHP email address. By signing this Agreement Student/Student Representative consents to receive email correspondence from AAHP. Email is AAHP's main communication channel. You may unsubscribe from the email list at any time, but will not hold AAHP responsible for any missed announcements.

### **Internet Usage Policy:**

Any Student or Representative using the AAHP Waiting Room or premises may ask any AAHP staff member for the AAHP Wi-Fi password. Student or Representative agrees to not use the AAHP's Wi-Fi connection for any illegal or inappropriate activities, or to torrent data.

### **Phone Message Policy:**

Student or Representative acknowledges that when seeking prompt and clear responses from the AAHP, he or she must leave a clear and concise message on the AAHP phone lines which, and which will contain necessary contact information. The AAHP agrees to return calls within 24 hours, Monday through Thursday; any calls received after Friday will be returned starting Monday. The Student or Representative hereby agrees to refer to the AAHP's website for a list of office administration hours during which the AAHP staff may take live calls.

Student or Representative hereby agrees that any make-up requests to the AAHP will be placed over the phone or email, not during class time.

## **Text Messaging Service:**

The Student and/or Representative recognizes the AAHP's free text messaging service for clients, as well as his or her voluntary enrollment/un-enrollment at any time, per the policies of this service.

## **The AAHP's Comprehensive Safety & Health Protocol and Student Safety Guidelines**

If the Student is a minor or unable to represent him or herself in the eyes of the law, the Student Representative and/or legal guardians will make explicit to the AAHP, and in writing, the name/s of the individual/s to be contacted first and foremost in case of an emergency or urgency, as well as which legal guardian shall have final word as to the Student's rights and responsibilities at the AAHP under this Agreement. These matters are to be stated in writing when completing the AAHP's online Student Registration form.

The Student and/or Student's Representative hereby acknowledges that partaking in art studio activities poses inherent risks. The AAHP works diligently to reduce such risks and to keep its 20-year record of no injuries on the premises. The Student or Representative also hereby acknowledges the possibility of such risks, and assumes full responsibility for any discomforts or injuries that he or she may suffer on the premises, and which may or may not be related to studio practice, and regardless of day or hour or occasion.

The AAHP's Comprehensive Safety and Health Protocol (aka as CS&HP) outlines all safety and health policies meant to protect, at all times, our staff, students, vendors and visitors from potential hazards in the studio and other AAHP workspaces and all premises, as well as any space near, on, or aboard the AAHP's ArtMobile. The Student and/or Representative hereby agrees to follow all safety and health directives presented on the premises through our Orientation presentations at the beginning of any Session, as well as through posted signage, verbal instructions, and other notices that may be sent via voicemail, email, etc.

The Student and/or Student representative hereby acknowledge that he or she or any other party representing the Student may not hold the AAHP liable for such risks and their consequences to the Student, the Student's Representative, other family and friends and relations and associates of any sort.

Student/Student Representative remains fully responsible at all times for informing the AAHP, in a timely fashion, and electronically, of any changes to his/her health status and/or Emergency Contacts. This includes, but is not limited to, allergies, other medical concerns, physical, mental,

and/or emotional matters that may affect the Student's ability to follow/remain safe at the AAHP, and/or to follow the AAHP's safety and security policies as listed in the CS&HP (found at <https://aahpnj.com/studio-courses/client-agreement/#safety-health>). To access the Update Information Form go to <https://aahpnj.com/studio-courses/update-information/>. All changes and updates to student information must be made through this form (<https://aahpnj.com/studio-courses/update-information/>).

The Student or Representative hereby agrees to not hold the AAHP responsible for any unforeseeable or foreseeable consequences due to lack of adequate transparency and/or disclosure to the AAHP Senior Staff of any information concerning the Student's mental, emotional, and/or physical needs or limitations, whether or not recognized medically.

**THE STUDENT AND/OR STUDENT REPRESENTATIVE AGREES TO IMMEDIATELY SUBMIT TO THE AAHP ANY CHANGES TO THE STUDENT'S EMERGENCY CONTACTS UPON THEIR OCCURRENCE, AND TO DO SO IN WRITING, USING THE STUDENT INFORMATION UPDATE FORM ON THE AAHP WEBSITE.**

Student or Representative hereby agrees to the following general Student Safety Guidelines per the CS&HP, and to quickly notify AAHP staff of all concerns:

- To refrain from handling food or beverages in studio near any creative artistic action underway, or finished production.
- To keep all personal property under work tables and out of designated walkways and traffic areas.
- To wash hands to initiate, and to close, his or her class time, and to also wash hands as needed, given other work circumstances in studio.
- To not enter any portion of the AAHP premises at any time while under the influence of alcohol, illegal substances, and/or prescription drugs that may hamper his or her ability to follow the AAHP safety protocol, and/or interrupt studio etiquette.
- To fully partake in and comply with all verbal, written and posted safety instructions at all times.
- To fully partake in and comply with all fire drills and safety orientation talks the AAHP Senior Staff offer or supervise at least once per Session.
- To not bring a child(ren) into the active studio if said child(ren) is not also taking class. If Student is caring for a child(ren) during class time, that child(ren) will need to be attended to by another non-AAHP caretaker in the AAHP's Waiting Room.

- To comply with municipal, county, state and federal regulations on health, safety and security policies that may override the AAHP's Student Safety Guidelines at any time.

The Student and/or Student's Representative hereby acknowledge that the AAHP Senior Staff may defer to, and comply with, health, safety and security instructions and orders delivered by local, county, state and federal authorities to the AAHP and its Students, Student Representatives, Guests, family, friends and associates during urgencies or emergencies. The Student and/or Student Representative hereby acknowledges that the AAHP will not accept responsibility or liability for any consequences that the Student, Student Representative, Guests, family, friends, associates and pets may experience at such times or thereafter, or which may affect the private property of any of the aforementioned parties.

**The AAHP hereby prohibits the possession of the following on its premises:**

- Weapons, or other instruments intended for use as weapons
- Illegal drugs and/or controlled substances
- Alcohol
- Incendiary devices of any kind
- Pets and animals without formal clearance by the AAHP, requested and issued in advance
- Any article, object, garment, paraphernalia etc. that can be construed as offensive to others as a form of hate speech or hateful expression, or which is dismissive or lessening of others due to their creed, sexuality, physique, ethnicity, race, etc.

The Representative of a Student who is a minor (under age 18) hereby agrees to not leave the minor unattended anywhere inside or outside the AAHP premises including, but not limited to, hallways, porch, parking lot, garden, and other outer areas of the building. Exceptions may include minors who are allowed by their Representative at the AAHP to arrive to class and leave class on their own. The AAHP must be notified of any such permission in writing upon Registration, or as an update by using the Student Information Update Form.

The Student and/or Student Representative hereby acknowledges that the AAHP's Senior Staff begin teaching students at age 12 to safely use sharp instruments; these may include, but are not limited to, very sharp pencil tips, craft knives, scissors, and palette knives (the latter are not designed as cutting tools, but can nick if handled carelessly). All students are taught safe use of

such tools. Minors, however, are not allowed to reach for any sharp instruments or tools on their own, or to use any sharp tool unless we can offer one-to-one coaching at all times. All sharp instruments are kept on high level shelves with warning labels. We constantly remind all users of this safety protocol, and also enforce it. Students and/or Student Representative hereby recognizes that risks exist in all studio operations. Parent or legal guardian hereby agrees to send the AAHP a written notice if the youngster is to NOT be allowed to learn to handle such tools.

## **AAHP Emergency Hotline:**

As the AAHP Office personnel are not present to answer the phone during all class hours, the AAHP is happy to provide its Students and Student Representatives with an emergency hotline for urgencies and or emergencies that may arise during class time. The phone number to the Emergency Hotline can be found on the AAHP website.

Students and Representatives who use this emergency number agree to the following:

- To only use this line for urgent matters pertaining to Student's drop-off, pick-up, or medical or other personal matters that must be communicated during his or her scheduled class time.
- To not attempt to address any accounting or administrative matters, or scheduling of make-up classes over this line.
- To not hold the AAHP responsible for any delay in responding to any non-emergency communications attempted through this line during scheduled class time.

## **Allergies:**

The Student hereby agrees to not enter the premises of the AAHP, and/or any other indoor or enclosed spaces associated with the AAHP, with hair, outer garments, or clothing carrying animal hair, and which may trigger allergic reactions to other staff members, Students and Guests.

The following potential irritants are all present at the AAHP; the Student or Representative is responsible for taking this matter into account, and of promptly informing the AAHP, in writing, of any measures that it should consider to reduce risk to his or her person. This must be done through the Registration form, or as a timely update, by using the Student Information Update Form.

The AAHP premises contain traces of peanut and other nut products at all times.

The AAHP premises contain liquid latex and other latex products at all times.

The AAHP supplies soaps labeled for household use on skin, antibacterial lotions, etc.; the Student is also welcome to bring his or her preferred hand-washing products for personal use. However, the AAHP cannot be held responsible for housing such products.

The Student and/or Student Representative hereby recognizes that the working studio of the AAHP may, at any time, contain art material residue and particulates (such as charcoal or pastel dust, etc.), which may be present in the air, and on working surfaces and furniture.

The AAHP is very stringent about proper and safe use of all materials and for this reason prohibits the use of certain media and substances (for example: prohibition of paint thinner, and the use of aerosol sprays indoors).

For toxicological reasons, the AAHP reserves the right to decline use of fixatives, and other aerosol sprays that would otherwise be deemed necessary to protect the Student's artwork.

### **Comfort:**

During warmer weather, the AAHP studio is ventilated by air conditioners; during cooler months, the AAHP studio operates central heating and electric space heaters as needed.

The AAHP studio routinely operates a Honeywell air filter and provides necessary ventilation and safety protocols to help reduce any unnecessary health impacts onto staff, Students, and Guest Students.

### **First Response and First Aid:**

The Student and/or Student Representative hereby acknowledges that the AAHP operates under the state of New Jersey's Good Samaritan Act, and that the AAHP therefore reserves the right to administer basic and routine first-aid procedures to light scrapes, cuts, burns, and other discomforts or injuries. The AAHP reserves the right to call an ambulance if deemed necessary.

The Student or Representative hereby agrees to be held responsible for the cost of ambulance and any further medical treatment received, on or off, the premises.

A Student who is ill, contagious, or undergoing treatment for lice or any other transmittable disease condition is to not attend classes and/or other events at the AAHP until an actively

licensed health professional can certify that he or she has fully recuperated in ways that do not potentially endanger others.

The AAHP hereby agrees in good faith to attend to any Student, Representative, and/or Guest Student who reports being ill or otherwise seems incapable of partaking in ongoing activities.

A Student, Representative, or Guest Student who reports being ill or seems incapable of partaking in ongoing activities will be escorted from the classroom, and taken to a designated rest area and attended to at all times under the supervision of Senior staff; at such times, the AAHP will immediately attempt to contact a parent, legal guardian, or other emergency contact.

The AAHP maintains a well-equipped first-aid kit in studio for the benefit of any Student, Representative, Guest Student, or staff. All adult Students have access to this kit to use at any time, at their own reconnaissance and risk and while not holding the AAHP or its staff liable for the consequences. The AAHP does not assume any responsibility for unexpected reactions or outcomes due to the use of the in-house First Aid Kit.

### **Smoking Policy:**

The AAHP strictly prohibits the use of tobacco products anywhere on the AAHP premises. The Student, Representative, or Guest Student agrees to not enter the AAHP premises with a heavy scent of tobacco smoke on his or her clothing, body, or property.

### **Third Party/Alternate Locations:**

The AAHP routinely partners with third parties, and may operate off premises in order to enhance its offerings and services to its Students, Representatives, Guest Students, and the general public. The Student, Representative, and/or Guest Student hereby agrees to not hold the AAHP liable for unintended or undesirable outcomes related directly or indirectly to such collaboration and/or use of alternate locations.

### **Conflict Resolution**

The AAHP hereby commits to address Student or Representative with respect, courtesy, and good faith at all times. Student or Representative hereby agrees to directly notify the Director of the AAHP of any perceived lack of decorum, or offense due to the words, silence, action, or inaction of any AAHP staff or representative.

Should the AAHP and a Student or Representative fail to mutually resolve any misunderstanding, confusion, or contentions given AAHP policy and this Agreement, the Student and/or Student Representative hereby agrees to inform AAHP Senior Staff promptly.

The Student or Representative may send confidential information directly and in confidence to AAHP Chief Instructor A.E. Soto-Canino at aahpconfidential@gmail.com. If doing so, the Student and/or Student Representative hereby agree to also alert the Director of such a communication via a phone call at 732-777-2085, or via email, to art14@artacademynj.com.

## **Course Requirements**

The AAHP is a classical, not a recreational studio. All new Students begin with Drawing (a multi-year course featuring three levels of advancement, and including not only dry media, but also brushwork, water-soluble media, preliminaries to color theory, etc., and on diverse supports).

A Continuing or Returning Student will resume work on the Course Syllabus that he or she had been covering when the interruption to their studies occurred.

### **The AAHP Course Progression is as follows:**

- Drawing
- Watercolors or Inks, then vice-versa
- Oil Paints
- Acrylic Paints

### **then, any of the following:**

- Sculpture (currently children only)
- Gouache
- Casein Mosaic
- Collage
- Mural

**and/or any specialty explored in Drawing (such as a full Color Pencil course, etc.).**

- The AAHP's Portfolio Prep Program (P3) is offered only to teen high school students and adults; the P3 Student and/or Representative hereby acknowledges that he or she must register for at least two hours/week while engaged in P3 (one hour for regular curriculum, and one hour for portfolio work). The teen Student must enter the program during his or her first year in high school.

## **Discontinuation of Services**

The AAHP reserves the right to suspend and/or discontinue services on site, and without advance notice to the Student and/or the Student's Representative, if the Student's account is in arrears. In cases involving Students who are minors and left alone in class, the Student may be invited to help in studio or observe the class, while the AAHP attempts to contact the Student's Representative.

The AAHP reserves the right to suspend services without further notice should the Student's account remain unpaid past the posted AAHP payment deadlines, or past any special arrangement we may have formally established with the Student and or the Student's Representative. Student also forfeits all pending regular classes and make-ups for the relevant Session. Suspension will remain in effect until the next Session, provided all fees and charges have been paid in full.

AAHP reserves the right to summarily dismiss any Student at any time for any reasons other than billing, and hereby agrees to follow up with a written notice to that effect, detailing the reasons for taking such action. Said notice will be delivered privately to the Student or Representative via email, postal mail, and/or hand-delivery.

## **Gallery Services**

The AAHP offers exclusively to its Students, and staff, the opportunity to exhibit their creative works to the general public. The Student or Representative hereby agrees to abide by the norms presented in the Exhibition Guidelines, available on the AAHP website.

## **Guest Student**

A Student and/or Student Representative is welcome to bring a Guest Student to class by prior appointment; the AAHP will offer the Guest Student a free, one-hour Drawing class, provided

seating is available. If Guest Student requests additional hours, and the AAHP can provide them, the registered Student or Representative will be charged for that additional class time taken, if the Guest Student does not provide his or her own payment. If the Guest Student is a minor (under age 18), the host Student or Representative's account will be charged automatically.

## **Hours of Operation**

The AAHP operates several schedules that pertain to studio training, the Aii field school, office matters, and special events. The Student or Representative is at all times responsible for accessing current information about such schedules by referring to the AAHP website, emails, and other publicized notices.

## **Lost-and-Found**

The AAHP will maintain one or more Lost-and-Found receptacles in the Waiting Room, where lost-and-found property will be placed. It is the Student or Representative's responsibility to retrieve his or her property from said box in a timely fashion.

The Student or Representative hereby agrees to not hold the AAHP responsible for loss and/or damage to any such private property left behind. If the item is labeled with a name, or is easily identifiable, the AAHP commits to contacting the owner in a timely manner to arrange for pickup of the item.

Highly valuable items, such as watches, phones, wallets, eyewear, and jewelry will not be placed in the open Lost-and-Found box, but kept elsewhere, under additional protection. The AAHP will pass any such valuables to the Highland Park Police Department if not retrieved within one week of having been discovered and recognized by AAHP Senior Staff as having been left behind.

The AAHP will donate to the Salvation Army, or other similar charity, all unlabeled, unclaimed, or unidentifiable clothing, fashion items, and personal accessories remaining on the premises for more than one Session (that is, two months).

The AAHP will make every effort to house works-in-progress or unfinished artwork that may belong to a Student. The Student or Representative remains responsible for claiming from the AAHP any works-in-progress or finished artwork, should the Student suspend or withdraw from studies at any time, and also at the end of the studio year. Student or Representative hereby

agrees to not hold the AAHP responsible for the storage, safety and/or whereabouts of any private or creative property left behind.

The Student and or Representative acknowledges that the AAHP will fully supply the Student all art materials at all times for all in-studio, scheduled class times for which the Student registered. The Student may voluntarily bring his or her own art materials/art kits to the studio, but at his or her own risk. This voluntary action does not cancel out the AAHP's billing and charging for all materials, tools and instrumentation in any Session for which the Student registered. All AAHP-issued gear is for use only in-studio, and may not be taken off the premises by the Student and/or the Student's Representative.

The Student and/or Student Representative hereby acknowledges that all personal gear, including boxes, bags, and all other items must be labeled with the name of the Student. Unlabeled art property will default to AAHP property if not claimed in a timely manner. All such materials, even if labeled, also become AAHP property after having been abandoned for one Session, that is, two months or more.

## **Omnibus Services**

The AAHP's ArtMobile (NJ Omnibus 2 license plate O2-5216) is insured, registered, and licensed to carry paying passengers as an Omnibus 2 Carrier under the laws of the state of New Jersey (a copy of the certificate is located in the vehicle and in the AAHP Office). The ArtMobile seats up to six passengers, in addition to a driver. The ArtMobile is currently not equipped with child safety seats. The vehicle is operated by licensed AAHP staff. It is available for paid transportation to all Student and Guest Students on a first-come-first-served basis. The ArtMobile also serves as the AAHP's portable field studio headquarters, available for presentations, demonstrations and off-site classes. All Students and Guest Students agree to abide by the AAHP's vehicle and transportation safety regulations, as well as all applicable state and federal motor vehicle regulations, such as the mandated use of seat belts, the prohibition of open alcohol containers, the prohibition of illegal drugs and/or unlicensed carriage of controlled substances, etc.

## **Parking**

AAHP Students/Representatives may use the limited parking spaces at 727 Raritan Ave., which the AAHP shares with its co-tenants and their clients.

## **Forbidden Parking:**

The Student and/or Student Representative hereby acknowledges being informed of the following parking and moving motor vehicle matters:

- That the Highland Park Police Department has notified the AAHP that it is poised to write tickets to motorists attending the AAHP while parking on the lot belonging to our neighbor's buildings at 707 and 711 Raritan Avenue.
- That the AAHP strongly discourages its Students, Representatives, and Guest Students from parking at the commercial lots belonging to the AAHP's neighboring businesses; that anyone doing so does so at their own legal risks.
- That legal street parking is available on the AAHP's neighboring side streets, at both 7th and 8th Avenues North, and other nearby locations.
- That it is the responsibility of all AAHP Students, Representatives, and Guest Students to abide by local, state and federal parking regulations.

Student or Representative hereby agrees to not hold the AAHP liable for his or her use or misuse of local roads, streets, and sidewalks.

The AAHP expressly prohibits its Students, Representatives, and Guest Students from engaging in temporary parking of a motor vehicle at the designated fire lanes on or near the AAHP premises. The Student, Student Representative and Guest Student brought by the Student hereby acknowledge that standing or parking on the fire lanes on the AAHP premises and/or on US Rt. 27 is illegal.

AAHP expressly prohibits the drop-off or pick-up of any Student, Representative, or Guest Student at any such locations. The AAHP furthermore reserves the right to not release or escort a Student, Representative, or Guest Student to anyone in a motor vehicle that is parked or standing on a fire lane; AAHP staff will ask that the driver first park at a safe and legal location prior to escorting the Student, Representative, or Guest Student out of class.

The Student, Representative, and/or Guest Student hereby agrees to fully release the AAHP, its staff, and/or representatives from any liability for any loss or injury to person or property incurred while using the parking lot on the AAHP premises or other neighboring parking areas.

## **Photo-Documentation**

The AAHP routinely videotapes and photo-documents studio action and production, whether in progress, or completed. The Student or Representative hereby agrees to said documentation, which is property of the AAHP. The AAHP reserves the right to use such imagery in promotional, educational, and all other business-related matters, as well as, reserves the right to caption/title such images as they see fit. The AAHP reserves the right to caption any such image how they see fit for us in The AAHP hereby agrees to not lease, lend, sell, exchange, or otherwise release such imagery to a third party without full written consent of the Student or Representative whose person or property is imaged. This policy is in effect retroactively to cover the Student, Representative, or Guest Student's participation in all previous years of the AAHP, or its predecessor, The Creative Genius Workshop, even though such parties were not identified as such.

This policy also covers any and all images you might exchange with the AAHP via the AAHP's email and social media accounts.

## **Portfolio Prep Program (P3)**

As part of our mutual collaboration with P3, the AAHP requires information from the student and his or her legal guardian concerning the colleges that admitted the student, any prizes or scholarship the student secured, and the top choice the student made, and which will become that student's alma mater.

This information is collected in order to finalize the student's P3 file. It is also collected to corroborate, with demonstrative evidence, our claims about the program, both to the student and his or her family, and to other P3 participants.

Please note that when your information is used to disclose our admissions rates and schools, we will not publish your name alongside your own particular choices of programs or colleges, unless you allow for that, and in advance, and in writing.

Parents of P3 students can expect to receive, via email, the AAHP's online form requesting such information, and starting in January 1 of every year. While a student may complete the form, a parent or legal guardian will need to also sign it before submitting it electronically to the AAHP.

The student working alongside a parent/legal guardian can complete the form and submit it online to the AAHP once he or she has completed college applications and admissions, and once he or she has received admission notices and made a top pick.

Note also that, as part of our P3 services, the AAHP will continue to serve the student, long after leaving the AAHP, with any letters of recommendation, workplace references, etc., that he or she may request. At such times, the AAHP will again request a complete online form for the reporting of additional gains in school admissions, job offers, etc.

### **CRITICAL ALERT!**

**The AAHP will NOT be able to submit LoRs or other materials or provide services on your behalf all 365 days a year!**

The AAHP will not be able to submit LoRs on your behalf, or other documents or materials or services (such as submitting to interviews requested by your prospective employers or admissions officers), during certain extraordinary situations, as listed below. It therefore behooves you, as P3 participant, to always plan ahead, and in light of the AAHP schedule, not only your school and personal schedules.

The AAHP will not be able to abide by any third-party deadlines, or by deadlines established unilaterally by the P3 participant, during the following situations:

--while Ana is injured, or sick, or still convalescing after sickness or injury.

---two days before Ana's planned travel, or while Ana endures jet-lag up to one week after international travel (AAHP staff travel plans will be announced in writing).

--While Aaron, AAHP Assistant Director, is injured, or sick, or still convalescing after sickness or injury, or during the two days before planned travel, or while enduring jet-lag up to one week after international travel (AAHP staff travel plans will be announced in writing). This is because our P3 work is teamwork without Aaron present, Ana, as P3 Director, cannot conduct this type of work alone.

--during AAHP studio and/or office closures that have been pre-announced, posted and broadcast through any normal business channels, including website postings, email, text messaging, pre-recorded outgoing phone messages, window signage, and/or in-studio written or verbal announcements.

--during unforeseen studio and/or office closures due to inclement weather phenomena, or closures forced by local, county, state or federal authorities, or other interruptions to AAHP operations or imposed closures due to situations the AAHP cannot control.

--whenever a deadline looms less than one week from the moment the P3 participant first notifies the AAHP in any way (avoid verbal notifications...always submit your requests in writing).

Whenever facing any such situation as listed above, the P3 participant will need to directly contact the third party to request and secure an extended deadline on the AAHP's behalf. The P3 participant will then inform the AAHP of the newly secured extension to the original deadline, while also providing the AAHP with any special instructions we may need to follow in order to submit LoRs, other materials, or services on your behalf under your newly negotiated extensions to the original deadline.

The AAHP reserves the right to dismiss a student from P3 at anytime without advance notice.

## **Privacy and Security**

The Student, Representative, or Guest Student hereby agrees to not lease, lend, sell, exchange, trade, or otherwise present, broadcast or release any AAHP password, logo, syllabus-based content and information, or any other AAHP commercial or intellectual property without written consent from AAHP Senior Staff.

The AAHP hereby agrees to not lease, lend, sell, exchange, or otherwise release the Student, Representative, or Guest Student's private information, obtained as registration information, or through any other means, without full written consent of the Student involved.

**Please note that on occasion we grant our developer backend access to the confidential email for development reasons.**

## **Registration**

The Student or Representative hereby agrees;

to register the Student per AAHP protocols, and using the online Registration Form to provide the AAHP with accurate and true credit card/debit card billing information through the AAHP's secure server at time of registration to be billed once his or her registration is processed, and according to the policies, terms, and conditions listed in this Agreement (for more details, see Billing, above).

Upon registration, the Student's or Student Representative's account will be automatically charged an administrative fee of .50 cents with every Registration filed, and for every new credit/debit card or change of credit/debit card information submitted electronically.

Each single registration stands alone for one course per eight-week Session; two or more registrations per Student or family members from the same household during any eight-week Session will each receive a relevant discount (see Discounts).

A Student's registration is processed by AAHP staff, and is contingent on seat availability, which is available on a first-come first-served basis. The AAHP may contact the Prospective Student

to discuss alternate choices if his or her primary selection is not available. The AAHP cannot serve requests for early reservation of class slots prior to any upcoming Session.

A Student or Representative hereby acknowledges the following:

- that the Student must be registered for a minimum of a one-hour class, once per week, during an eight-week Session
- that the Student may also opt for additional courses, each at a minimum of one-hour per week.

The Student and/or Student Representative hereby acknowledges two exceptions to these terms: (1) that any oil painting class must run at a minimum of 1.5 hours per week, and (2) that the Portfolio Prep Program (P3) must run at least two full hours per week per Student for any Session.

Student and/or Student Representative hereby agrees to provide the AAHP with accurate credit card information through the AAHP's secure server at time of registration, and will be billed and charged once his or her registration is processed.

Student or Representative will receive an emailed Invoice and/or Statement prior to every new Session, unless he or she has submitted a Temporary Interruption of Classes/Withdrawal form in a timely manner, per the terms detailed above, under Billing.

A Student or Representative may choose to receive the Invoice and/or Statement via postal mail by placing such request to the AAHP in person, in writing, over the phone, or by using the AAHP's "Student Information Update Form" online.

The AAHP will post Registration and payment deadlines in a timely fashion via the AAHP website, and email, as well as other sources.

The Student and/or Student Representative hereby acknowledges that the Student or Guest Student wishing to partake in any AAHP event beyond the AAHP premises must provide a release form signed by a parent or legal guardian. The Permission Form and Waiver can be found the AAHP website.

Student/Student Representative remains fully responsible at all times for informing the AAHP, in a timely fashion, and electronically, of any changes to his/her health status and/or Emergency Contacts. This includes, but is not limited to, allergies, other medical concerns, physical, mental, and/or emotional matters that may affect the Student's ability to follow/remain safe at the AAHP, and/or to follow the AAHP's safety and security policies as listed in the CS&HP (found at <https://aahpnj.com/studio-courses/client-agreement/#safety-health>). To access the Update Information Form go to <https://aahpnj.com/studio-courses/update-information/>. All changes and updates to student information must be made through this form.

## **Student Eligibility:**

The AAHP serves all inexperienced and experienced practitioners who demonstrate interest in serious and committed study of the plastic arts of Western or westernized cultures, ages 5 and up.

The AAHP does not decline any service, product, or opportunity to participate to any individual based on gender, sexual preference, ethnicity, religion, color, disability, and/or any other individual or group identifier or status.

The Student and/or Student Representative hereby acknowledges that the AAHP and its Senior Staff may declare an inability to serve any Student presenting either a deep or enduring language barrier affecting minor remedial approaches put in place by AAHP Senior Staff, or any other emotional, mental, physical, or medical condition for which the AAHP staff lack expertise, educational resources, and/or support.

Any person who has not yet taken a studio class with the AAHP is entitled to a free one-hour Drawing class. Having completed the one-hour free class, the Prospective Student is then eligible to fully register as a Student of the AAHP.

A Prospective Student wishing to register with the AAHP must provide full contact information as requested on the online Registration Form. It is the Student or Representative's responsibility to keep AAHP's continuously informed of full and accurate contact information (see Communications, above).

## **Enrolling During the Studio Year:**

The Student or Representative enrolls under any prescheduled eight-week class/billing cycle called a Session, which the AAHP operates yearly, September through June. Summer Sessions may be shorter or longer Sessions.

Student or Representative agrees to submit an online Registration Form and signed Agreement once per calendar year.

The Student's Registration and the Agreement between the Student and/or the Student's Representative and the AAHP, remains active, valid, and mutually binding until the AAHP receives from the Student or Representative a written notice of temporary interruption of classes or withdrawal (refer to the Temporary Interruption of Classes/Withdrawal policies in this Agreement). The Student or Representative must fulfill all obligations stated in both the

Registration Form and this Agreement, even if the Student ceases to attend the AAHP at any point.

The Studio Year Registration and Agreement does allow the Student to change his or her course and schedule preferences at any time while actively registered, provided that the Student or Representative submits written notice to that effect in a timely manner (please refer to the Student Information Update Form on the AAHP website), and provided that the changes comply with AAHP policies, as listed in this Agreement, or as listed on the AAHP website.

### **First-Time Students:**

The AAHP requires that the Prospective Student schedule a free one-hour Drawing class, as a pre-requisite to Registration.

The Student can enter a current Session during any week other than the seventh or eighth week. The student then follows the remainder of the schedule until its ending, as determined by the AAHP course/class schedule.

The AAHP offers open Registration throughout the year, with few and brief exceptions. If a first-time Student registers as of the third week of any eight-week Session, or later, the Student will be pro-rated for all upcoming classes within that eight-week Session; no make-ups for the previous weeks will be offered.

The AAHP extends a courtesy to first-time Students to enjoy up to two make-ups in their first-ever Session, regardless of how short it may be.

The Student and/or Representative hereby acknowledge that neither of them may choose the Student's or her preferred set of eight consecutive weeks; the Student must subscribe to the AAHP's prescheduled, eight-week class/billing cycle.

If the Student then continues his or her studies throughout upcoming Sessions, he or she will then be billed for all upcoming Sessions, and until the Student submits a Temporary Interruption of Classes/Withdrawal form, or the Studio Year ends.

### **Materials Options:**

The Student or Representative will be charged for studio materials to be used in-studio only, and which will remain property of the AAHP at all times. The Student may not take AAHP-issued gear off the premises.

The Student and/or Student Representative hereby acknowledges that certain art materials, tools, and instruments care to be handled only by AAHP staff, and this will be duly noted in-studio at all times.

The Student may bring in private art gear for use in studio. However, this does not cancel the AAHP's charges for use of all its gear during any and all class times. It is the Student or Representative's responsibility to fully label his or her private property before bringing it to the AAHP studio. Unlabeled property may be possessed by the AAHP per the terms listed elsewhere in this Agreement.

All basic course Art Materials Lists are available on the AAHP website for the Student's voluntary and private use above and beyond the materials fees paid to the AAHP.

The Student and/or Representative hereby acknowledges that the AAHP cannot store a Student's private gear in-house. All privately owned materials, tools and instruments enter and leave the studio with the Student.

## **Seat Availability**

The Student is not permitted to work on AAHP premises without a confirmed and paid Registration.

A continuing Student's class slot(s) will be held for the upcoming Session unless he or she requests changes, or submits a temporary interruption of classes/withdrawal notice in a timely manner. Any such changes must be requested through the Student Information Update form, or the Temporary Interruption of Classes/Withdrawal form respectively.

## **Rewards**

### **Referral Incentives:**

If a Student refers a Guest Student to the AAHP, the referring Student will receive a free, one-hour studio class upon the referred party's completion of an eight-week Session. This reward remains redeemable for one year from the date of the referred Student's registration. This reward is not redeemable cash or monetary credit.

# Special Needs

The AAHP provides pedagogical services in the visual arts and other studio arts to students ages 18 and under, and who present special needs. These special needs may include, but are not limited to: developmental, learning, physical and/or emotional disabilities, etc. The Student and/or Student Representative hereby acknowledges the the AAHP staff is highly trained in studio pedagogy, but not certified in the training of special needs populations. The Special Needs Student's Representative hereby agrees to these conditions, and will not hold the AAHP liable for any unintended or unexpected consequences due to these terms.

Special Needs students, regardless of condition and needs, must attend the special weekly class slot slated for them. Due to staffing restrictions, they may not sit for classes in other class slots, either for routine classes, or for make-ups. In addition, and again due to time and current staff restrictions, make-ups are not available for any missed Special Needs classes.

# Studio Practice & Etiquette

When on the AAHP premises, a Student or Representative hereby agrees to the following regulations:

- The artwork that happens in the studio stays in the studio until it's certified as complete by AAHP Senior Staff.
- Though the Student or Representative is the sole owner of the Student's production at all times, the Student is to NOT develop or finish studio production at home. This will thwart the Student's learning of plastic process altogether, not to mention the failure to learn stage-specific techniques, methods, timing, and tooling. The AAHP disavows any learning or finished product the Student engages in, if in contradiction to these terms.
- The Student may temporarily transport his or her unfinished work back home between classes, but again, he or she is to not develop the piece further, and is to bring back to studio for the next scheduled class. The Student may then take the work home once it has been completed.
- The professional teaching staff of the AAHP urges the Student, in the strongest terms possible, to work at home on other or similar production being pursued at the AAHP. Senior staff will be happy to assign homework, if requested. The Student may also work on another drawing pad, or, as a second-best alternative, a sketchpad (the latter contains weaker paper) completely on his or her own. The AAHP strongly urges the Student to bring such works, finished or in production, for presentation in studio!

## **Authorship:**

The Student is fully responsible for the development of his or her artwork. The AAHP Staff is not responsible for any outcome that the Student or Representative may deem as unexpected and/or undesirable.

## **Cell Phone Policy:**

The Student and/or Guest Student will not use his or her cell phone during class hours, unless it is an urgency or emergency, at which point the Student, Representative, and/or Guest Student must take the call outside the AAHP studio. A hallway, a Waiting Area, and other spaces are available for such purposes. The Waiting Area is the only space offering climate control.

Family and friends of the Student must make and/or receive phone calls in a very quiet manner while in the Waiting Area; the AAHP reserves the right to ask any such phone user to step outside the premises for the duration of any call.

## **In-Class Disruptions:**

Student may not use class time to attempt to discuss administrative matters such as registration, billing, make-ups, refunds, course scheduling, etc.

Student will not be refunded or rescheduled for class time due to any disruptions he or she might allow to his or her class (such as taking a cell phone call, or discussing personal matters with others, etc.)

## **Intolerance:**

Intolerance of others in the studio will not be tolerated, and may result in a conflict resolution process, suspension, or dismissal from the AAHP. The Student or Representative must promptly alert AAHP Senior staff as to the presence of a perceived threat or annoyance.

## **Personal Hygiene:**

The AAHP studio is an enclosed space. Pedagogy also demands that Students and

staff work in close proximity to each other. Student hereby agrees to abide by the following personal hygiene norms:

- No offensive body odor or other offensive scents on clothing
- No strong perfumes or colognes
- No bare feet

### **Respectful Manners and Speech:**

Student, Representative, and/or Guest Students will not use loud or foul language or be deliberately offensive unto others.

### **Tardiness:**

Student and/or Guest Student who shows up late to his or her class forfeits the amount of class time that he or she missed; fees will not be refunded.

### **Timeliness:**

Student and/or Guest Student will arrive to his or her scheduled class on time, and allow for the next scheduled seating in a prompt fashion at the end of his or her scheduled class time.

### **Time-Out:**

Any Student and/or Guest Student who is a minor (under age 18) and needing to be removed from class due to inappropriate or disruptive behavior or any emotional need will be supervised by AAHP adult staff and attended to by a member of the Junior Staff, until the Student can return to his or her work. The AAHP reserves the right to contact a Representative if the minor seems unable to continue with class. The span of time that this may cover will count as class time, and may not be made up or refunded. The student or Representative is urged to explore the situation in depth with AAHP Senior staff at an appropriate place and time.

## **Use of AAHP Property on Open Shelves:**

The Student and/or Guest Student may not remove from the AAHP premises any materials, tools, instruments, or other AAHP property unless otherwise noted.

## **Work Area:**

Student agrees to work within the confines of the work area allotted to him or her by AAHP Staff.

## **Work Area Set-up and Clean-up:**

Student and/or Guest Student hereby acknowledges that all preparation and cleanup time are part and parcel of the allotted class time, and are not extraneous to it.

The Student and/or Guest Student is responsible for the following within their allotted class time:

- Maintaining a clean and organized workspace, as trained by AAHP staff.
- Cleaning of all instruments and materials the student uses, per staff instructions.
- Refilling water buckets, as used.
- Rinsing materials per studio training, and never leaving them in the sink.
- Wiping his or her chair and table space.
- Properly housing works-in-progress.
- Returning all gear to their respective shelving areas.

## **End of Agreement**