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Houston Conservatory of Music

Enrollment Terms & Conditions

Version 1.0 - Effective August 28, 2026

1. PARTIES AND ACCEPTANCE

These Enrollment Terms & Conditions (the "Terms") form a binding agreement between Diana Mind Music LLC, a Texas limited liability company doing business as Houston Conservatory of Music ("HCM," "the Conservatory," "we," or "us"), and the parent, legal guardian, or adult student who enrolls ("you" or "Family").

If the student is under 18 years of age, this agreement is made with the enrolling parent or legal guardian, who is personally and financially responsible for all amounts due. A minor student is not a party to this agreement. If more than one parent or guardian enrolls a student or is listed on the account, each is jointly and severally responsible for all amounts due, meaning HCM may seek the full balance from either one.

By checking the acceptance box, clicking "Accept," or otherwise indicating agreement in HCM's enrollment system, you agree to these Terms. You confirm that you are at least 18 years old and have the legal authority to enroll the student and to bind yourself to this agreement. Under the federal E-SIGN Act and the Texas Uniform Electronic Transactions Act, your electronic acceptance has the same legal effect as a handwritten signature.

2. TERM OF ENROLLMENT AND CONTINUATION

Enrollment continues on a month-to-month basis and renews automatically each month, and from one academic year to the next, until you withdraw in accordance with Section 10. Enrollment does not end automatically at the close of a term, semester, or academic year. If you wish to discontinue lessons, you must give written notice as described in Section 10.

3. SCHEDULE AND CALENDAR

HCM operates on a published academic calendar, available at: https://houstonconservatoryofmusic.com/images/2026_2027_calendar.jpeg

The calendar identifies instructional dates and scheduled closures and is incorporated into these Terms by reference. HCM may adjust the calendar and will post any changes at the same location.

4. TUITION

4.1 Annual model. Tuition is calculated on the full academic year of scheduled instruction shown on the calendar, divided into twelve (12) equal monthly installments. MONTHLY TUITION IS NOT A PER-LESSON CHARGE. It does not vary with the number of lessons that happen to fall within a given calendar month. Some months contain more instructional dates than others; the monthly installment remains the same.

4.2 Payment date. Monthly tuition is due on the 1st day of each month.

4.3 First partial month. If enrollment begins mid-month, the first payment is calculated at the applicable per-lesson rate for the lessons remaining in that month. Beginning the following 1st, the standard flat monthly installment applies.

Example: A student begins on January 20 with two lessons remaining in January. The first payment covers those two lessons at the per-lesson rate. On February 1, the standard monthly installment begins and continues thereafter.

4.4 Enrollment fee. A one-time enrollment fee of \$25 per student is due at the time of initial enrollment. This fee is charged once per student, is not charged again at the start of a new academic year or upon re-enrollment, and is non-refundable.

4.5 Tuition changes. HCM may adjust tuition rates and fees with at least thirty (30) days' advance written notice to the email address on your account. Continued enrollment after the effective date of the change constitutes acceptance of the new rate.

5. PAYMENT AUTHORIZATION AND BILLING

5.1 Recurring payment. Enrollment requires a valid credit or debit card kept on file in HCM's enrollment and payment system. By enrolling, you authorize HCM to charge that card automatically on the 1st of each month for tuition and for any other fees properly owed under these Terms. This authorization remains in effect until you withdraw under Section 10 or the card is replaced.

5.2 Card processing. Payments are processed by third-party providers. HCM does not store full card numbers.

5.3 Late payment. Payments received more than ten (10) days after the due date incur a \$25 late fee. This is a flat administrative fee to cover the cost of collection and account handling. It is not interest and does not accrue.

5.4 Declined payments. If a payment is declined, returned, or reversed for any reason, a \$25 declined-payment fee applies, and you remain responsible for the underlying balance.

5.5 Suspension for non-payment. If an account remains unpaid thirty (30) days past the due date, HCM may suspend instruction and release the student's reserved time slot until the balance is paid in full. Suspension does not cancel amounts already owed.

5.6 Payment disputes and chargebacks. If you believe a charge is incorrect, contact HCM at info@houstonconservatoryofmusic.com before disputing it with your bank or card issuer. Initiating a chargeback does not cancel your obligation under these Terms. If a chargeback is filed on a valid charge, HCM may recover the disputed amount along with any fee charged to HCM by the payment processor, and may suspend instruction until the matter is resolved.

6. CANCELLATION BY THE FAMILY

6.1 Notice required. Cancellations must be submitted at least twenty-four (24) hours before the scheduled start of the lesson or class, through HCM's enrollment system or by email to info@houstonconservatoryofmusic.com.

6.2 On-time cancellation. A cancellation received at least 24 hours in advance generates one makeup credit, subject to the limits in Section 8.

6.3 Late cancellation and no-show. A cancellation received less than 24 hours before the scheduled start, or a failure to attend, results in forfeiture of that session. NO MAKEUP CREDIT IS ISSUED FOR LATE CANCELLATIONS OR NO-SHOWS.

6.4 Illness. Illness is not an exception to the 24-hour notice requirement. If a student experiences an extended illness, injury, or family emergency, contact HCM and we will

consider the circumstances. Any accommodation is granted at HCM's sole discretion, on a case-by-case basis, is not a waiver of this policy, and does not create a precedent or entitlement for future requests.

7. TARDINESS

Lessons and classes end at their scheduled time regardless of when the student arrives. Time lost to late arrival is not extended, made up, or credited.

8. MAKEUP CREDITS

8.1 Rolling limit. A student may hold no more than three (3) outstanding makeup credits arising from family cancellations within any rolling sixty (60) day period. Once that limit is reached, additional cancellations result in forfeiture of the session with no credit issued, even where notice was given on time.

8.2 Expiration. All makeup credits expire sixty (60) days from the date of the cancelled session. Expired credits have no value and cannot be extended, transferred, exchanged, or refunded.

8.3 Credits are per student. Limits and expiration apply per student. Credits cannot be transferred between students, including siblings.

8.4 Cancelling a makeup. If a scheduled makeup lesson or class is cancelled or missed for any reason, the credit is forfeited. A second makeup is not issued.

8.5 Private lesson makeups. Makeup lessons are scheduled subject to teacher and room availability within the 60-day window. HCM will make reasonable efforts to accommodate, but cannot guarantee a specific day, time, or teacher for a makeup.

8.6 Group class makeups. A makeup for a group class is taken by attending another section of the same class, subject to available space and appropriate level placement. If no suitable alternate section is available within the 60-day window, HCM may, at its discretion, substitute a shortened private makeup lesson. If neither option is available, the credit expires unused.

8.7 No cash value. Makeup credits have no cash value and are never redeemable for a refund or a reduction in tuition.

9. TEACHER ABSENCE, SUBSTITUTION, AND ASSIGNMENT

9.1 Teacher cancellation. If a teacher cancels a scheduled lesson or class, a makeup credit is issued at no cost to the Family, with no late penalty of any kind. Credits arising from teacher cancellation are tracked separately, do not count toward the three-credit limit in Section 8.1, and expire sixty (60) days from the date of the cancelled session.

9.2 Substitute instruction. HCM may provide a qualified substitute teacher. A lesson or class taught by a substitute is a lesson delivered under this agreement. It is not a cancellation and does not generate a makeup credit.

9.3 Teacher assignment. HCM assigns teachers and may reassign a student to a different teacher when necessary, including where a teacher's availability changes or a teacher's engagement with HCM ends. HCM does not guarantee instruction by any particular teacher. Requests to change teachers are considered and granted at HCM's sole discretion.

9.4 Minimum enrollment. HCM may cancel or consolidate a group class that does not meet minimum enrollment. If a class is cancelled by HCM for this reason, you may transfer to another available class or receive a refund of tuition paid for the cancelled class.

10. WITHDRAWAL

10.1 Notice. To discontinue lessons, you must provide written notice at least thirty (30) days in advance, submitted through HCM's enrollment system or by email to info@houstonconservatoryofmusic.com. NOTICE GIVEN VERBALLY, INCLUDING NOTICE GIVEN TO A TEACHER, IS NOT EFFECTIVE. Notice takes effect on the date HCM receives it in writing.

10.2 Obligation during the notice period. You remain responsible for tuition through the full thirty-day notice period, including any monthly installment that becomes due during that period.

10.3 No refund. Tuition already charged is non-refundable. Lessons remain available to the student through the end of the paid period, and we encourage you to use them.

Example: You give notice on August 10. Your final day of instruction is September 10. The September installment charged on September 1 is not refunded, and the student may continue attending through September 10.

10.4 Special circumstances. If you are withdrawing because of relocation, extended illness, or a family emergency, contact us. HCM may make an accommodation at its sole discretion, case by case. Any such accommodation is not a waiver of this policy and does not create a precedent or entitlement.

10.5 Unused credits. Makeup credits are forfeited upon withdrawal and are not refunded.

11. ATTENDANCE AND RESERVED TIME SLOTS

Regular attendance is essential to musical progress. A student's time slot is reserved exclusively for that student and is not available to others.

If a student fails to attend three (3) consecutive scheduled sessions without notice, HCM will send written notice to the Family. If HCM does not receive a response within seven (7) days of that notice, HCM may release the reserved time slot to another student. Tuition already charged is not refunded, and HCM cannot guarantee that the same time slot will be available if the student later returns.

12. ARRIVAL, DROP-OFF, AND PICKUP

12.1 No supervision outside scheduled instruction. HCM PROVIDES SUPERVISION ONLY DURING A STUDENT'S SCHEDULED LESSON OR CLASS. HCM does not provide childcare and is not responsible for students before or after their scheduled instruction time.

12.2 Arrival. Students should arrive no more than ten (10) minutes before their scheduled start time. A parent or guardian must remain with any student under 12 years of age who is on the premises outside of that student's scheduled instruction time.

12.3 Unattended minors. HCM may decline to admit an unattended minor who arrives significantly early or who has no scheduled session.

12.4 Late pickup. A parent or authorized adult must collect a minor student promptly at the end of the scheduled session. A grace period of twenty (20) minutes applies. After that grace period, a late pickup fee of \$10.00 applies for each additional twenty (20) minutes or portion thereof, charged to the card on file.

12.5 Unclaimed student. If a student has not been collected twenty (20) minutes after the end of the session and HCM has received no communication, HCM will attempt to reach the parent or guardian and then the emergency contacts on file. If a student remains unclaimed ninety (90) minutes after the end of the session and HCM has been unable to

reach anyone, HCM will contact local law enforcement or child welfare authorities as required to ensure the student's safety.

12.6 Authorized pickup. HCM will release a minor student only to a parent, guardian, or an adult designated in writing on the student's account. Please keep this list current.

13. CLOSURES, WEATHER, AND EMERGENCIES

13.1 Scheduled closures. Scheduled closures appear on the published calendar and are already reflected in the annual tuition calculation. They do not generate credits or refunds.

13.2 Unscheduled closure. HCM may close for severe weather, flooding, loss of power or utilities, public health orders, or other emergencies. HCM will communicate closures by email and, where possible, by text message.

13.3 Online substitution. HCM may deliver instruction online during a closure or emergency. AN ONLINE LESSON OR CLASS IS A LESSON DELIVERED UNDER THIS AGREEMENT and does not generate a makeup credit or refund.

13.4 Force majeure. HCM is not liable for any failure or delay in providing instruction caused by circumstances beyond its reasonable control, including severe weather, natural disaster, fire, flood, epidemic or pandemic, government order, utility or internet failure, or loss of access to the premises. Where instruction cannot be delivered in person or online for an extended period, HCM will communicate with families regarding scheduling adjustments.

14. RECITALS AND PERFORMANCES

Participation in recitals and performances is optional and is open to all enrolled students. Recital fees are not included in tuition. Fees, dates, and registration deadlines will be announced at least thirty (30) days before each recital session. Recital fees are charged per student and are non-refundable once the registration deadline has passed, except where HCM cancels the event.

15. STUDENT SAFETY

The safety of our students is fundamental to how HCM operates.

15.1 Faculty screening and conduct. All HCM faculty and staff undergo a criminal background check and sign HCM's Code of Conduct as a condition of engagement.

15.2 Observable instruction. Lessons are conducted with the studio door open or in rooms that can be readily observed by others.

15.3 Communication with minors. Faculty communicate with minor students only through HCM-approved channels, only about lessons, practice, and Conservatory activities, and with the parent or guardian included.

15.4 Family cooperation. You agree not to request or arrange private communication, private meetings, transportation, babysitting, or social contact between HCM faculty and your student outside of scheduled Conservatory activities. This protects both your student and our faculty.

15.5 Concerns. Any concern regarding student safety should be reported immediately to the Founder & Director at info@houstonconservatoryofmusic.com or (832) 371-9494. Reports are taken seriously and handled confidentially to the fullest extent possible.

16. MEDIA AND PHOTOGRAPHY

16.1 On premises. HCM may photograph or record lessons, classes, recitals, and events on its premises for instructional, archival, and internal purposes.

16.2 Publication requires separate consent. HCM WILL NOT PUBLISH OR USE ANY PHOTOGRAPH, VIDEO, OR RECORDING THAT IDENTIFIES A STUDENT FOR MARKETING, PROMOTIONAL, SOCIAL MEDIA, OR PUBLICITY PURPOSES UNLESS A SIGNED MEDIA RELEASE FOR THAT STUDENT IS ON FILE WITH HCM. A media release is optional. Declining has no effect whatsoever on enrollment, teacher assignment, scheduling, or participation in any HCM activity.

16.3 Scope of any release given. Where a media release is on file, HCM will not publish a student's full name alongside their image and will not publish information identifying a student's regular schedule or location.

16.4 Revocation. You may revoke a media release at any time by written notice to info@houstonconservatoryofmusic.com. Revocation applies going forward. HCM will remove the material from channels it controls within a reasonable time but cannot retrieve material already printed, distributed, or shared by third parties.

16.5 Recording by families. Families may photograph or record their own student. Recording a lesson or class requires the teacher's advance consent. Recording or photographing other students without their family's permission is not permitted, and HCM asks that such material not be posted publicly.

17. INSTRUCTIONAL MATERIALS AND PRACTICE

17.1 Materials. Families are responsible for purchasing required books, sheet music, accessories, and any required instrument, unless HCM states otherwise.

17.2 Practice instrument. Students are expected to have regular access to an appropriate practice instrument at home. Progress depends substantially on consistent practice between lessons.

17.3 Proprietary materials. Curricula, methods, and teaching materials developed by HCM or its faculty remain the property of HCM or the faculty member and may not be copied, distributed, or used commercially outside HCM.

17.4 No guarantee of results. HCM provides qualified instruction in good faith. HCM does not guarantee any particular level of musical achievement, rate of progress, competition or audition result, examination score, or admission outcome.

18. FACULTY ENGAGEMENT OUTSIDE HCM

You acknowledge that HCM faculty are engaged under agreements that restrict them from soliciting or privately teaching HCM students. You agree not to knowingly engage an HCM faculty member for private instruction outside of HCM during your enrollment and for six (6) months following the end of your enrollment.

YOU ACKNOWLEDGE THAT ANY PRIVATE ARRANGEMENT MADE DIRECTLY WITH AN INSTRUCTOR OUTSIDE OF HCM IS ENTIRELY OUTSIDE THIS AGREEMENT. HCM PROVIDES NO SUPERVISION, VETTING, INSURANCE, FACILITY, OR OVERSIGHT FOR ANY SUCH ARRANGEMENT AND BEARS NO RESPONSIBILITY OR LIABILITY FOR IT.

19. FACILITY RULES AND CONDUCT

19.1 Facility. Please help us maintain a welcoming space. Food and open drink containers are not permitted in studios or classrooms. Siblings and guests in the lobby remain the responsibility of the accompanying adult. Please observe posted parking rules.

19.2 Student conduct. Students are expected to treat faculty, staff, other students, instruments, and the facility with respect.

19.3 Family conduct. HCM is committed to a workplace free of abuse and harassment. Conduct by a parent, guardian, or guest that is abusive, threatening, harassing, or disruptive toward faculty, staff, students, or other families is grounds for immediate dismissal from the program.

19.4 Dismissal. HCM may suspend or dismiss a student for conduct that endangers or materially disrupts others, for non-payment, or for a violation of Section 19.3. Where HCM dismisses a student for cause, tuition already charged is not refunded. Where HCM dismisses a student for reasons unrelated to conduct or payment, HCM will refund the unused portion of the current month's tuition.

20. HEALTH AND EMERGENCY MEDICAL AUTHORIZATION

You agree to keep current emergency contact information and to inform HCM in writing of any medical condition, allergy, physical limitation, or accommodation need relevant to your student's participation.

IN THE EVENT OF AN INJURY OR MEDICAL EMERGENCY, YOU AUTHORIZE HCM TO SEEK EMERGENCY MEDICAL ATTENTION FOR YOUR STUDENT, INCLUDING CALLING 911 AND ARRANGING TRANSPORT, IF HCM IS UNABLE TO REACH YOU PROMPTLY. YOU ARE RESPONSIBLE FOR ANY RESULTING MEDICAL COSTS.

21. ASSUMPTION OF RISK, LIMITATION OF LIABILITY, AND INDEMNITY

PLEASE READ THIS SECTION CAREFULLY. IT LIMITS HCM'S LIABILITY TO YOU AND REQUIRES YOU TO INDEMNIFY HCM IN CERTAIN CIRCUMSTANCES.

21.1 ASSUMPTION OF ORDINARY RISKS. YOU UNDERSTAND THAT MUSIC INSTRUCTION AND PERFORMANCE INVOLVE ORDINARY RISKS, INCLUDING BUT NOT LIMITED TO REPETITIVE STRAIN AND MUSCULOSKELETAL DISCOMFORT, HEARING EXPOSURE, HANDLING OF INSTRUMENTS AND EQUIPMENT, AND ORDINARY RISKS PRESENT ON ANY COMMERCIAL PREMISES SUCH AS SLIPS, TRIPS, AND FALLS. YOU KNOWINGLY AND VOLUNTARILY ACCEPT THESE ORDINARY RISKS ON BEHALF OF YOURSELF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF YOUR STUDENT.

21.2 PERSONAL PROPERTY. HCM IS NOT RESPONSIBLE FOR LOSS OF, THEFT OF, OR DAMAGE TO PERSONAL PROPERTY BROUGHT ONTO THE PREMISES, INCLUDING INSTRUMENTS, CASES, ELECTRONICS, AND CLOTHING. INSTRUMENTS AND BELONGINGS ARE LEFT ON THE PREMISES AT YOUR OWN RISK.

21.3 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, HCM'S TOTAL LIABILITY TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED UNDER IT SHALL NOT EXCEED THE TOTAL AMOUNT OF TUITION AND FEES YOU PAID TO HCM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. HCM SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST OPPORTUNITIES.

21.4 EXCLUSIONS. NOTHING IN THIS SECTION LIMITS HCM'S LIABILITY FOR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER TEXAS LAW.

21.5 INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HCM AND ITS OWNERS, OFFICERS, FACULTY, STAFF, AND CONTRACTORS FROM ANY CLAIM, DAMAGE, LOSS, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF DAMAGE TO PROPERTY OR INJURY TO ANY PERSON CAUSED BY YOU, YOUR STUDENT, OR ANY GUEST YOU BRING TO THE PREMISES, OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT.

22. COMMUNICATIONS AND CONSENT

22.1 Service communications. By enrolling, you consent to receive communications from HCM by email regarding your account, scheduling, closures, billing, and other operational matters. These are necessary to the service and cannot be opted out of while enrolled.

22.2 Text messages. If you provide a mobile number and opt in, HCM may send text messages regarding scheduling, reminders, and closures. Message and data rates may apply. You may opt out at any time by replying STOP or by contacting HCM. Text-message consent is not a condition of enrollment.

22.3 Marketing. HCM may send occasional announcements about recitals, workshops, and programs. You may unsubscribe from marketing messages at any time using the link in those messages, without affecting service communications.

23. PRIVACY AND STUDENT DATA

23.1 What we collect. HCM collects the information necessary to operate the school: student and parent names, contact information, emergency contacts, scheduling and attendance records, billing records, and any information you choose to share regarding accommodations or medical needs.

23.2 Service providers. HCM uses third-party providers for enrollment management, scheduling, communications, and payment processing. These providers process information on HCM's behalf and are permitted to use it only to provide those services.

23.3 No sale of data. HCM does not sell student or family information.

23.4 Children's privacy. Where a student under 13 is given access to an online account or portal, HCM collects that information with parental consent and uses it solely to support the student's instruction. You may review or request deletion of that information by contacting HCM.

23.5 Retention. HCM retains records for as long as needed to operate the school and to meet its legal, tax, and accounting obligations.

23.6 Requests. To review, correct, or request deletion of information, contact info@houstonconservatoryofmusic.com.

24. NON-DISCRIMINATION

HCM welcomes students and families without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, or any other characteristic protected by applicable law. HCM will make reasonable accommodations for students with disabilities; please contact us to discuss your student's needs.

25. CHANGES TO THESE TERMS

HCM may amend these Terms. HCM will provide notice of material changes by email to the address on your account and will post the updated Terms in the enrollment system. Continued enrollment after the effective date of the change constitutes acceptance. HCM may require families to re-accept the Terms following a material change. Each version of these Terms carries a version number and effective date shown at the top of the document.

26. DISPUTE RESOLUTION

26.1 Informal resolution first. Most concerns are resolved by talking with us. Before commencing any legal proceeding, you agree to notify HCM in writing at info@houstonconservatoryofmusic.com describing the dispute and the resolution sought, and both parties agree to make a good-faith effort to resolve it for a period of thirty (30) days from that notice.

26.2 Small claims preserved. Nothing in this section prevents either party from bringing a claim in the appropriate Justice of the Peace or small claims court in Harris County, Texas.

26.3 Attorneys' fees. In any action to enforce this agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs to the extent permitted by law.

27. GENERAL PROVISIONS

27.1 Governing law and venue. This agreement is governed by the laws of the State of Texas without regard to its conflict-of-laws rules. Venue for any action relating to this agreement lies exclusively in Harris County, Texas. This venue provision is mandatory and not permissive.

27.2 Severability. If any provision of this agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in full force and effect.

27.3 Entire agreement. These Terms, together with the published academic calendar and any media release or supplemental form you sign, constitute the entire agreement between you and HCM regarding enrollment and supersede all prior oral or written understandings.

27.4 No waiver. HCM's failure to enforce any provision, or its decision to grant an accommodation in a particular case, does not waive that provision or any other and does not create a precedent or entitlement.

27.5 Assignment. You may not assign this agreement. HCM may assign it to a successor entity or to an entity acquiring substantially all of its assets.

27.6 Headings. Section headings are for convenience only and do not affect interpretation.

ACCEPTANCE

By accepting these Terms in HCM's enrollment system, you confirm that you have read and understood them, that you have the authority to enroll the student named on the account, and that you agree to be bound by them.

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