***Alliance Française de Jacksonville***

***Language Learning Policy***

By signing the Registration Form for classes, you agreed to be bound by the following terms and conditions.

1. **Payments**
2. Before your first class, you must:
   1. Fill out and sign a French Language Learning Program Registration Form (“Registration Form”).
   2. Pay the full amount due as indicated on the Registration Form by check or money order (made out to Alliance Française de Jacksonville).
   3. Be a member or sign up for membership in the Alliance Française de Jacksonville (AFJ).
3. Private and semi-private classes are offered in blocks of at least 5 hours.
4. Group classes are offered in blocks of at least 10 hours each.
5. Tuition fees are not transferrable.
6. Tuition fees do not include any book or other aides (if your teacher should recommend any).
7. **Refunds**
8. There will be no refund under any circumstances 24 hours after the end of the first class period (the “Refund Deadline”).
9. Prior to the Refund Deadline, Tuition Fees will be refunded upon written request, minus a $30.00 administrative fee. However, no refund or credit will be given for the class taken if you attended the first class.
10. In case of incompatibility between student and teacher, you may request to be reassigned to a different teacher, please email afjax@aol.com. Reassignment is subject to approval by AFJ.
11. **Attendance**
12. Class frequency and duration will be determined by your teacher according to student needs.
13. If you cannot attend a class, in exceptional circumstances, upon written request and at AFJ’s sole discretion, you may be allowed to attend a rescheduled class without paying an additional fee.
14. If all students attending a group class request to reschedule a class period at least 48 hours in advance, that class may be rescheduled at the teacher’s sole discretion, if reasonably feasible.
15. **Cancellations**
16. AFJ may in its sole discretion change the scheduled time of a class or cancel a class.
17. If AFJ cancels a class and it cannot be rescheduled, a refund will be extended for the number of hours canceled notwithstanding Section II above.
18. If you need to cancel a private or semi-private lesson, please contact your teacher directly 24 hours in advance. Notwithstanding the Attendance Policy in Section III, your teacher may give you credit for a missed private or semi-private class, at his or her discretion, but only if the teacher was contacted as provided in this Paragraph.
19. **Hold harmless, indemnify, liability**

The classes are taught by independent contractors under contract with AFJ (Teachers) and take place at locations rented from or made available by various individuals or entities (Hosts). The Teachers and Hosts are intended third party beneficiaries of this Section.

1. You do and will hold AFJ and its Directors, the Teachers and the Hosts harmless from any claim, cause of action, suit, petition, or demand of any kind by whomever brought, that arises out of or is in any way related to the classes you attend.
2. You shall indemnify AFJ and its Directors, the Teachers and the Hosts for any monetary assessment, arising from any claim, cause of action, suit, petition, or demand of any kind, by whomever brought, that arises out of or is in any way related to the classes you attend, including but not limited to (i) payment of any penalty, fine, judgment award or decree, (ii) payment of any court cost or attorneys’ fees to a prevailing party, and (iii) the payment of costs and attorneys’ fees incurred by AFJ in defending any such claim, demand or cause of action as described above.
3. In no event shall AFJ, its Directors, the Teachers or the Hosts, be liable for any damages whatsoever, including without limitation, direct, indirect, special, incidental, or consequential damages of any kind, above the amount of tuition paid.
4. **Additional terms**
5. In case of dispute, you agree to submit your dispute to pre-litigation mediation. If mediation fails, any dispute would be adjudicated under Florida law. Furthermore, any such dispute would be heard by, and you agree to subject yourself to the jurisdiction of, such Florida court in Duval County, Florida as has subject matter jurisdiction.
6. It is agreed and understood that you did not rely on any promises or representations that do not appear written here and incorporated into the Registration Form.
7. Any failure to insist on the performance of any of the terms and conditions listed here and incorporated into the Registration Form shall not be construed as waiving any other term or condition at any other time.



**Signature Page**

I have received/read a copy of the Alliance Française de Jacksonville Language Learning Policy and agree to be bound by its terms and conditions.

Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian if Student is a minor