### Sotheby's

### SIA Summer Institute Pre-College Agreements: Summer 2024

#### Student and Parent/Guardian Agreement

#### **Tuition & Fees**

#### **Residential Program**

Students live in dorm-like facilities in the center of the city.

Program Cost*	\$6,845 per term
Tuition + room and board	
Additional Fees	\$375 per term
Health Fee and Materials Fee	
Total Cost of Attendance	\$7,220

#### Day (Non-residential) Program

Students commute to class every day and do not receive room and board.

Program Cost*	\$5,560 per term
Tuition	
Additional Fees	\$375 per term
Health Fee and Materials Fee	
Total Cost of Attendance	\$5,935

\*Includes a non-refundable processing fee in the amount of \$245.

\*Students may enroll in multiple terms for a \$425 discount on tuition per term.

#### **Refund Policy**

Deposits and Processing Fees for the Summer Institute are non-refundable. To withdraw from the program for any reason prior to the start of the term, the student must notify the Summer Institute in writing via email and depending on the date of withdrawal, a portion of the tuition and fees previously paid may be refunded. No refunds will be given for early departures from a program, once it is underway, whether voluntary or otherwise.

Date of receipt of written cancellation notification	Amount of tuition and fees refund less non- refundable deposit
Before March 15	100%
March 16 - April 15	60%
April 16 - May 15	30%
After May 15	0%

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#### **Acceptance of School Policies**

Parent/Guardian and Student agree that they will comply with the rules and policies governing the Program, including those set forth in the Student Handbook. Violation of these rules and policies may lead to disciplinary action at The School's discretion up to and including dismissal from the Program without refund of tuition or fees.

#### Permission to Use Photographic Images

Please note that Sotheby's Summer Institute (as well as students of Sotheby's Institute of Art) may from time to time photograph or make audio or visual recordings of students or activities in which the students are engaged. By participating in Summer Institute, Parent/Guardian and Student hereby grant The Institute (i) permission to use any photographs or audio or visual recordings of Students, Parents/Guardians or activities in which the Students are engaged that The Institute or Students take in any media now known or later devised, without attribution or payment or any other consideration (ii) permission to utilize the Student's first name and last initial, photographs and recordings taken either by The Institute or other Students, in any media now known or later devised, without photographs and recordings taken either by The Institute or other Students, in any media now known or later devised, without payment or any other consideration; and (iii) the right and ability to alter, copy, display, distribute, edit, exhibit, modify, perform, publish or create derivative works of any of the audio and visual photographs and recordings, all for the purpose of advertising, promoting and increasing awareness of The Institute, and to inform the public about The Institute. The Institute (or the Student that took the photograph or made the audio or visual recording) will own all right, title and interest in the audio and visual photographs and recordings.

#### **Assumption of Risk**

Student and Parent/Guardian understand and agree that Sotheby's Summer Institute ("Program") activities may involve known and unknown risks to Student and his/her property, and that Institute of Media and Communications LLC d/b/a Sotheby's Institute of Art (the "Institute") cannot guarantee the safety of Student or his/her property.

These risks can include, among others (by way of example and without limitation): dangers of collision with pedestrians, vehicles, and fixed or moving objects; dangers associated with swimming and amusement parks; the negligent or wrongful conduct of other students; loss of property; and minor or serious injury and/or death. Any activities that Student may undertake in connection with the Program will be considered to have been undertaken with Student's and Parent/Guardian's approval and understanding of any and all risks involved, which risks are willingly assumed by Student and Parent/Guardian.

#### **Release of Claims**

In consideration of participating in the Program, Student and Parent/Guardian agree for Student and on behalf of Student's heirs, executors and assigns, to release and discharge The Institute from any and all claims which may arise from any cause whatsoever, including any negligent act or omission of The Institute or others.

Student and Parent/Guardian further release and discharge The Institute from liability for any accident, illness, injury, loss or damage to Student or his/her personal property, or any other consequence arising or resulting directly or indirectly from Student's participation in the Program.

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Student and Parent/Guardian intend that the release of claims be complete defenses to any and all actions, claims or demands that Student, Parent/Guardian or Student's heirs, executors or assigns have or may have for injuries to person or property, including death, as a result of Student's participation in the Program.

#### **Indemnification and Hold Harmless**

Parent/Guardian hereby agrees to indemnify, defend, and hold harmless The Institute and its officers, directors, members, employees and agents, from and against any cost or expense (including reasonable attorney's fees) arising from any and all actions, claims or demands that Student, Parent/Guardian or Student's heirs, executors or assigns may have against The Institute on account of injuries, losses or liability suffered or sustained by Student, regardless of cause or fault, as a result of, arising out of, associated with, directly or indirectly, Student's participation in the Program and any and all related activities, on or off the Program's campus.

#### **Physical Condition and Insurance**

Student and Parent/Guardian attest that Student is physically and mentally capable of participating in the Program and has no known health restrictions that might jeopardize his or her safety or health or the safety or health of others during his or her participation in the Program. Parent/Guardian agrees to be solely responsible for payment in full of all costs of medical care Student may receive.

#### **Privacy Policy**

The Institute may use Student and Parent/Guardian personal information in accordance with our privacy policy.

#### Severability

It is understood and agreed that, if any provision of this Agreement is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

#### **Governing Law and Venue**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York without giving effect to conflicts of laws rules. The venue for any action arising out of this Agreement shall be New York, New York.

#### **Entire Agreement**

This Agreement constitutes the entire agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. The terms of this Agreement supersede any earlier written or oral understandings or agreements between the parties.

### Student and Parent/Guardian acknowledge that they have read this Agreement, understand its meaning and effect, and agree to be bound by it.