

Musicians Mobile Service Agreement

This Agreement (“Agreement”) is entered into as of _____ (date) by and between InfiNate Productions LLC dba Musicians Mobile (“MM”) and _____, herein referred to as “Client,” and together referred to as “Parties.” In consideration of the mutual promises contained in this Agreement, Client and MM agree as follows:

1. Scope of Services. MM will provide a musical instructor (“Instructor”) to teach music lessons (“Lessons”) to _____ (“Student” [full name]) in Client’s home at a mutually agreed upon weekly time. Additionally, MM will provide Student with the opportunity to participate in MM’s musical recitals and programs.

2. Meeting Times. MM and Client will agree to a regular weekly time slot for Lessons at Client’s home. Instructor will meet with Student for _____ minutes. **A parent or guardian (18 years of age or older) must be present for MM’s home music lessons.**

3. Payment for Services. In consideration for the foregoing, Client will pay MM a bi-monthly (every two months) tuition equal to the fee schedule at the rate of \$_____ per _____-minute Lesson. Lessons must be paid for, in advance, one week prior to the first scheduled Lesson of each bi-monthly session. Payments shall be made to MM and shall be collected by Instructor.

4. Curriculum. The curriculum or Lesson plan offered to Student is at the discretion of MM and Instructor. It is MM’s goal to consider and align the curriculum with Student’s goals as closely as possible. However, MM reserves the right to offer and follow a curriculum that, in the professional opinion of Instructor, is best suited for Student and is most likely to lead to the best result.

5. Excused Absences. Client is allowed a maximum of **one of each** of the following two scenarios in a bi-monthly tuition period:

1. **One pre-arranged excused absence.** Client will provide a **minimum of two weeks notice** if they will be gone on a certain date. Instructor and Client will mutually choose whether they would like to cancel that Lesson or reschedule it.
2. **One “pop-up” excused absence.** If **during the pay period**, a conflict or illness “pops-up,” Client will provide Instructor with **24 – 48 hours notice** that they will not be able to attend the Lesson, and the Lesson will be rescheduled. If Instructor is not able to make up the Lesson, it will be credited to the next tuition period.

For excused absences, Instructor will provide a make-up Lesson by either increasing the time of future Lessons or providing a separate make-up Lesson. If Instructor cannot accommodate the make-up Lesson within the tuition period, Client will be credited one Lesson in the next tuition period.

6. Holidays and Vacations. In addition, **two additional pre-arranged excused absences** (a total of three) are allowed in each the **November-December** and **July-August** tuition periods, which will allow Client more flexibility during the holiday season and summer months.

7. Unexcused Absences. Tuition for unexcused absences is forfeited. Unexcused absences include the following scenarios:

1. Absences that exceed the number of excused pre-arranged and “pop-up” absences (as specified above).
2. Absences for which fewer than 24 hours notice is not provided.

In order to be retained in Instructor’s schedule, Client must abide by the rules concerning the number of allowable excused absences and the payment for unexcused absences.

8. Teacher Absences. Lessons that are cancelled by Instructor due to illness or other reasons will be rectified by providing a make-up Lesson or crediting the Lesson to Client (at MM’s discretion). Clients will not be penalized for teacher absences that are credited at the discretion of MM.

9. Student Attendance. In summary, to retain Instructor, Student is expected to maintain a minimum level of consistency equal to the total number of Lessons in a given bi-monthly session minus one. For example, the September-October session has nine Mondays. Student is expected to attend (or pay for) at least eight of those Mondays. Client shall not be penalized for teacher/excused absences that Instructor is unable to make up and are credited at the discretion of MM.

For your planning purposes, below is an estimate of the *minimum* number of Lessons for which Client must pay in order to retain Instructor. The number of Lessons in each two-month cycle fluctuates depending on holidays and the number of occurrences of each specific weekday within a two-month period. Please note that the numbers below are the total number of scheduled Lessons (variable depending on which day of the week Lesson is scheduled) minus one pre-arranged excused absence (with the exception of July-August and November-December, during which three pre-arranged absences are allowed due to vacations and holidays).

Jan-Feb: 7-8 lessons Mar-Apr: 7-8 lessons May-June: 7-8 lessons
Jul-Aug: 5-6 lessons Sep-Oct: 7-8 lessons Nov- Dec: 5-6 lessons

It is our intention to offer a reasonable degree of flexibility for our students and the consistency needed for both student development and for our teachers’ daily schedules and income.

6. Termination of Services. This Agreement shall stay in effect until terminated by either Party with a 30-day written notice. Notices shall be sent by e-mail to Musicians Mobile at natem@musiciansmobile.com or _____(Client’s e-mail).

7. General Provisions.

(a) Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of California. Client hereby expressly consents to the personal jurisdiction of the state and federal courts located in California for any lawsuit between the parties arising from or relating to this Agreement.

(b) Attorneys Fees and Costs. In the event there is a dispute between the parties hereto arising from this agreement, each party shall bear their own attorneys' fees, expert fees, non-judicially recoverable costs and court costs associated with the dispute.

- (c) **Entire Agreement & Modifications.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of MM and Client.
- (d) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- (e) **Successors and Assigns.** This Agreement will be binding upon Client's heirs, executors, administrators and other legal representatives and will be for the benefit of MM, its successors, and its assigns.
- (f) **Waiver.** If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.
- (g) **Corporate Authority.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement on behalf of the parties and that in so executing this Agreement the parties are formally bound to the provisions of this Agreement.

Musicians Mobile

Job Title: _____

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____