

Musicians Mobile Service Agreement

This Agreement ("Agreement") is entered into as of Month _____, Year _____ 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 the MM agree as follows:

1. Scope of Services. MM will provide a musical instructor ("Instructor") to teach music lessons ("Lessons") to _____ ("Student"), 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. MM's assigned instructor will meet for _____ minutes.

3. Payment for Services. In consideration for the foregoing, Client will pay MM a Monthly fee equal to the number of Lessons per month times the rate of \$_____ per _____ minute Lesson. Lessons must be paid for, in advance, at least two weeks prior to the first scheduled Lesson each month. Payments shall be made to MM and shall be collected by the 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 make the curriculum as close to Student's goals as possible, however, this is not always possible. MM reserves the right to offer and follow a curriculum that is best suited for each Student and appears to lead to the best result.

5. Lesson Cancellation Policy. To cancel a scheduled Lesson, Client shall inform Instructor as soon as it is reasonably foreseeable that Client will be absent. Absences are either excused or unexcused.

(a) Excused Absences: Client is required to provide instructor a 24-hour advance notice for an excused absence. Failure to provide a 24-hour notice will result in forfeiture of the funds paid for that Lesson. An excused absence may be rescheduled to a time at the Instructor's discretion or credited the following month.

(b) Unexcused Absences: Any absence without the required 24-hour notice is considered unexcused, cannot be made up, and will result in forfeiture of the funds paid for that Lesson. An unexcused absence must be paid for by Client as if the Lesson had been held.

(c) Excessive Absences: Client is allowed up to three (3) Excused absences per session. Any additional absences will be considered Unexcused and paid for regardless of 24-hour notice. National holidays are not counted as absences.

Musicians Mobile's sessions are defined as:

Fall	August 18-December 21 (Closed weeks of Christmas/New Year)
Spring	January 5-June 7
Summer	June 8- Aug 17

6. Termination of Services. This Agreement shall stay in effect until terminated by either Party with a 30-days written notice. Notices shall be sent by e-mail to:

Musicians Mobile: natem@musiciansmobile.com Client: _____

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.

Dated: _____

Musicians Mobile

By: _____

Name: _____

Title: _____

Dated: _____

Client: _____

By: _____