

## 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. Lesson charges will be invoiced by email within the first 10 days of the bi-monthly pay period with 15 days to make payment.

MM will bill for the number of lessons that would occur in the bi-monthly pay period +/- any credits/debits due from prior pay period. MM accepts bank draft, checks and cash. Credit cards can be accepted for an additional 3% fee. Payments are made payable to Musicians Mobile.

**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.** Excused absences are defined as absences where MM is given 24 hours’ notice that client will miss a lesson. We would prefer as much notice as possible to adjust our schedule if you are aware of upcoming dates you will be absent.

Client is allowed **2 excused absences per bi-monthly term** for January-February, March-April, May-June and September-October.

Client is allowed **4 excused absences per bi-monthly term** for July-August and November-December.

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 the excused absences in the next tuition period.

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

1. Absences that exceed the number of excused absences (as specified above).

2. Absences with less than 24 hours notice.

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.

**7. 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.

**8. Termination of Services.** This Agreement shall stay in effect until terminated by either Party with a 15-day written notice. Notices shall be sent by e-mail to Musicians Mobile at natem@musiciansmobile.com or \_\_\_\_\_ (Client's e-mail).

## **9. 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: \_\_\_\_\_