

## Monthly Contract for Private Music Instruction

Student:

Tutor: Todd Jacobs

Address:	
Day Phone:	
Evening Phone:	
E-Mail Address:	
LESSON DAY/TIME:	LESSON LOCATION:

The above named Tutor and the Student hereby enter into contract for **Weekly/Bi-Weekly** individual music lessons consisting of **30 Minutes/1 Hour** of instruction per lesson. Lessons will take place at the above listed location and scheduled time.

Tutoring shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and thereafter on a weekly/bi-weekly basis as contracted. The contract will automatically renew each month until terminated in writing by either party.

**Fee Schedule** – Fees shall be calculated at a per lesson rate according to the following chart. No further fees shall be charged for traveling or preparation time of the Tutor. Fees may be adjusted from time to time and shall become effective after giving the Student thirty (30) days written notice.

Lesson Length	Cost Per Lesson
30 minutes	\$25
1 Hour	\$40

**Payment** – Payment of \$\_\_\_\_\_ shall be made monthly in advance, no later than the first lesson of the contract period. Late payments will incur a \$5 penalty. Acceptable forms of payment include cash and check. In the event of a returned check, immediate payment of any outstanding charges plus a \$20 returned check fee must be made in cash.

**Late Arrival** – Fees are calculated according to the times stipulated in the schedule and no adjustment shall be made for time lost due to late arrival by the Student.

Any lost time due to the late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement by such amount of time that was lost.

**Lesson Cancellation** – Fees are based upon the Student's undertaking to attend all lessons as stipulated in the schedule above and no discount or refunds shall be given in respect to lessons not attended by the Student. If the Student gives 24 hours prior notice, attempts will be made to reschedule the lesson, but no guarantee is given that a make-up lesson will be scheduled.

The Tutor may cancel lessons by giving 24 hours prior notice to the Student. Where a lesson was pre-paid, the Tutor shall reschedule the appointment at a time agreeable to both parties. Failing which, the Student shall either be refunded the fee for the missed lesson or shall receive credit towards a future lesson.

**Alteration/Termination of Contract** – The contract may be altered at the renewal of the contract to adjust the frequency or the length of lessons, the lesson location, and/or lesson time. The contract may be terminated in writing by either party at any time. A refund of 50% will be given for remaining lessons if the contract is cancelled by the Student. A full refund for remaining lessons will be given if the contract is cancelled by the Tutor.

**Student (Parent/Guardian if Student is a minor):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tutor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **LESSON POLICIES**

- \* The student agrees to abide by the policies stipulated in the "Lesson Policies" handout.

## **CONTRACT PERIOD**

- \* The contract period of one month shall consist of four (4) consecutive weeks from the commencement of lessons or renewal of contract.

## **OBLIGATIONS OF THE TUTOR**

- \* The Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student.
- \* The Tutor shall keep confidential all information of the Student and shall contact other parties involved in the education of the Student only if given written permission by the Student to do so.
- \* The Tutor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Student.
- \* The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

## **OBLIGATIONS OF THE STUDENT**

- \* The Student undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.
- \* The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work in a timely manner.

## **NO WARRANTIES**

- \* The Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided.

## **STATUS OF THE TUTOR**

- \* It is expressly understood that the Student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

## **MINORS**

- \* Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

Parent/Guardian Contact Information:

Name: Address:
Day Phone: Evening Phone:
E-Mail Address: