

# Music & Art Lessons Agreement

Entered into on date of signed agreement.

Parties are known as "Provider" (EmpowerMe Arts) and the signee is known as "Client".

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

Client wishes to hire Provide to provide services relating to Client's project as detailed in this Agreement. Provider has agreed to provide such services according to the terms of this Agreement.

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### Terms

## Location and Delivery of Services

**Location.** Provider shall deliver Services to Client at the following physical location(s) or virtually via Zoom as requested and/or needed:

EmpowerMe Arts - Home Studio

23383 SE Fir St, Black Diamond WA 98010

**Delivery of Services.** Provider will provide all Services by unless otherwise specified in this Agreement. If a Zoom link is requested or needed, it will be provided to the Client within 24 hours of the scheduled lesson time.

## Fees and Payment

Client shall pay the Total Cost to Provider as follows:

Payment is due in advance of Client's first scheduled lesson. The semester is billed up front in full unless otherwise arranged due to specific circumstances.

If monthly payments have been arranged, payments are auto-billed on the 1st of every month via the payment method you provided. Should you enroll in lessons in the middle of a month, your amount will be pro-rated for the first month.

If a student's payment is not successfully processed by the set due date, the Provider reserves the right to suspend/cancel lessons, which may result in the student's chosen lesson time being given to another student.

If the Client has issues with a payment or payment due date, it is the Client's responsibility to reach out to the Provider via email at [admin@empowermearts.com](mailto:admin@empowermearts.com) as soon as possible to arrange an alternative solution.

## Intellectual Property

**Copyright Ownership.** In the event that any copyrighted work(s) are created as a result of the Services provided by Provider in accordance with this Agreement, Provider owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Provider and may be used in the reasonable course of Provider business.

**Permitted Uses of Product(s).** Provider grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Provider with attribution each time Client uses Provider's property. Personal use includes, but is not limited to, use within the following contexts:

With verbal consent from the teacher, students may record their teacher demonstrating a difficult subject for practice purposes. Nothing may be posted on social media without prior consent from EmpowerMe Arts. Non-approved posts include, but are not limited to:

- YouTube
- Facebook
- Instagram
- Tiktok
- Other online platforms

If you have any questions on what is permitted use, please email [admin@empowermearts.com](mailto:admin@empowermearts.com).

### **Photography Release.**

By signing this agreement, the Client is giving the Provider permission to use photography or video of students performing in recitals, at events, or in lessons for marketing purposes via social media, printed materials, and web.

If the Client would like to opt-out of the photography release, they can do so by contacting the Provider at [admin@empowermearts.com](mailto:admin@empowermearts.com).

## Limit of Liability

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Provider.

**Indemnification.** Client agrees to indemnify, defend and hold harmless Provider and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

## Cancellation, Rescheduling and No-Shows

**Cancellation, Rescheduling of Services, Tardiness or No-Show Client.** If Client desires to cancel Services, reschedule Services, or if it becomes impossible for EmpowerMe Arts to render Services due to the fault of the Client or parties related to Client, Client shall provide notice to Provider via email or phone call as soon as possible via the Notice provisions detailed in this Agreement.

No credits, banked lessons, or refunds will be issues for missed lessons. If you have an extenuating circumstance or emergency, please contact your teacher as soon as possible to determine an appropriate course of action.

EmpowerMe Arts has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Provider to provide the Services due to the fault of Client (or parties related to Client), and Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for scheduled lessons, or should it become impossible for EmpowerMe Arts to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing.

EmpowerMe Arts pricing is built as a membership and therefore, it is the Client's responsibility to arrange lesson times in a way that is sustainable to show up for as many as possible.

If for any reason, such as sickness, inclement weather, or other circumstances, the Client must miss a lesson, the following will be offered:

- A virtual lesson via Zoom with a minimum of 2 hours notice. No refund or makeup lesson will be given as the Provider is offering an alternative lesson option
- No refunds or makeups will be issues for group classes

If the Client is tardy to a scheduled lesson time, the Client will receive teaching through the remainder of their scheduled lesson time. The lesson time will not be extended to accommodate for the late start time.

If the scheduled teacher is unable to make it to a scheduled lesson, the Provider will arrange a substitute teacher. If a substitute teacher is not available, the Provider will make every attempt to reschedule the lesson. In the case that a substitute teacher or alternate time cannot be arranged, the Provider will issue a refund for the affected lesson.

### **Withdrawing from Lessons**

The Provider requires a written notice from the Client a minimum of 1 month prior to the desired end date. It is the Client's responsibility to contact the Provider via email at [admin@empowermearts.com](mailto:admin@empowermearts.com) with the written notice of withdrawal. If the Client's written notice is sent less than 30 days in advance, a fee equivalent to one month of lessons will be charged. There will be no refund offered for a cancellation of a group class.

## **Impossibility**

### **Force Majeure.**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within [number] days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of [number] days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

The Provider reserves the right to make an independent decision regarding closure. The Provider will take into consideration the safety of the Client and teachers traveling to class locations.

**Failure to Perform Services.** In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and

2. Offer an online lesson alternative option, or
3. Offer a rescheduled/makeup lesson, or if neither option is possible,
4. Refund the Client for the affected lesson.

## **Appropriate Conduct/ Safe Working Environment:**

### **Code of Conduct.**

The Provider and Client both agree to provide mutual respect and honor for individual physical, mental, and emotional well-being. The following will never be tolerated at an EmpowerMe Arts event of any kind:

- Bullying of any kind, including, but not limited to, physical, verbal, or emotional
- Hate Speech towards a people or group or any individual's gender, religious background, ethnicity, overall identity, or any other lawfully protected category.
- Any physical harm done intentionally to another student or teacher
- Any intentional destruction of another's property

### **Health & Safety.**

Client(s) further understand that EmpowerMe Arts complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree(s) that during the session, Client(s) and Client(s)' agents shall not carry weapons or firearms, be exposed to severe illness, or request EmpowerMe Arts to do anything illegal or unsafe. Further, EmpowerMe Arts will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, EmpowerMe Arts reserves the right to end service coverage immediately and/or leave the session. EmpowerMe Arts shall be entitled to retain all monies paid and Client(s) agree to relieve and hold EmpowerMe Arts harmless as a result of incomplete event coverage, or for a lapse in the quality of the Provider's work.

### **Parent/Guardian Attendance and Visitors in Lessons.**

EmpowerMe Arts recognizes that there may be certain circumstances where it would be beneficial for the Client to have a parent/guardian in attendance during the lesson. As a general rule, the Provider requests that there is no audience for private lessons as experience has shown that children tend to do best with a little distractions as possible. If the Client feels that a special arrangement is necessary, they will discuss this with the Provider prior to setting up their weekly lesson times.

In the event that the Client would like to have a guest be in attendance for a certain lesson, such as a visiting relative, arrangements need to be made with the teacher a minimum of 2 hours prior to the scheduled lesson time

## General Provisions

**Governing Law.** The laws of Washington govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email

1. Provider's Email: admin@empowermearts.com
2. Client Email: as provided in My Music Staff registration form

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The parties may amend this Agreement only by the parties' written consent via proper Notice.