CONTRACT FROM MELODY MUSIC STUDIOS

This is a contract between Melody Music Studios (MMS) and the instructor (you).

- 1. You are a sub-contractor; taxes are not deducted from your check. You will be issued a 1099 at the end of the year. Keep track of mileage and any teaching items purchased to write off your taxes. Checks are processed on the last business day of each month for payment. Another option is Paypal paid on the 2nd business day of the following month.
- 2. MMS automatically bills your students each month. You are responsible for emailing MMS about changes that would affect the billing. Please also inform MMS if you are out of town so you are not assigned a new student during that time.
- 3. <u>Student cancelations:</u> There is no credit if a student cancels a lesson, and makeup lessons are not guaranteed to the student. You can determine whether you can or want to offer a makeup lesson at your discretion. Makeup lessons are only given while a student is taking current lessons. However, credits can be issued for student cancelations from June-August with a 30-day notice.
- 4. <u>Instructor cancelations:</u> If you cancel a lesson, please contact the student or parent directly to let them know and reschedule if possible. If you or the student cannot schedule it, that lesson will be credited and deducted from your check. Please let MMS know immediately of any credits needed. Although you may reschedule lessons as needed, it is expected to keep a consistent weekly schedule as much as possible.
- 5. The first month is prorated when a student begins after the first of the month. The student has one business day grace period to cancel after the first lesson. If the student cancels by the following business day, you will be paid for that lesson unless the student is unhappy with your teaching, with a valid reason. Once the student continues, they must give a 30-day notice to cancel, postpone, or decrease lessons. If lessons are suspended due to non-payment, the 30-day notice does not apply.
- 6. Students are assigned within the status you've set up with MMS regarding openings and location (studio, student's home, or online). If you need to change the day, time, or date assigned, you may do so with the student directly and inform MMS of the schedule change. Once assigned according to your status, you must accept the student except in cases of emergencies or issues that arise. You can discuss this with the owner. Please change your status before a student is assigned to you. A "no-show" or no contact with your student or MMS is a breach of contract.
- 7. Melody Music Studios cannot guarantee the number of students assigned to the instructor. Students are assigned as they register.
- 8. You may choose the curriculum per student. You may purchase material and be reimbursed directly from the student or contact MMS to bill them and be reimbursed on your next check. Another option is finding the curriculum online and sending the link to the student so they can purchase it directly.
- 9. If a student is absent from the lesson without contacting you, please contact the student or parent(s) to find out why. If they do not respond within 48 hours, please let MMS know to follow up with them. If the student or parent continues not to respond, you will be notified by MMS to close their account.
- 10. Payment is per month based on a four-week month. There are four months per year with a 5th week. These lessons can be used towards your time off at your discretion. Please let your student or parent and MMS know the lesson date (s) you will take off and the date of the 5th lesson you're applying 30 days in advance or as soon as possible.
- 11. You cannot sub out your students to another instructor.

- 12. If lessons are canceled due to bad weather, you have up to three (3) months to give a makeup lesson(s). If a makeup lesson is not possible within this time frame, the missed lesson(s) will be credited to the student's account and deducted from your check.
- 13. Students are billed directly by MMS. Please do not accept payment from the student unless being reimbursed for books or materials. If a student or parent has any questions concerning billing or policies, please have them contact the office of MMS. Please do not answer their questions so as not to give incorrect information to them.
- 14. Any referrals by a current or former student of MMS must be billed through MMS. This includes former students that may want to resume lessons. Please contact MMS with their contact information or give the referral MMS information. You'll receive a \$25 bonus for referrals for either students or instructors that join MMS.
- 15. Starting on the 13th month of teaching a student, your monthly fee will be raised by \$5/month per 30-minute lesson. Subsequent years will be reviewed for possible raises. It is your responsibility to let the office of MMS know when it's been a year, and the raise will take effect after the instructor notifies MMS.
- 16. You may teach private students received independently of MMS or from another studio or school. However, you must not start a company directly competing with and modeled like MMS.
- 17. Your contact information is given to students directly only after registering. Please let students know to contact you directly for any schedule changes.
- 18. If you wish to resign, please give a 30-day notice to MMS to allow time for MMS to reassign your students to another instructor on staff. Once you're no longer on staff at MMS, you cannot continue teaching students assigned to you by MMS.
- 19. Melody Music Studios cannot be held responsible for personal injury or damages while teaching.