

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of _____, by and between _____ of _____, _____, _____, _____, and This Guy's LLC ("ThisGuysMusic.com") of 1020 N. Garfield Ave, Loveland, Colorado 80537.

1. DESCRIPTION OF SERVICES. Beginning on _____, ThisGuysMusic.com will provide to _____ the following services (collectively, the "Services"):

This Guy's LLC will provide Music Theory Lessons of at least 30 minutes and at most 3 hours at the service providers discretion. This may or may not include playing your instrument during the lesson. Cancellations must be made 48 hours in advance. Cancellations within 48 hours are not refundable, but are reschedulable. The rescheduled lesson must be within two weeks of the cancelled lesson. Cancelled lessons are transferable between students on a dollar-to-dollar basis, for example: If two children have one month of lessons paid for, and Child A stops mid month, Child B is only able to have one extra lesson even though two lessons are being missed by Child A. This is because each additional person costs \$22.50 when scheduled on the same day, and one person alone costs \$45 per lesson. This Guy's LLC reserves the right to apply discounts and remove them at will. Generally you will receive at least 30 days notice before the discount is removed. This Guy's LLC reserves the right to exchange these services for goods or other services at its discretion and on a case by case basis.

2. PAYMENT. Payment shall be made to This Guy's LLC, Loveland, Colorado 80537.

_____ agrees to pay This Guy's LLC as follows:

All lessons for the month will be paid for on either a monthly, or a bi-monthly basis. If monthly, all lessons for X month are due before the first day of X month. If bi-weekly, payment is due before the 1st, and then before the 15th of X month. Lessons are \$45 for a single person, and \$22.50 for each additional person scheduled on the same day. There are 6 month and 1 year discounts available for those looking to pay in one lump sum, these will be at the discretion of the service provider to apply.

Generally, I raise my prices once a year. New clients will get the new price, and previous clients will get a 4 month notice of the rate increase. If you pay 6 months in advance, you can keep your discount as long as you continue paying in 6 month intervals. Additional discounts and discount terms are subject to change.

_____ shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if _____ fails to pay for the Services when due, ThisGuysMusic.com has the option to treat such failure to

pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Payments made after they are 5 days late will have a \$35 fee added to the next billing cycle.

3. TERM. This Contract may be terminated by either party upon 32 days prior written notice to the other party. An email notice by one party will suffice.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by ThisGuysMusic.com in connection with the Services will be the exclusive property of ThisGuysMusic.com. Upon request, _____ will execute all documents necessary to confirm or perfect the exclusive ownership of ThisGuysMusic.com to the Work Product.

5. CONFIDENTIALITY. ThisGuysMusic.com, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ThisGuysMusic.com, or divulge, disclose, or communicate in any manner, any information that is proprietary to _____. ThisGuysMusic.com and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by _____ of these confidentiality obligations which allows ThisGuysMusic.com to disclose _____'s confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

6. WARRANTY. ThisGuysMusic.com shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ThisGuysMusic.com's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to ThisGuysMusic.com on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 12 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement

between the parties, if the writing is signed by the party obligated under the amendment or agreed to in electronic messaging formats (SMS, Email, etc.).

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Colorado.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in electronic messaging format (SMS, Email, etc.), in person in writing, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. _____, and Marco Garcia for This Guy's LLC, effective as of the date first above written.

Service Recipient:

By: _____

Service Provider:
This Guy's LLC

By: _____

Marco Garcia A.K.A. Zeke Kyoku