



## Teacher License Agreement

Teacher Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Store Location: \_\_\_\_\_ Primary Instrument: \_\_\_\_\_

(1) I am a professional teacher and musician. I am an independent licensee and not an employee of The Willis Music Company, Inc. As an independent licensee, I set my lessons rates and collect payment from my students. I am responsible for my own taxes, including self-employment taxes. I hold The Willis Music Company harmless for any liability in my non-payment of taxes. I determine the hours I would like to teach, the methods and course materials, and the type of instruction I offer.

(2) I will dress neatly and appropriately and conduct my teaching in a professional, business-like manner, knowing that even though I am an independent contractor, my studio is a reflection of The Willis Music Company. I agree that I will give my undivided attention to each student or group during the scheduled lessons time and will not allow interruptions of a personal nature, including cell phones and text messaging, except in the case of an emergency. It is my responsibility to meet lesson commitments as they are scheduled.

(3) I am licensing the use of individual studio space at the agreed upon price of \$7.00 per scheduled individual thirty (30) minute lesson (License Fee). License Fee may be discounted based on number of lessons taught, as outline in the following clause. I will be billed at the beginning of each month for the previous month's scheduled studio space. I will receive a summary of charges, and my account on file (per "Teacher Payment Authorization Form") will be charged on the 10<sup>th</sup> day of the month. I agree to collect payment from each student and understand that I am responsible for payment of all scheduled teaching space. If any studio fee goes unpaid five (5) days after its due date, this agreement may be terminated. If terminated, any money or time due to my students will be returned or compensated by me to protect The Willis Music Company's good business reputation. The License Fee can be changed upon 3 months notice to the licensee.

(4) I understand and agree that license fees are collected at the base rate of \$7 per half hour. This is determined monthly based on number of lessons taught by the teacher. Teachers will be charged \$7, with a \$1 discount offered per lesson if lesson count exceeds 20 lessons in given month. An additional \$1 discount will be offered per lesson if lesson count exceeds 40 lessons in given month.

(5) I agree to the terms and conditions of the lessons scheduling program on [www.willismusic.com](http://www.willismusic.com). I

will keep all my personal profile information current and truthful at all times, through the help of the lesson coordinator. All of the students that I teach at The Willis Music Company will be entered into the lessons scheduler. Failure to do so may result in the double booking of students, which makes for dissatisfied customers. Upon receiving an e-mail confirmation of a new scheduled lesson, I will call the student or parent to confirm the lessons within forty eight (48) hours.

(6) I am responsible for informing my students and the Education Coordinator at The Willis Music Company of my absence or unavailability to teach a scheduled lesson or utilize a previously-scheduled lesson period. Excessive absences, or absences without my personal notification to all students and the Education Coordinator, are grounds for termination of this agreement. I acknowledge and agree that The Willis Music Company will charge me for all scheduled lessons, regardless of the students' attendance. I understand that no refunds are given on the rent assessed for students because they do not show up for a lesson. The Willis Music Company has reserved that space and time for me, and I will be charged. To compensate for those instances, the fifth week of each month is offered rent free to all teachers for all scheduled lesson times. If I am unable to attend a lesson, I can inform the Education Coordinator of my absence and my bill may be adjusted.

(7) Studios are shared space with other teachers, employees of The Willis Music Company, and customers who may be trying out equipment. The Willis Music Company is not responsible for the loss or theft of items in the room. I am responsible for leaving the studio clean and neat. There is no food or drink allowed in the studios.

(8) I give full permission for The Willis Music Company to use my name and profile to advertise and promote the lessons program and to bring in new students for my benefit and the benefit of The Willis Music Company. Any students recruited by The Willis Music Company by way of physical literature, word-of-mouth or the Internet are to be considered customers of The Willis Music Company. I understand that my teaching of those students at a different venue or within my own home would be unethical and considered theft and grounds for termination of this agreement.

(9) I acknowledge all copyright laws. I understand that photocopying of any copyrighted work without permission, and unauthorized Internet downloading may be violations of those laws. I will not break federal copyright laws for the benefit of myself or my students.

(10) I understand that The Willis Music Company, for the safety and liability of all parties involved, requires that I submit to an investigative consumer report and background check and I hereby agree to such background check. Should any criminal history that could be construed to affect the safety of students or the liability of The Willis Music Company be found by the investigative consumer report, this agreement, even if signed, will be null and void immediately and I will not be permitted to utilize space in the The Willis Music Company teaching studios. I understand that every 4 years, I will be asked to pay for a background check update, used to protect myself and The Willis Music Company.

(11) I understand this agreement will automatically renew each year. At any time The Willis Music Company may require that I sign a new or revised agreement. This agreement may be terminated by The Willis Music Company at any time. I may terminate this agreement at any time upon thirty (30) days written notice to the Education Coordinator

(12) This agreement extends only to individual lessons. Any group lesson arrangement will be under a separate agreement, to be issued at the time of the group lesson planning and coordination.

(13) The Willis Music Company may furnish my studio as needed with a keyboard, drum kit, amplifier, or other equipment agreed to be necessary for instruction by the Education Coordinator. Such instruments and equipment are property of The Willis Music Company at all times, and cannot be used for personal use for any reason.

(14) I agree to hold The Willis Music Company harmless and free from damages sustained by person or property, and against all claims arising out of my actual use of the premises, not due to the negligence of The Willis Music Company, its agents and employees.

(15) The Willis Music Company offers teaching studios for independent licensees for music lessons. One of the objectives in offering teaching studios is to enhance the sale of musical merchandise. I agree to promote The Willis Music Company and to not promote any competitor of The Willis Music Company while teaching students within the Willis Music Company.

(16) This agreement is subject to the laws of Ohio, and shall inure to the benefit of and be binding upon me and The Willis Music Company, and our respective heirs, administrators, executors, successors and assigns.

(17) This agreement contains all the covenants, conditions, stipulations and provisions agreed upon by me and The Willis Music Company. No changes or amendments will be executed unless reduced to writing and signed by me and The Willis Music Company. Any previous agreement between me and The Willis Music Company is null and void with the execution of this agreement.

**Private Licensee (Teacher):**

Name: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**The Willis Music Company**

By: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_