

# MUSIC LESSON AGREEMENT

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This Music Lesson Agreement (this "**Agreement**") is entered into as of [ENROLLMENT DATE] (the "**Effective Date**") by and between:

[INSTRUCTOR/STUDIO LEGAL NAME], [a [STATE] [ENTITY TYPE] / an individual music instructor] located at [ADDRESS] ("Instructor," "we," or "us"); and

[PARENT/GUARDIAN OR ADULT STUDENT NAME], residing at [ADDRESS] ("Enrolling Party" or "you").

The Instructor and the Enrolling Party are each a "**Party**" and together the "**Parties**." The individual receiving lessons is the "**Student**": [STUDENT NAME], date of birth [DOB, if minor].

**Recitals.** The Instructor provides private music instruction. The Enrolling Party wishes to engage the Instructor for recurring lessons for the Student, and the Instructor agrees to provide instruction, on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

## 1. Lessons and Instruction

**1.1 Instrument and lessons.** The Instructor will provide lessons on [INSTRUMENT/VOICE] at the [BEGINNER / INTERMEDIATE / ADVANCED] level, beginning [START DATE].

**1.2 Schedule and length.** Lessons will be [NUMBER] minutes each, [NUMBER] time(s) per week, on [DAY(S)] at approximately [TIME], held [AT THE STUDIO / AT THE STUDENT'S HOME / ONLINE VIA [PLATFORM]]. The Parties will agree on any recurring schedule changes in writing.

**1.3 Instructional approach.** The Instructor will tailor lessons to the Student's goals and progress and may assign practice exercises and repertoire. The Instructor does not guarantee any particular level of skill, audition result, or performance outcome, which depend on the Student's practice and aptitude.

**1.4 Materials and equipment.** The Enrolling Party is responsible for providing the Student's instrument (or rental), sheet music, and supplies, unless the Parties agree otherwise. Method books and materials are billed at [INCLUDED / \$AMOUNT] AS INCURRED].

## 2. Tuition and Fees

**2.1 Lesson fee.** The Enrolling Party will pay \$AMOUNT per lesson, or a package rate of \$AMOUNT for [NUMBER] lessons, plus a one-time registration fee of \$AMOUNT if applicable.

**2.2 Billing and payment.** Lessons are billed [PER LESSON / MONTHLY IN ADVANCE / PER PACKAGE] and are due [ON OR BEFORE THE FIRST LESSON OF EACH MONTH / AT BOOKING]. The Enrolling Party authorizes the Instructor to charge the payment method on file on each due date.

**2.3 Late and returned payments.** Tuition unpaid by [NUMBER] days after its due date accrues a late fee of \$AMOUNT OR %, to the extent permitted by applicable law. A returned or declined payment incurs a fee of

**[\$AMOUNT]**. The Instructor may pause lessons while an account is past due.

**2.4 Reserved time.** The lesson time is reserved exclusively for the Student. Except as provided in Section 3, fees are earned when a lesson is reserved and are not refundable for lessons the Student does not attend, subject to non-waivable consumer protections under applicable local law.

### 3. Cancellations, Make-Ups, and Absences

**3.1 Student cancellations.** To cancel a lesson without forfeiting the fee, the Enrolling Party must notify the Instructor at least **[NUMBER, e.g. 24]** hours in advance. Timely-cancelled lessons may be rescheduled as a make-up within **[NUMBER]** days, subject to the Instructor's availability.

**3.2 Late cancellations and no-shows.** A lesson cancelled with less than the required notice, or missed without notice, is forfeited and charged in full.

**3.3 Instructor cancellations.** If the Instructor cancels a lesson, it will be rescheduled as a make-up at no additional charge, or credited toward future fees if no make-up can be arranged.

**3.4 Extended absence.** For a planned extended absence (illness, travel), the Parties will discuss pausing lessons. Reserved-time holds beyond **[NUMBER]** consecutive weeks may release the recurring slot.

**3.5 Tardiness.** If the Student is late, the lesson will still end at the scheduled time, and the Instructor is not obligated to extend it.

### 4. Practice, Conduct, and Responsibilities

**4.1 Practice.** Progress depends on regular practice. The Enrolling Party agrees to support a consistent practice routine between lessons.

**4.2 Conduct.** The Student will treat the Instructor, the instrument, and the lesson space with respect and follow reasonable instructions.

**4.3 Lesson location and supervision.** For in-home or in-studio lessons with a minor Student, the Enrolling Party will ensure a responsible adult is present or reachable as the Parties agree. For online lessons, the Enrolling Party will provide a suitable device, connection, and space.

**4.4 Health.** The Enrolling Party will keep an ill Student home and reschedule, and will disclose any condition relevant to the Student's safe participation.

### 5. Term, Withdrawal, and Termination

**5.1 Term.** This Agreement begins on the Effective Date and continues on a **[MONTH-TO-MONTH / TERM]** basis until terminated under this Section.

**5.2 Withdrawal.** Either Party may end recurring lessons on **[NUMBER, e.g. 14]** days' written notice. Fees are charged for lessons through the end of the notice period; the registration fee is non-refundable.

**5.3 Termination for cause.** Either Party may terminate immediately on written notice for the other's material breach, including non-payment or conduct that makes lessons impractical. The Instructor will refund any prepaid, unearned fees.

**5.4 Unused package lessons.** Prepaid package lessons not used before termination will be **[REFUNDED PRO RATA AT THE PER-LESSON RATE / CREDITED]**, except as required by applicable law.

### 6. Recordings, Media, and Privacy

**6.1 Lesson recordings.** Either Party may record a lesson only with the other's consent. Recordings are for the Student's personal practice use and may not be published without the Instructor's written permission.

**6.2 Media consent.** The Enrolling Party **[GRANTS / DOES NOT GRANT]** the Instructor permission to photograph or record the Student at lessons, recitals, or performances and to use such media for promotional purposes. Consent may be withdrawn in writing on a going-forward basis.

**6.3 Privacy.** The Instructor will keep the Student's personal information confidential and use it only to administer lessons, except as required by law.

## 7. Liability and General Provisions

**7.1 Assumption of ordinary risk and release.** The Enrolling Party understands that music instruction carries ordinary risks. To the fullest extent permitted by applicable law, the Enrolling Party releases the Instructor from liability for ordinary risks of participation. This release does not apply to the Instructor's gross negligence or willful misconduct, or to any liability that cannot be released by law.

**7.2 Limitation of liability.** To the fullest extent permitted by applicable law, the Instructor's total liability arising out of this Agreement will not exceed the fees paid by the Enrolling Party in the **[NUMBER, e.g. 3]** months before the event giving rise to the claim. Neither Party is liable for indirect or consequential damages.

**7.3 Equipment and property.** The Instructor is not responsible for damage to the Student's instrument or property except to the extent caused by the Instructor's negligence or misconduct.

**7.4 Independent status.** If the Instructor is an individual, the Instructor acts as an independent contractor and not as the Enrolling Party's employee.

**7.5 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE]**.

**7.6 Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**7.7 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**7.8 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

### INSTRUCTOR / STUDIO

### ENROLLING PARTY (PARENT/GUARDIAN OR ADULT STUDENT)

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

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

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[N/A]**

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

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

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