

Music Lesson Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Music Lesson Agreement

This Music Lesson Agreement (this "Agreement") is made on [Date] between [Instructor's full legal name or business name] of [Instructor's address] (the "Instructor") and [Student's full legal name] of [Student's address] (the "Student") and, where the Student is a minor, [Parent or guardian's full legal name] (the "Parent/Guardian"), who joins this Agreement as the party responsible for scheduling, payment and the decisions it asks a party to make on the Student's behalf. Where the Student is not a minor, references in this Agreement to the Parent/Guardian mean the Student.

The Instructor agrees to provide the Student with music instruction described in clause 2, at the session rate in clause 3, on the schedule in clause 4. This Agreement also sets out what happens if a lesson is cancelled or missed, who provides the instrument used for lessons and who is responsible if it is damaged or lost, and the terms on which recitals or performances are part of the program.

1. The Parties and Their Contact Details

The Parent/Guardian can be reached on [Parent/Guardian's telephone number] and at [Parent/Guardian's email address], and shall tell the Instructor of any change to these details as soon as it happens. Where the Student is an adult taking lessons in their own right, this clause applies to the Student directly.

The Instructor can be reached on [Instructor's telephone number] and at [Instructor's email address]. The Instructor provides the lessons as an independent contractor and not as an employee of the Student or Parent/Guardian, is responsible for the Instructor's own taxes and insurance, and may teach other students, including at times adjacent to the Student's lessons.

2. Lessons Provided

The Instructor shall teach the Student [Instrument taught, e.g. piano, guitar, violin] (the "Instrument"), at approximately [Student's current level, e.g. beginner, intermediate] level, with the aim of [Student's goals for lessons, e.g. general musicianship, a specific exam or audition, or write "general progress"].

Lessons take place [Write "in person" or "online"] at [Where lessons take place, e.g. the Instructor's studio, the Student's home, or the video platform used for online lessons].

A change to this location or format requires the agreement of both the Instructor and the Parent/Guardian.

3. Session Rate and Payment

The Parent/Guardian shall pay the Instructor
[Rate, e.g. \$60 per lesson or \$220 per month for the schedule in clause 4] for the lessons described in this Agreement. A single additional or make-up lesson outside the regular schedule is charged at [Rate for an additional or one-off lesson] .

Invoices are issued [Invoicing frequency, e.g. monthly, in advance] and payable within [Number of days to pay an invoice, e.g. seven (7)] days by [Accepted payment methods] . An invoice unpaid [Number of days before a late fee applies, e.g. seven (7)] days after it falls due carries a late fee of [Late fee] , and the Instructor may decline to hold the Student's regular time slot while payment remains outstanding.

4. Scheduling

Beginning [Start date for lessons] , the Instructor shall teach the Student [Number of lessons per week or month] lesson(s) of [Length of each lesson, e.g. thirty (30) minutes] , on [Day(s) and time of the regular lesson] .

This Agreement continues on that recurring schedule until ended under clause 9. The Parent/Guardian shall request any change to the regular day or time by [How schedule changes are requested, e.g. text message to the Instructor] at least [Notice required to change a scheduled lesson, e.g. forty-eight (48) hours] before the affected lesson, and a change is confirmed only once the Instructor has agreed to it.

5. Cancellation, Late Arrival and Make-Up Lessons

A lesson cancelled by the Parent/Guardian with at least [Notice to cancel a lesson without charge, e.g. twenty-four (24) hours] notice is not charged, or is rescheduled to another time within the same week if both parties can agree one; a lesson cancelled with less notice, or missed without notice, is charged in full.

A Student who arrives late still ends at the lesson's scheduled finishing time, with no extension and no reduction in fee; the Instructor is not obliged to make up time lost to late arrival. Where the Instructor must cancel a lesson, the Instructor shall reschedule it to the earliest time both parties can agree, or credit the fee against the next invoice, at the Parent/Guardian's choice.

6. Instrument Provision, Damage and Loss

Unless the box below states otherwise, the Student supplies and maintains their own Instrument, in playable condition, for each lesson and for practice between lessons. The Instructor is not responsible for the maintenance, tuning, repair or insurance of an Instrument the Student owns.

Where the box below states that the Instructor or the studio provides an instrument for the Student's use during lessons (a "Loaner Instrument"), the Instructor supplies it in good working order, and the Student may use it only as stated below and only for so long as this Agreement remains in effect.

Where a Loaner Instrument is provided, the Parent/Guardian is responsible for any damage to or loss of the Loaner Instrument that occurs while it is in the Student's care, beyond ordinary wear from normal use, and shall pay the reasonable cost of its repair or, if it cannot reasonably be repaired, its replacement. This does not apply to damage caused by the Instructor's own negligence or to a defect present before the Loaner Instrument was handed to the Student.

The instrument arrangement for this Agreement is as follows:

(a) Who provides the Instrument used for lessons:

[Write "Student provides own instrument" or "Instructor/studio provides a loaner instrument"]

(b) If the Instructor or studio provides a Loaner Instrument, its make, model and any identifying serial number:

[Loaner instrument make, model and serial number, or write "not applicable"]

(c) Where the Loaner Instrument may be used:

[Write e.g. "at lessons only" or "Student may take it home between lessons"]

(d) Any deposit held against damage to or loss of the Loaner Instrument:

[Damage deposit amount, or write "none"]

7. Recital and Performance Participation

The Instructor [Write "holds" or "does not hold"] periodic recitals or performances as part of the lesson program, at which students may perform pieces prepared during lessons in front of an audience of family, friends and other students.

Where recitals are held, the Student's participation is [Write "expected" or "optional"] . Participation is intended to support the Student's progress and is not a condition of continuing lessons under this Agreement, and a Student who does not wish to perform may attend without performing or may be excused, at the Instructor's discretion.

Participation in a recital carries a fee of [Recital or performance fee, or write "none"] , which is [Write "included in the session rate" or "billed separately"] and covers venue, accompaniment or materials costs where applicable.

Where a recital or performance is open to the public or is recorded, the Parent/Guardian consents to the Student being photographed, filmed or recorded at that event and to the reasonable use of that image or recording by the Instructor to document or promote the lesson program, and releases the Instructor from liability for the Student's

attendance and participation, except to the extent caused by the Instructor's own negligence or wilful misconduct.

8. Conduct, Safety and Parental Responsibility

Where the Student is a minor, the Parent/Guardian is responsible for bringing the Student to each in-person lesson on time and collecting the Student promptly at its end, or, for an online lesson, for the Student's access to the device and connection needed to attend. The Parent/Guardian confirms whether a parent or guardian will remain on the premises during in-person lessons:

[Write "yes" or "no, the Instructor may supervise the Student for the lesson's duration"] .

The Instructor may end a lesson early, or decline to continue teaching the Student, if the Student's conduct is disruptive, unsafe, or prevents the lesson from proceeding, after telling the Parent/Guardian; fees for lessons already provided remain payable.

9. Termination

Either party may end this Agreement by giving

[Notice to end this Agreement, e.g. two (2) weeks] written notice. On the Agreement ending, the Instructor shall refund any fees paid in advance for lessons not yet given, less any amount owed under clause 5 for a lesson already cancelled without the required notice.

10. Limitation of Liability

The Instructor shall provide the lessons with reasonable care and skill. Except to the extent caused by the Instructor's negligence, wilful misconduct or breach of this Agreement, the Instructor is not liable for injury to the Student, or for loss of or damage to personal property the Student brings to a lesson or recital, arising from the Student's participation in lessons or in a recital or performance under clause 7.

The Instructor's total liability under this Agreement is limited to

[Limit on the Instructor's liability, e.g. the fees paid under this Agreement in the preceding three (3) months] .

Neither party is liable to the other for indirect or consequential loss. Nothing in this Agreement limits any liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence.

11. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Colorado] . The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the parties about the lessons described in it and replaces any earlier understanding on that subject. It may only be amended in writing signed by both parties. Neither party may assign it without the other's written consent.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it. Notices under this Agreement may be given by email or text message to the contact details in clause 1 and take effect when sent.

12. Signatures and Effective Date

This Agreement takes effect on the date of the last signature below and continues on the schedule in clause 4 until ended under clause 9. Clauses 5, 6, 7, 8, 10 and 11 survive its end.

The parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each party confirms that they have read this Agreement, that the details entered in it are accurate, and that they have received a copy.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Instructor

Signature: _____

Printed name: _____

Date: _____

Student, or Parent/Guardian if the Student is a minor

Signature: _____

Printed name: _____

Date: _____