

PACSON MUSIC STUDIOS

Coaching Agreement

PARTIES

This Coaching Agreement (hereinafter referred to as the “Agreement”) is entered on the effective date agreed after by both parties. The beginning and start date are recorded on the Acuity website.

The address of Pacson Music Studios, (hereinafter referred to as the “Coach”) and Student (indicated by the agreement of this contract with signature and in confirmation of scheduling lessons via written form) hereinafter referred to as the “Client” (collectively referred to as the “Parties”).

*Refer to the online scheduling, Acuity or any other scheduling tool used to confirm Parties.

PURPOSE OF THE AGREEMENT

The Purpose of this Agreement is to enter a musical coaching relationship between the Coach and the Client, where the Coach aids the Client in cultivating his/her personal, professional, musical, and/or business goals.

The Coach will also create a plan to carry out the goals mentioned in this Agreement to maximize the Client’s personal and/or professional potential.

TERM

This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force for a period of 10 lessons and or as long as the Coach and Client write a written agreement to continue the lessons for an indeterminate or determinate period.

This Agreement may be renewed only by the written consent of the Parties.

RESPONSIBILITIES AND DUTIES OF THE COACH TOWARD THE STUDENT

1. Teach musical technique
2. Respect the working relationship between the coach and the student
3. Create a positive and safe learning environment that encourages growth and learning

RESPONSIBILITIES AND DUTIES OF THE CLIENT TOWARD THE COACH

1. Let Coach know of any deadlines that the Coach must respect
2. Let Coach know of any medical ailments or any other health information that may impact the lessons.
3. Respect the studio and student-to-teacher relationship

PAYMENT FOR SERVICES

The Client will pay the Coach an amount determined based on the services chosen by the client.

The client is responsible for paying in advance.

There are no refunds after payments are paid. If the client decides to leave before the end of the agreed lessons, the client does not have the authority to ask for a refund.

CONFIDENTIALITY

All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Client unless disclosure is required according to the process of law.

Disclosing, sharing, taking ownership, using the terms and conditions of this Agreement, any materials provided, and any information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Coach. Doing so can lead to legal pursuit.

CANCELLATION / ABSENCE / RESCHEDULING POLICY

The Client agrees that it is his/her responsibility to notify the Coach at least 48 hours before any cancellation for any reason. This is done by a written confirmation. The client is responsible for providing their next available slot.

The Coach reserves the right to bill the Client for a missed lesson.

The Coach will attempt in good faith to reschedule the missed meeting.

The Coach reserves the right to cancel lessons for any reason and at any time and reschedule student lessons at both parties' available slot if they see fit.

In the case of last-minute cancellations or absences due to unforeseen events, the Client has the responsibility to contact the Coach. The Coach has the right to charge the Client the full amount for a lesson for the last-minute cancellation or absence if the coach sees fit.

LATENESS POLICY

The Coach has the right to cancel the lesson if the Client is 15 minutes late.

The Coach has the right to charge the full amount of a lesson.

The Client has the option to continue the class even if the client passes the 15-minute lateness policy. He or she will not receive a deduction from the amount paid that reflects the amount of time late. Ex : If said client is late for 30 minutes they will not have the right to pay for only half the course.

The client will be responsible for paying for the lesson regardless if the client arrives late and continues the lesson or decides to cancel the lesson due to tardiness. The lesson will be deducted from the package.

INTELLECTUAL PROPERTY

Hereby, the Client agrees that any intellectual property provided to him/her by the Coach will remain the sole property of the Coach, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information, or trade secrets.

EXCLUSIVITY

The Parties agree that this Agreement is not an exclusive arrangement and that the Coach is entitled to enter into other similar agreements with other clients.

LIMITATION OF LIABILITY

In no event shall the Coach be liable for any damages for any indirect, consequential, or special damages. The Coach, hereby, makes no guarantees, representations, or warranties of any kind or nature, express or implied, with respect to the coaching services negotiated, agreed upon, and rendered.

SEVERABILITY

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Belgium.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of Belgium.

ATTORNEY FEES

In the event of any dispute between the Parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto concerning the subject matter hereof and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever concerning the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement. As such, any amendments made by the Parties will be applied to this Agreement.

COACH RIGHTS

The Coach has the right to increase the prices of services for reasons of inflation or such that require him or her to do so.

The Coach has the right to terminate the agreement contract if the learning environment or relationship is deemed threatening to the Coach's physical person.

The Coach has the right to require Client to book their scheduled slots. If there are no slots left, the Client has the right to contact the Coach to resolve the issue and find the next available time slot.

CLIENT RIGHTS

The Client had the right to discontinue the lessons if they see that it is not the right method for them. Cancellation of all lessons is not subject to refund.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions outlined in this Agreement and such is demonstrated by the signature the client below and / or clicking or checking on the online agreement box “have you read, understood, and agree with the following expiation from the form above” or any form of such question.

CLIENT

Name: _____

Signature: _____

Date: _____

COACH

Name: PACSON MUSIC STUDIOS