

Andy's Hub, LLC

Master Services Agreement - Music

1 Parties.

This Master Services Agreement (this "Agreement") dated _____ is entered into between Andy's Hub, LLC ("Andy's Hub") and _____ ("Customer"). Customer hereby engages Andy's Hub, LLC to provide the Services below.

2 Services.

The services to be performed by Andy's Hub mean: obtaining and scheduling a Music Teacher to provide Music sessions to the Customer in accordance with the terms below. Music Teaching shall mean meeting with a student or group of students at the Customers agreed location and providing a session on agreed instrument. The location of service may be changed to a mutually agreeable location with twenty four (24) hours notice.

3 Fees and payment.

In order to make a booking, Customer shall pay in accordance with the following schedule:

Music Teaching Service	Fee
1:1 Music session 30 minutes	\$40 per session (for trial session or 4 block minimum)
1:1 Music session 45 minutes	\$60 per session (for trial session or 4 block minimum)
1:1 Music session 60 minutes	\$80 per session (for trial session or 4 block minimum)

*A \$5 surcharge will be added to ALL sessions booked on a week by week basis after trial

Payment for Music session must be made directly to the Music Teacher.

The minimum booking length for all Music sessions is thirty (30) minutes, after this point a session can be extended in fifteen (15) minute increments up to two (2) hours. Customer understands and agrees that set up and pack up time is included within the scheduled session.

4 Booking request.

In order to ensure the right Music Teacher can be found, the Customer understands and agrees that it may take up to 10 days or more for a trial session to be set up. This time frame will begin once you have provided all of the information requested by the agency.

In order to create a booking request, Customer must provide the following details to Andy's Hub in writing

regarding the appointment: student name, age, date of birth, medical conditions or behavioral conditions (if applicable to Music session), parent/guardian name/s (if applicable), email/s, telephone number/s, address/es, location of Music session, presence of pets (if Music session to take place in home), your preferred session time/day, required instrument, music equipment in home and experience with the instrument.

Andy's Hub will email the Customer with confirmation that a Music Teacher has been assigned and offer client the chance to review this candidate. If a Music Teacher could not be found or confirmed within the aforementioned 10 day window, Andy's Hub will email the Customer. Once the Music Teacher has been agreed upon, Customer will sign this master services agreement to confirm a trial session or block of sessions.

5 Non-compete agreement.

Customers are prohibited from soliciting or contracting with Music Teachers outside Andy's Hub. Accordingly, you and/or the student(s) using an Andy's Hub Music Teacher, agrees not to solicit, attempt to solicit, or contract with a Music Teacher, directly or indirectly, for a period of two (2) years following the final Music session without the written consent of Andy's Hub. You acknowledge that Andy's Hub has a valid contract and/or business expectancy with the contracted Music Teachers who are subject to their own two (2) year non-compete provision regarding Andy's Hub customers.

Violating the non-compete provision, or failing to notify Andy's Hub in the event you have reason to believe a Music Teacher is actually or attempting to do so, also constitutes tortious interference with Andy's Hub contract with the Music Teacher, for which you may be liable to Andy's Hub for monetary damages and/or equitable relief.

In the event of a violation, the Parties acknowledge that the actual costs and resulting damages (lost productivity, increased operating costs, lost advertising costs, lost customer acquisition costs, customer lifetime value, etc.) are difficult to ascertain, calculate, and foresee. You hereby agree that each violation of this provision shall damage Andy's Hub in the amount of \$5,000 or more and to pay all Andy's Hub costs and expenses incurred enforcing these Terms, including but not limited to reasonable attorneys' fees.

6 Cancellation by Music Teacher.

In the case of cancellation of appointment by Music Teacher, Andy's Hub and/or the Music Teacher will inform the Customer of such cancellation as soon as possible via email and will arrange a make up session.

If a mutually agreeable make up session cannot be agreed, the session will be cancelled with no charge.

7 Adjustments or Cancellations by Customer.

Time Frame

More than twenty-four (24) hours' before the start time of the session

Action Required

-Adjustments to the time/day can be made free of charge, permitting these are mutually agreeable for the Customer and Music Teacher.
-A session can be cancelled free of charge.
-If a customer wishes to change Music Teachers, they may do so free of charge.

Between twenty-four (24) and eight (8) hours' before the session	<ul style="list-style-type: none"> -A mutually agreeable make up session must occur within seven (7) days of the cancelled session OR a 50% cancellation fee will be due to the Music Teacher and must be paid within eight (8) days of the cancelled session. -If a customer wishes to change Music Teachers, they will pay a 50% cancellation fee for one (1) session prior to the start of the session.
Less than eight (8) hours' before the session	<ul style="list-style-type: none"> -A 75% cancellation fee will be due to the Music Teacher and must be paid within eight (8) days of the cancelled session. -If a customer wishes to change Music Teachers, they will pay a 75% cancellation fee for one (1) session prior to the start of the session.
Cancellation less than one (1) hour before the session	<ul style="list-style-type: none"> -The full amount of the session will be due to the Music Teacher and must be paid within eight (8) days of the cancelled session. -If a customer wishes to change Music Teachers, they will pay for one (1) session prior to the start of the session.

The Music Teachers provided by Andy's Hub are independent contractors, not employees, with their own styles and methods. Should a customer decide that the Music Teacher is not meeting their expectations at any point, they should contact Andy's Hub at least twenty hour (24) hours' prior to the arranged session to cancel or request a change of Music Teacher.

8 Termination of appointment.

Music Teacher and Andy's Hub may terminate the Music session if the conditions upon arrival on Customer's premises are different than those in the confirmation email (e.g. three children instead of one), if the premises is unsafe as determined by the sole discretion of the Music Teacher or if the Music Teacher or Andy's Hub notices signs of child abuse. In the case of child abuse, Music Teacher and Andy's Hub will contact the Department of Children and Family Services. Customer shall not receive a refund for any fees in case of termination in accordance with this Section.

9 Refunds.

Customers understand and agree that refunds are the sole responsibility of the Music Teacher. Andy's Hub will not issue any refunds and requests should be made directly to the Music Teacher.

10 No Warranty.

NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) SHALL APPLY TO THE SERVICES; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ANDY'S HUB DOES NOT GUARANTEE THE PLACEMENT OF A Music Teacher UPON THE REQUEST BEING MADE BY CUSTOMER. ANDY'S HUB DOES NOT GUARANTEE THE SAFETY OF THE PERSONS OR PREMISES THE MUSIC TEACHER COMES INTO CONTACT WITH DURING THE SESSION. ANDY'S HUB DOES NOT GUARANTEE ANY IMPROVEMENT IN STUDENT PERFORMANCE, INCLUDING BUT NOT LIMITED TO: STANDARDIZED TEST SCORES, SCHOOL ISSUED ASSESSMENTS OR PERCEIVED PROGRESS.

11 Exclusive Remedy.

Customer's sole and exclusive remedy shall be to terminate this Agreement and to pursue arbitration as defined in Section 14. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDY SET FORTH IN THIS SECTION 11 IS CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY SERVICES UNDER THIS AGREEMENT.

12 General Limitation of Liability.

Each party's liability under this Agreement shall be limited to the other's direct and actual damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, IRRESPECTIVE IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ANDY'S HUB BE LIABLE FOR DAMAGES PROXIMATELY CAUSED BY ITS CONTRACTED PROVIDERS, Music TeacherS, AGENTS, OR ANY OTHER THIRD PARTY INVOLVED IN PERFORMING THE SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE).

13 MAXIMUM LIABILITY.

THE AGGREGATE LIABILITY OF ANDY'S HUB ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THAT PARTICULAR BOOKING. FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE.

14 Disputes; Arbitration.

Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Cook County, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of Illinois sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Illinois or any other applicable law. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. The non-prevailing party shall pay all arbitration fees of the prevailing party. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

15 Indemnification By Customer.

Customer shall defend, indemnify, save and hold harmless Andy's Hub (and its contracted providers, Music Teachers agents, customers, servants, officers and employees) from and against any and all demands, liabilities, fines, losses, costs, claims or suit (actual or threatened), and expenses, including reasonable attorneys' fees, court costs and other reasonable expenses of litigation (collectively "Liabilities") asserted against or incurred by Andy's Hub that arise out of or relate to Customer's premises or any actions performed by the Customer including, without limitation, any Liabilities arising out of or relating to any injury to person or property caused by Customer.

16 Assignment.

Customer may not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of Andy's Hub. Andy's Hub may assign this Agreement without prior notice or consent of Customer.

17 Amendments.

This Agreement, including this Section 17, may not be modified except by an agreement in writing signed by both parties subsequent to this Agreement.

18 Governing Law; Venue; Limitation of Actions.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Illinois, without regard to conflicts of laws rules. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. No action by Andy's Hub or Customer arising under this Agreement may be brought at any time more than one (1) year after the facts occurred upon which the cause of action arose.

19 Waiver.

Unless explicitly stated otherwise in this Agreement, neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

20 Severability.

If any provision of this Agreement, or its application to any person or circumstance, shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law. Upon a determination that any term or provision is invalid, illegal or unenforceable, this Agreement shall be modified to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21 Entire Agreement.

This Agreement supersedes all prior negotiations and agreements between the parties, and constitutes their entire understanding, with respect to the subject matter contained herein.

22 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.