

SERVICES AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2012, between _____ (the "Company") and Give the Gift of Music Foundation (the "Customer").

1. Purpose. The Give the Gift of Music Foundation (Customer) is a nonprofit Pennsylvania corporation organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Give the Gift of Music Foundation supports musical education for eligible children by providing donations of musical instruments and/or financial assistance in the form of scholarships to approved music education or enrichment programs in the communities surrounding the greater Phoenixville, PA area.

This Services Agreement describes the terms and conditions by which the Company listed above will provide private music lessons to Give the Gift of Music Foundation award recipients.

2. Description of Services. Company will provide private music lessons hereinafter referred to as the "Standard Program" to award recipients ("Students") of Customer.

The "Standard Program" includes a weekly ____ minute private lesson in the musical instrument selected by the Student.

3. Fees. Customer will be charged monthly tuition fees at a discounted rate of at least ten percent (10 %) below the standard rates ("Customer Rate") for these services offered to the public ("public rate").

Current Public Rate for the Standard Program: \$ ____ per month

Current Customer Rate for the Standard Program: \$ ____ per month

Company agrees to submit a monthly invoice to Customer and accept payment from Customer on behalf of Customer's students. Company will not require any payment or charge any fees to Customer's students.

Company may adjust rates charged to Customer at Company's discretion upon 30 days prior notice to Customer provided that Customer's rate maintains at least a ten percent (10 %) discount to the public rate advertised by the Company.

4. Limitations. Customer discounted rates apply only to the Standard Program described herein. Customer, Customer's students, Family members of Company or Company students or other persons associated to Customer do not receive discounts for any other services, goods or merchandise offered by Company.

Company agrees to deliver the same level of services to the Customer's Student as provided to other Company clients paying the full tuition rate.

Company agrees to provide a monthly summary report of the student's progress to Customer

5. Policies. Customer's students and parents must agree and sign the Company's School Policies agreement.
6. Termination. Either party may terminate this Agreement at any time by 30 working days' written notice to the other party.
7. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
8. Choice of Law. The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
9. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Pennsylvania in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
10. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. Assignment. The Customer shall not assign any of Customer's rights under this Agreement, without the prior written consent of the Company.
13. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Customer: Give the Gift of Music Foundation
305 2nd Ave #212
Collegetown, PA 19426

If to the Company:

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 14. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 15. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 16. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Give the Gift of Music Foundation

By:_____

By:_____

Erin Riley, Chairman