Service and Membership Agreement Package

Thank you for your interest in Hollywood Guitar Lessons and its associated programs.

Please find this Service and Membership Agreement Package giving you a comprehensive overview of our innovative guitar training program. When it comes to the legal parts, we understand they may be a little long and complex, but our lawyers insist on these in order for us to focus on offering first class service to our members.

If you have any questions or concerns, please do not hesitate to ask us. If you find the materials acceptable, then by all means fill out the required information and let's get started!
Why Choose Hollywood Guitar Lessons?

With over 10 years of experience, HGL is the beginning guitar student specialist. Our method has been fine tuned throughout our more than 8,000 lessons taught! We take the beginning student of any age through a development process that promotes positive muscle memory, a basic understanding of music theory and the ability to play along with some of the most popular songs of all-time! **Our goal is to have new students playing along with an awesome really rockn’ song within one month!**

Hollywood Guitar Lessons uses a tested and finely tuned proprietary learning system, the most cutting edge teaching tools both online and in the studio, providing each student with an optimum learning experience.

Every student receives total one-on-one attention from an HGL trained instructor, access to our exclusive Practice Portal online and participation in our special events.

**Hollywood Guitar Lessons has a simple mission: help each and every student achieve the joy and creative outlet associated with playing guitar.**

Each student’s experience at HGL is our main priority. We aim to constantly provide the BEST, most focused, goal oriented and FUN guitar lessons available! It’s simple…

YOU’RE GONNA ROCK!
STANDARD TERMS AND CONDITIONS

This agreement ("Agreement") is made and entered into by and between Hollywood Guitar Lessons ("HGL") and the joining Member.

HGL and Member may be collectively referred to as the parties ("Parties").

In consideration of the monthly fees described herein, HGL shall provide Member with the following:

- HGL’s proprietary learning instruction in the art of guitar on a thirty (30) minute lesson basis of four (4) lessons per calendar month. Each month’s lesson time and date shall be determined jointly by the parties prior to the execution of this Agreement.
- Personal, one on one, instruction for the entire thirty minute lesson by an HGL trained instructor.
- Access to HGL’s proprietary online practice portal.

PAYMENT

Advance Payment: Member agrees to make advance payment in full for each month of membership.

Automatic Charger/Withdrawal: Member shall fill out the attached Recurring Payment Authorization Form hereby incorporated by this reference. An automatic deduction from the corresponding bank account or credit card account shall be made by HGL on the first day of every calendar month unless another date is provided for by written amendment attached hereto. The recurring payment withdrawal or charge by HGL shall continue until such time as the membership is terminated.

Confidential Information: HGL warrants and represents that the Recurring Payment Authorization Form and the information contained therein shall remain exclusively confidential to HGL and its merchant account service provider without exception.

Bank Fees: Member agrees to ensure funds and/or credit will be available in the corresponding account on the date indicated on the Recurring Payment Authorization Form for each automatic withdrawal. In the event of a Member’s “insufficient funds” notification to HGL, Member agrees to immediately pay membership fees by cash or
credit card the full amount due and any and all bank fees incurred by HGL in connection with such insufficient funds. In the event of a change in account or credit card, Member agrees to execute a new Recurring Payment Authorization Form no less than thirty (30) days prior to the scheduled withdrawal date.

SCHEDULING AND HOLIDAYS

Missed Lessons: To postpone or reschedule a lesson, Member must do so exclusively through the online practice portal calendar. Member has four (4) weeks from cancelled lessons to schedule and attend a make up lesson. Any lesson missed and not rescheduled by the Member shall result in a loss of lesson. In the event of a technical issue in connection with the practice portal calendar resulting in Member’s inability to reschedule a lesson, Member shall immediately contact HGL and HGL shall provide Member with options for manual rescheduling.

Posted Holidays: The following dates shall be considered HGL holidays during which no lessons will be scheduled.

- New Year’s Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Christmas Eve
- Christmas Day
- New Year’s Eve

For any lessons that may fall on any of the above referenced HGL holidays, Member shall reschedule using the practice portal calendar.

TERMINATION

HGL Termination: HGL reserves the right to terminate any Member’s membership on any grounds it deems necessary in the reasonable judgment of HGL management including but not necessarily limited to:

- Non payment or Member’s fees
- Any Member’s engagement or activity that brings negative attention to HGL
- Breach of the methodology and practice portal confidentiality clause of this Agreement
- Any misconduct occurring on or near HGL facilities
- Disrespect to any representative, student, parent or guest of HGL
- Abusive language or threats in connection with Member’s HGL
Member Termination/Cancellation: Member agrees to provide two (2) weeks advance written notice of membership cancellation prior to Member’s next scheduled payment/withdrawal. The Member agrees that HGL is not responsible for partial month reimbursement if membership is cancelled abruptly or proper advanced notice is not give.

Effects of Termination: HGL agrees to cancel automatic withdrawals in connection with the Member/Student’s membership. Member shall forfeit any and all remaining, unpaid, reserved lesson times.

Force Majeure: HGL shall not be responsible for any refunds due to cancellations of lessons due to force majeure.

Leave of Absence: In the event a Member requires an extended period or postponement of scheduled lessons such as a family vacation, illness, or similar situation (“Leave of Absence”) HGL agrees to temporarily suspend Member’s membership and hold open the previously scheduled days and times until such time as Member is able to return. HGL shall only grant Leaves of Absence of two (2) months or less in duration. The Member agrees to allow HGL to modify the monthly membership fee to $50 while membership is suspended due to an approved Leave of Absence. Member agrees to provide HGL with not less than two (2) weeks advance notice prior to a leave of absence.

PHOTO RELEASE

Member hereby agrees to:

I fully authorize and grant HGL the right to photograph, record, and edit as desired, the biographical information, name, image, likeness, and/or voice of the Member on audio, video, film, slide, or any other electronic and printed formats, currently developed, (known as “Recordings”), for the purposes or promotion, marketing, publicity and news.

EQUIPMENT

Members will be required to buy books, an appropriate guitar, a guitar tuner, guitar picks and a metronome. HGL agrees to assist in the selection of equipment upon request by Member.
NON-DISPARAGEMENT

Social And Other Media/Venues: Member agrees that under no circumstances whatsoever including but not limited to any disagreement between Member and HGL shall Member negatively portray or negatively allude to HGL or its representatives in any forum whatsoever including but not limited to online forums, public discussions, presentations, exhibitions, social media (e.g. Facebook, Twitter, InstaGram, Pinterest, Tumbler, Yik Yak, Snapchat and the ilk) print media, interviews, appearances, trade shows or any other venue or media or informational dissemination vehicle.

HGL Branding: Members may not publish or post HGL information including but not limited to use of logos, branding, images, or references to employees. Members may not post or publish comments or pictures of a fellow Member or HGL representative without their respective permission.

Written/Verbal Interaction: In the event of any written and/or verbal interaction between Member, Member’s family and/or guardians and any representative of HGL, all communication shall be or a respectful and professional nature. Any use of profanity, threats or intimidation by Member toward any other Member or representative of HGL shall result in immediate termination and forfeiture of all fees and payments for lessons not yet provided.

CONFIDENTIALITY

Methodology and Practice Portal Confidentiality: HGL offers a unique “method of music instruction for students and teachers including specific approaches, ideas, techniques, musical compositions, written, electronic and audiovisual materials, Trade and Service Marks, and business or technical information including the practice portal (collectively the “Program”). The Program is presented to Member solely for Member’s personal use. Member will have access to proprietary materials that, along with your lessons, ensure that you are being provided with the highest level of support that is possible. The Program has been developed as a result of the investment of significant time, effort and expense, and is a highly valuable, special and unique asset that provides HGL with a distinct and significant competitive advantage. Member hereby agrees not to copy, alter, modify, reverse engineer, reproduce, replicate or create any imitation or abstraction of the Program, or attempt to derive the composition or underlying information of The Program. Member also agrees not to share or use the Program for commercial application, nor use it to influence the development of any music educational program that is intended for commercial application. Member acknowledges and agrees that due to the unique nature of HGL’s Program, there can be no adequate remedy at law for any breach of Member’s obligations hereunder, that any such breach may allow you or third parties to unfairly compete with HGL resulting in irreparable harm to HGL and, therefore
that upon any such breach or threat thereof, HGL shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law all of which are hereby expressly reserved. HGL shall also be entitled to recover all of SM’s costs, disbursements and legal fees incurred in seeking or obtaining enforcement hereof.

NON DISCRIMINATION

**Non-Discriminatory Statement:** HGL admits members/students of any race, color, nationality and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to HGL members/students. HGL does not discriminate on the basis of race, color, nationality or ethnic origin in the administration of its instructional and employment policies, or programs.

INTEGRATION

This Agreement including any attachments constitutes a single, integrated contract expressing the entire agreement of the parties hereto relative to the subject matter hereof.

PARAGRAPH HEADINGS: INTERPRETATION

Paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No provision of this Agreement is to be interpreted for or against any party because that party or its legal representation drafted such provision.

AMENDMENTS

This Agreement shall supersede any and all prior agreements written or otherwise. This Agreement shall not be modified, amended, extended, renewed or canceled except by written instrument signed by both of the parties and which makes specific reference to this Agreement.

SURVIVABILITY OF THE AGREEMENT

In the event one or more of the provisions of this Agreement is deemed to be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be impaired thereby.

ASSIGNMENT

Member may not assign Artist's interest under this Agreement.
CHOICE OF LAW AND FORUM: MODIFICATION

This Agreement shall be construed to be in accordance with laws of the State of California. Any dispute, claim, demand, or controversy which in anyway relates to, or arises from, the formation, performance, construction, breach, and/or claimed breach of this Agreement, shall be submitted by the parties to binding arbitration in Los Angeles County, California.

HOLD HARMLESS RELEASE

I, understand that my child’s participation in music lessons or field trips with the HGL may expose him/her to unforeseen risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily allowing my child to participate in all events and agree to assume any such risks.

I hereby release, discharge and agree not to sue HGL for any injury, death or damage to or loss of personal property arising out of or in connection with my child’s participation in any event from whatever cause, including the active or passive negligence of HGL representatives.

In consideration for being permitted to participate in HGL services and curriculum, I hereby agree, for my child, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless HGL from any and all claims, demands, actions or suits arising out of or in connection with my child’s participation in any of HGL’s events.

I give permission to authorize trained and certified emergency services personnel to carry out such emergency diagnostic and therapeutic procedures as may be necessary for my child, and also permit such treatment procedures to be carried out at, and by the local hospital(s) for my child in the event of an emergency. I understand that any medical expenses will be billed directly to me or my insurance company.

Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

● It’s convenient (saving you time and postage)
● Your payment is always on time (even if you’re out of town), eliminating late charges

Here’s How Recurring Payments Work:
You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an “ACH Debit.” You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I authorize Hollywood Guitar Lessons to charge my credit card on the 2nd of each month for payment of my Guitar Ninjas membership.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Hollywood Guitar Lessons in writing of any changes in my account information or termination of this authorization at least 10 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Hollywood Guitar Lessons may at its discretion attempt to process the charge again within 30 days, and agree to an additional $25 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE

DATE