

# **KIKUCHI MUSIC INSTITUTE**

1515 Warren St., Pittsburgh, PA 15212 (412) 322-0520 [www.KikuchiMusic.com](http://www.KikuchiMusic.com)

This letter confirms our understanding of the terms of engagement between:

**Date:** \_\_\_\_\_

**(1<sup>st</sup> Party)** Lee W. Kikuchi DBA Kikuchi Music Institute  
1515 Warren St., Pittsburgh, PA 15212  
(412) 322-0520

**AND**

**(2<sup>nd</sup> Party)** Name: \_\_\_\_\_  
Birth Date: \_\_\_\_\_ SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone(s): \_\_\_\_\_

**For the following services:**

**The independent contractor (2<sup>nd</sup> party) agrees to:**

- 1) Provide music instruction services within the time frame, at the location, and for the duration contracted for between the Kikuchi Music Institute and its customers. No guarantee exists as to a minimum number.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Charges & payments for these services:**

**The independent contractor agrees to:**

- 1) Accept payment of \$\_\_\_\_\_ per hour for music instruction services provided to the Kikuchi Music Institute customers, limited to time spent given private instruction. Phone calls and other activities outside the scheduled lesson time are not billable.
  - 2) Accept a negotiable, flat fee for other music instruction services.
  - 3) Submit a bill for the actual time spent music instruction services provided, complete with lesson lengths, dates and customer names, for the entire month including documentation of any no-shows or late cancellations, by the 5<sup>th</sup> day of the following month.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other terms:**

- 1) This agreement shall not be construed to create a partnership between the first and second parties. It is specifically understood that the second party is acting as an independent contractor and shall only be required to render reasonable services as specified in this letter of engagement.

- 2) The aforementioned services are not exclusive and the same party shall at all times be free to perform the same or similar services for others as well as engage in any and all other business activities.
- 3) The terms of this agreement shall be in effect for a period of 6 months after which it will renew automatically unless written notice of termination is provided two weeks in advance.
- 4) This agreement can be terminated at will for good cause including, but not limited to, unprofessional or criminal behavior on the part of the independent contractor.
- 5) All policies, procedures, documents, books and written materials are confidential property of the Kikuchi Music Institute, as protected under copyright law and must be returned upon request or upon termination of this agreement.
- 6) Travel expenses, transportation, insurances, and self-employment taxes are the responsibility of the independent contractor.
- 7) The independent contractor furthermore agrees to:
  - Not solicit the customers, their immediate families and any public operating facility (or potential customer base within a \_\_\_\_\_ mile radius of the public operating facility) for which the Kikuchi Music Institute provides music instruction services while this contract is in effect and for a period of up to 1 additional year from the termination date of this agreement. Upon request, the Kikuchi Music Institute will provide a list of its customers and operating facilities.
  - Provide proof of professional standards and credentials including, but not limited to the PA Titles 33/34 which demonstrate proof of clean criminal background and child line clearances.
  - Follow the curriculum of the Kikuchi Music Institute, and utilize the books and materials as specified therein for the planned course of instruction with each customer, and to submit to periodic review by the Kikuchi Music Institute for purpose of evaluation of the services provided.
  - Maintain accurate records and facilitate the flow of information between the Kikuchi Music Institute and its customers.
  - Meet periodically with a representative of the Kikuchi Music Institute to discuss policies, procedures, records, etc.
  - Honor the policies and contracts made between the Kikuchi Music Institute and its customers.
  - Not to further subcontract others to provide the services outlined in this agreement.

---



---



---



---



---



---



---



---

**The terms of engagement are accepted by:**

---

(1 <sup>st</sup> Party)	Date	(2 <sup>nd</sup> Party)	Date
-------------------------	------	-------------------------	------