

Chas Elliott

PO Box 1318
Helena, MT. 59624

ch.elliott.music@gmail.com

www.elliott-music.com



Elliott Music

Elliott Music Studio Contract

updated 01.08.2020

Client

_____, _____
last name first name

**Mailing
Address**

Home Phone

(____) _____

Mobile Phone

(____) _____

Email Address

THIS GENERAL SERVICE CONTRACT (the “Contract”) is dated this _____ day of _____, 20____ between _____ (the Client) and Charles Elliott DBA “Elliott Music” (the Contractor).

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
 - B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this contract.
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IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Contract) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide _____ with the following services (the “Services”):

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

3. The term of this contract (the “Term”) will begin at 00:00 on the _____ day of _____, 20____ and will remain in full force and effect until the 23:59 on the _____ day of _____, 20____, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of both of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

5. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

COMPENSATION

- 6. the Contractor will charge the Client the following fees for the Services (the “Compensation”).

- 7. The Client will be invoiced before the Services begin.
- 8. Invoices submitted by the Contractor to the Client are due according to the following:

- 9. In the event that this Contract is terminated by the Client prior to completion of the Services but where the services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach contract on the part of the Contractor.
- 10. The Compensation as stated in this Contract does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

REIMBURSEMENT OF EXPENSES

- 11. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
- 12. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

13. Confidential information (the “Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, and Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations will apply during the Term and will survive indefinitely upon termination of this Contract.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material that is developed and used under this Contract will be the sole property of the Contractor. The use of this Intellectual Property by the Contractor will not be restricted in any manner.
17. The Client may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Contractor. The Client will be responsible for any and all damage resulting from the unauthorised use of the Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiration or termination of this Contract, the Client will return to the Contractor any property, documentation, records, or Confidential Information which is the property of the Contractor.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Service under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contribution to, any social security, local, state, or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Contract.

RIGHT OF SUBSTITUTION

20. Except as otherwise provided in this Contract, the Contractor may at the Contractor's absolute discretion, engage a third party sub-contractor to perform some of the obligations of the Contractor under this Contract.
21. In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purpose of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

AUTONOMY

22. Except as otherwise provided in this Contract, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

23. Except as otherwise provided in this Contract, the Contractor will provide at the Contractor's expense, any and all tools, equipment, materials, supplies, workwear and any other items necessary to deliver the Services in accordance with the Contract.

NO EXCLUSIVITY

24. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

25. All notices, requests, demands or other communications required by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

a. _____

b, Elliott Music
PO Box 1318
Helena, MT. 59624
USA

or to such other addresses as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or the following day after being deposited with an overnight courier.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

MODIFICATION OF CONTRACT

27. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or authorised representative of each Party.

TIME OF THE ESSENCE

28. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

29. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

30. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

31. This Contract will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and non-binary and vice versa.

GOVERNING LAW

34. This Contract will be governed by and construed in accordance with the laws of the State of _____.

SEVERABILITY

35. In the event that any if the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.
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IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 20_____

_____(Client)

_____(Contractor)