

## AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_ day of December, 2011, between Andy's Answers, LLC ("Answers"), of Boulder County, Colorado, and \_\_\_\_\_.

## WITNESSETH

WHEREAS, Answers is a duly registered limited liability company ("LLC") in the State of Colorado; and

WHEREAS, \_\_\_\_\_ ("hereinafter referred to as "Teacher") is an individual doing work for hire in the form of taping teaching videos for all types of musical lessons; and

WHEREAS, Teacher is interested in working for Answers; and

WHEREAS, Answers will pay Teacher to work on projects at Answers' direction and at the sole discretion of Answers; and

WHEREAS, the parties hereto have carefully considered the terms and provisions of this Agreement and have entered into this Agreement as their free and voluntary act after careful deliberation and a full and complete understanding of its effect consequences, and together with a fair disclosure; and

WHEREAS, the parties each desires to set forth their mutual agreement and understanding in writing;

### **NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1.0 Types of Services Provided. Teacher shall provide to Answers various videos/tapes/other media for use on Answers' website, iPhone app, or iPad app, or other portable electronic entertainment devices or technology, to be used as downloads and/or for viewing on the Internet.

2.0 Ownership of Media Created for or on Behalf of Andy's Answers. Teacher agrees that the video or other media content is "contract work" or "work for hire" belonging to Andy's Answers, LLC. Teacher shall have no ownership interest in any of the videos or media work created for or on behalf of Andy's Answers and all such rights shall belong solely to Andy's Answers, LLC.

3.0 Use of Videos and Other Media by Answers. Answers agrees to use the contents of the video, or other media created by Teacher for Answers, solely for the purposes of distribution of the videos and promotion of business interests of Answers. Answers is not responsible for unlawful copying or pirating by users of the website. Teacher agrees that Answers may use the Teacher's image and likeness to promote Answers' business and Beyondguitar.com, with no additional compensation to Teacher. Answers allows the teacher to use samples of the videos on other websites for advertising purposes.

4.0 Payments. Teacher shall be entitled to the following compensation:  
1) Teacher shall receive 50% of the purchase price per paid download from the site beyondguitar.com.

In addition to the compensation as set forth above, and beginning in January, 2012, if a customer pays for a BeyondGuitar iPhone, iPad, or Adroid app, Answers will compensate Teacher as follows: 70% of the full app price shall be divided between Answers and Teacher based on a formula the numerator of which is the number of videos posted by Teacher and divided by the total number of videos the app BeyondGuitar hosts. For example: If the BeyondGuitar app hosts 100 videos in any given month, and the app price is \$29.95, and Teacher has 5 videos posted on the app, Teacher shall be compensated  $5/100 * \$26.95$  ( $.90 \times \$29.95$ ) = \$1.34 to Teacher for that customer's use of the BeyondGuitar app.

5.0 Taxes. Answers shall provide a form 1099 to Teacher at the end the month following the end of each fiscal year for Teacher to complete his tax preparation in a timely manner. All income and other taxes are the responsibility of Teacher, and all compensation paid is paid to Teacher as a private contractor, and specifically not an employee of Answers.

6.0 Binding Arbitration. In the event of any dispute arising out of, or related to, the interpretation or enforcement of this Agreement, such action shall be submitted and brought exclusively to binding arbitration for resolution. In the absence of an agreement to the contrary, the Legal Fee Arbitration Committee of the Colorado Bar Association shall be the arbiter, and the parties agree to be bound by the results of such arbitration. The parties agree to attend one mediation session prior to attending arbitration of any dispute. The parties shall share the cost of that mediation and arbitration equally.

7.0 Binding Effect. This contract is to be binding upon the heirs, assigns, and legal representatives of both parties hereto, and shall be construed in accordance with the laws of the State of Colorado.

8.0 Amendment or Revocation. It is mutually agreed that this Agreement may be amended or revoked only by written instrument executed by both of the parties hereto before a notary public.

9.0 Attorney's Fees. In the event of breach of this agreement by either party, whether or not it is necessary to institute legal proceedings, the prevailing party shall be entitled to recover all costs incurred through all arbitration proceedings or otherwise, including reasonable attorney's fees.

10.0 Specific Performance. The remedies available to either party hereto shall, without limitation, include the remedy of specific performance.

11.0 Indemnification. Each party hereto hereby indemnifies the other against any loss, cost or expense incurred through the failure of that party to comply with or to perform any of the terms of the within Agreement.

12.0 Entire Agreement. This Agreement contains the entire understanding between the parties. There are no representations, warranties, promises, covenants or undertakings other than as expressly set forth herein, and all prior discussions, negotiations and agreements are deemed merged herewith.

13.0 Severability. Both parties agree that, in the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provisions shall be deemed valid to the extent of the scope of breadth permitted by law.

14.0 Ambiguity. This Agreement was negotiated and drafted in collaboration with all parties. In the event of any litigation arising out of, or related to, this Agreement, the Arbiter shall not interpret any ambiguity or other provision in favor of, or against, any party by reason of such drafting.

15.0 Timeliness. Time is of the essence hereof. If any promise contained in this Agreement is not performed in a timely manner, the party not so performing shall be deemed to be in material breach of this Agreement.

16.0 Commencement of Term of Agreement. This Agreement shall become effective on the date of the execution of the Agreement.

WITNESS OUR HANDS on this \_\_\_\_\_ day of December, 2011.

\_\_\_\_\_  
**Andy's Answers, LLC, by  
 Andrew Schiller, Member**

STATE OF COLORADO    )  
   ) ss  
 COUNTY OF BOULDER    )

Subscribed and sworn to before me this  
 me this

\_\_\_\_\_ day of Dec, 2011, by  
 by Andrew Schiller.

My commission expires: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

[SEAL]

\_\_\_\_\_

STATE OF COLORADO    )  
   ) ss  
 COUNTY OF BOULDER    )

Subscribed and sworn to before

\_\_\_\_\_ day of Dec, 2011, by  
 \_\_\_\_\_.

My    commission    expires:

\_\_\_\_\_  
 Notary Public

[SEAL]