Tutoring Contract

Tutoring by Barsen

tutorbarsen@gmail.com

(530) 302-5747

THE PARTY TO THIS AGREEMENT IS:

(Hereinafter referred to as the "Student")

_____

Client Name (Parent name if student is under age 18)

_____

Student Name (If student is under age 18)

_____

Address

_____

Time Zone

_____ _____

Phone Email

_____ _____

Student Grade Student Age

FEES PAYABLE TO THE TUTOR

Fees shall be calculated at a rate of $45.00 per hour of tutoring. No further fees shall be charged for traveling or preparation time of the tutor. Fees may be subject to change and shall become effective after having signed a new tutoring contract.

PAYMENT

Payment shall be made no later than immediately upon scheduling of a tutoring session. Payment may also be made in advance to future sessions and credited to the account for future sessions.

SCHEDULE OF SESSIONS

Tutoring charged at the rate of $45.00 per hour shall commence immediately and thereafter on an ad hoc basis as mutually agreed upon by the tutor and student or parent. Payment is due at the time of scheduling for confirmation.

LATE ARRIVAL AND CHANGE OF SCHEDULE

Fees are calculated according to the scheduled time agreed upon by the tutor and student (parent if under 18). No adjustments to fees shall be made for time due to late arrival by the student or by early termination of session by the student. Any lost time due to the late arrival of the tutor shall be compensated by extending a lesson by mutual agreement and by such amount of time that was lost. The tutor agrees to wait 15 minutes from the time of the scheduled session for the student's arrival before considering that session canceled without sufficient prior notice and billed for the time of the missed session. A 24 hour prior notice is required for cancellation and refund. If a 24 hour prior notice is not given, the missed session can be rescheduled once according to availability.

OBLIGATIONS OF THE TUTOR

The tutor undertakes all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the student. The tutor shall keep confidential all information of the student and shall contact other parties involved in the education of the student only if given written permission by the student, or student's guardian, to do so. The tutor shall at no time be required or obliged to execute homework or assignment on behalf of the student.

OBLIGATIONS OF THE STUDENT

The student undertakes to assist the tutor in identifying problem areas in which the student needs specific tutoring. The student agrees to provide their own materials needed for each tutoring session. The student agrees that assignments, exercises, or homework form an integral part of tutoring and undertakes to complete such work timeously.

NO WARRANTIES

The tutor makes no promises or warranties with regards to a student's performance as a result of any tutoring provided.

STATUS OF THE TUTOR

It is expressly understood that the student retains the services of the tutor as an independent contractor and not as an employee. The tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

TERMINATION

This tutoring contract may be terminated by either party at any time by giving written notice.

REFUND POLICY

Any remaining balance on the student's account is fully refundable. To request a refund, please submit a written request via email to tutorbarsen@gmail.com. Refund requests will be processed within one week

RELAXATION OF TERMS

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

WHOLE AGREEMENT

This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties. Where the student is a legal minor the parent/guardian shall enter into this tutoring contract on behalf of the student and shall accept and agree to all the terms and conditions contained herein on behalf of the student.

_____

Student or Guardian Name

_____ _____

Student or Guardian Signature Date

_____ _____

Tutor Signature Date