



THE PARTIES TO THIS AGREEMENT ARE:

Parent: _____

Student: _____

Address: _____

Contact Number: _____

Email: _____

NOTE: Credit card will only be billed if client has not paid for the upcoming month by the third of that month.

Credit Card number: _____

3 Digit code on back of the card _____

Expiration date: _____

Beach Cities Tutoring Director: Ivie Sherman _____

Contact Number: (310) 210-4415 _____

Email: iviesh@yahoo.com _____

PAYMENT

Client will receive an email prior to the end of each month to confirm number of lessons for the upcoming month. Client must pay through online direct transfer (similar to a check) or Paypal in which a 3% fee is added to the total amount on the first of each month. If a client chooses to mail a check, the check must arrive before the 3rd of the month to avoid the late fee of \$50. If the client has not paid online by the 3rd of the month, the client will be billed by credit card on file (see above).

SCHEDULE OF LESSONS

Tutoring shall commence on the _____ day of _____ 20____. The parent may change the number of lessons at the beginning of a new month, but may not reduce the number of lessons in the middle of the month.

CANCELLATION OF LESSONS BY STUDENT

The student may cancel tuition by giving at least 24 hours prior notice to the Tutor in which case no tuition fees will be incurred. Lessons not attended by the student without giving 24 hours prior notice to the Tutor shall be charged at the full rate. Beach Cities tutoring shall try to schedule a make up session with the Tutor's permission and agreement of the new day and time. If no make up can be agreed upon, Beach Cities Tutoring will refund the session or credit the money toward the next month.

CANCELLATION OF LESSONS BY TUTOR

The Tutor may cancel lessons by giving 24 hours prior notice to the Student in which case no fees shall be incurred. Where a lesson was pre-paid, the Tutor shall reschedule the appointment at a time agreeable to both parties, failing which the Student shall be refunded with such a missed lesson fee. This should not happen more than once in 2 months or the tutor may be replaced.

LATE ARRIVAL

Fees are calculated according to the times stipulated in the schedule and no adjustment shall be made for time lost because of late arrival by the student.

The tutor should arrive on time or a few minutes early. Any lost time because of the late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement and by such amount of time that was lost.

OBLIGATIONS OF THE TUTOR AND CLIENT

* The tutor will not accept any payment directly from client AT ANY TIME FOR ANY SERVICES NOT LIMITED TO TUTORING nor schedule additional sessions that are not scheduled through Beach Cities tutoring. Beach Cities tutoring has the right to terminate any tutor that does not follow this policy and has the right to sue the client and tutor for restitution.

*The tutor and client should not discuss payment questions and the tutor should direct the client to call the director of Beach Cities Tutoring.

* The tutor undertakes to do 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 to do so.

* The Tutor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Student.

* The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

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.

TUTORING PROCESS AND DISCLAIMER:

Tutoring is designed to guide the Client to learn how to consistently achieve results and make purposeful choices. Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the coaching program. However, due to the totally subjective nature of the work, Client understands and agrees that tutor makes no guarantee as to the results Client will achieve, nor is tutor responsible for the results achieved by Client from the tutoring.

TERMINATION

Either party may terminate the tutoring contract at any time by giving the other party 14 days prior written or verbal notice. The tutor will not accept any payment directly from client for any services nor schedule additional sessions that are not scheduled through Beach Cities Tutoring even after termination of the contract. Beach Cities Tutoring has the right to immediately terminate any tutor that does not follow this policy and has the right to sue for restitution.

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.

Signed at _____ on this _____ day of _____ 20____.

Parent Signature _____