

TUTORING CONTRACT

MONMOUTH TEST PREPARATION SERVICES LLC

9 KATHERINE STREET
FAIR HAVEN, NJ 07704
732-239-3495
MONMOUTHTESTPREP.COM

THE PARTY TO THIS AGREEMENT IS:

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

Student Name (If student is under age 18)

Address

Phone

Email

(Hereinafter referred to as the "Student")

Whereas the Tutor shall provide tutoring to the Student in the following subject(s): _____ at the following location: _____.

FEES PAYABLE TO THE TUTOR

Fees shall be calculated at a starting rate of \$ _____ dollars per hour of tutoring. No further fees shall be charged for traveling or preparation time of the Tutor. Fees may be adjusted from time to time and shall become effective after having given the Student seven days written notice.

PAYMENT

Payment shall be made no later than immediately upon completion of a tutoring session. Payment may also be made in advance. Payment may be accepted in the form of cash or check. The following person is responsible for payment of fees: _____.

SCHEDULE OF LESSONS

Tutoring charged at the rate of \$ _____ dollars per hour shall commence on ___/___/____ (month/day/year) and thereafter on an *ad hoc* basis as mutually agreed upon by Tutor and Student.

CANCELLATION AND REFUND

The Student may cancel a prepaid session up to one hour before the scheduled time for reasons of a family emergency or sickness and receive a refund or apply any pre-payment to a future session. Lessons not attended for any other reason by the student without giving 48 hours prior notice to the Tutor shall be charged at the full rate. If the Tutor cancels a session for any reason and at any time prior to the start of the session, the Tutor agrees to refund the Student any pre-payment for that session or to apply that payment to a future session that the Tutor and Student agree upon.

Tutor Initials _____

Student (Parent) Initials _____

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LATE ARRIVAL AND CHANGE OF SCHEDULE

Fees are calculated according to the scheduled time agreed upon by the Tutor and Student. No adjustment to fees shall be made for time lost because of late arrival by the Student or by early termination of session by the Student. 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. The Tutor agrees to wait fifteen minutes from the time of the scheduled session for the Student's arrival before considering that session canceled without sufficient prior notice and therefore subject to the terms set forth in the CANCELLATION AND REFUND policy

OBLIGATIONS OF THE TUTOR

- 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.

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 (E. g. paper, pencil, etc.).
- 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 the other party seven days prior written notice.

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.

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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.

MINORS

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.

Tutor Signature

Date

Student Signature

Date

(or Parent Signature if Student is under age 18)

Tutor Initials _____

Student (Parent) Initials _____