# **TUTORING CONTRACT**

This Tutoring Contract (the **"Contract"**) is entered into effect on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Effective Date"**) by and between:

| ☐**STUDENT** ☐**PARENT:**   (the **“**☐**Student** ☐**Parent”**),  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email/Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ☐**TUTOR** ☐**TUTORING COMPANY:**   (the **“**☐**Tutor** ☐**Tutoring Company”**),  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email/Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**SERVICES.** The ☐Tutor ☐Tutoring Company agrees to provide the Student with tutoring services (the **"Services"**) according to the following terms and conditions:

The subject of the Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type and location of the Services provision: *(choose one)*

* online using the following software: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* offline at the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* both online using the following software:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and offline at the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Frequency and duration of the tutoring sessions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Other terms of the Services provision**:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The details of the Services may be modified as agreed upon by the Parties.

The ☐Tutor ☐Tutoring Company will prepare and provide personalized lesson plans and teaching materials for each tutoring session, adapted to the Student's specific needs and learning style.

The ☐Tutor ☐Tutoring Company will regularly provide the ☐Student ☐Parent with feedback and progress reports and will work with the Student to set achievable goals for improvement.

The Parties agree that the Services provided by the ☐Tutor ☐Tutoring Company are limited to educational support and guidance and do not constitute counseling, therapy, or medical advice.

**PAYMENT.** The ☐Student ☐Parent agrees to pay the ☐Tutor ☐Tutoring Company: *(choose one)*

* $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per each lesson given under this Contract. The fee shall be paid: *(choose one)*

☐ before the lesson. If the payment is not received before the first lesson, the ☐Tutor ☐Tutoring Company reserves the right to cancel the lesson and terminate this Contract.

☐ after the lesson.

☐ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The fee shall be paid: *(choose one)*

☐ upon completion of the Services for the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐ no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If the payment is not received before above-mentioned date, the ☐Tutor ☐Tutoring Company reserves the right to cancel the lesson and terminate this Contract.

☐ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

All payments shall be made on or before the Due Date by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Cash/Check/ACH/PayPal/etc.)

The fee is: *(choose one)*

* non-refundable, except in cases of cancellation or failure to provide the agreed-upon Services by the ☐Tutor ☐Tutoring Company. If the ☐Tutor ☐Tutoring Company cancels a lesson without notifying the ☐Student ☐Parent at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours in advance, the fee for that lesson will be refunded.
* refundable. If the Student is unable to attend a scheduled lesson, the ☐Student ☐Parent agrees to notify the ☐Tutor ☐Tutoring Company at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours before the beginning of the lesson. If no prior notice of cancellation is given, the paid fee for the lesson will not be refundable.

If the ☐Student ☐Parent fails to pay for any lesson, the ☐Tutor ☐Tutoring Company: *(choose one)*

* reserves the right to suspend further Services until payment is received.
* is not entitled to suspend further Services.

The Parties acknowledge that the agreed-upon tutoring fee: *(choose one)*

* is subject to modification under specific circumstances. The ☐Tutor ☐Tutoring Company reserves the right to modify the tutoring fee upon providing the ☐Student ☐Parent with advance written notification of such changes, specifying the effective date of the fee modification, along with the revised fee structure. The advance notification period will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days unless otherwise agreed upon by the Parties.
* shall not be modified by either Party within the validity term of this Contract.
* The Parties agree that any additional costs, such as materials, textbooks, or supplies necessary to provide the Services are the responsibility of the ☐Student ☐Parent and are not included in the tutoring fee.

**TERM AND TERMINATION.** Unless terminated earlier in accordance with the terms of this Contract, this Contract shall be effective as of the Effective Date and shall continue until: *(choose one)*

* completion of the Services.
* the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Either Party may terminate this Contract at any time, with or without reason, by giving \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days written notice to the other Party.

In case of termination of the Contract by the ☐Student ☐Parent, any payments made for the Services not yet provided: *(choose one)*

* will be refunded.
* will not be refunded.

In the event of termination of the Contract by the ☐Tutor ☐Tutoring Company, all fees paid for the Services not yet rendered shall be refunded in full.

The ☐Tutor ☐Tutoring Company may immediately terminate this Contract in the event of violation by the ☐Student ☐Parent of any terms or provisions of this Contract.

Upon termination of this Contract, the ☐Student ☐Parent shall immediately pay any outstanding fees to the ☐Tutor ☐Tutoring Company for the Services provided before the date of termination of the Contract.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or emails set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ business day from the date of posting if sent by registered mail or email.

**GOVERNING LAW AND DISPUTE RESOLUTION.** This Contract shall be governed by and interpreted under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_. Any disputes resulting from or relating to this Contract shall be exclusively resolved by the courts of the State of \_\_\_\_\_\_\_\_\_\_\_\_.

* **CONFIDENTIALITY.** The Parties agree to keep all information disclosed during this Contract confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Contract. This confidentiality clause shall remain in effect after the termination or expiration of this Contract.

**SEVERABILITY.** The invalidity or unenforceability of any provision of this Contract shall not affect its validity or enforceability.

**ENTIRE AGREEMENT.** This Contract constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements.

**WAIVER.** The failure of any Party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

**AMENDMENTS.** This Contract may be amended or modified only by a written agreement signed by both Parties. Any amendments to this Contract shall be binding only if they are documented in writing and signed by both Parties.

* **ADDITIONAL TERMS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of the Effective Date.

☐**Student’s** ☐**Parent’s Name and Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐**Tutor’s** ☐**Tutoring Company’s Name and Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_