

TUTORING CONTRACT

AGREEMENT ENTERED INTO BETWEEN:

Tri-State Tutoring, Inc., located at 9 Heather Lane, Levittown, New York 11756-3307,

phone number: (516) 236-3479 and the

CLIENT: _____ ;

phone numbers: (h) _____ (bus.) _____ (cell) _____

residing at: _____

WITNESSETH:

WHEREAS, TRI-STATE TUTORING, INC. (hereinafter "the company") is engaged in the business of providing private tutoring and lessons in various high school subjects at the home of private students who have contracted for services in advance; and

WHEREAS, the Company is an experienced provider of educational services, duly licensed by New York State,

IT IS NOW AGREED, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN, THAT:

1. The current base fee for private tutoring is \$200 an hour, payable in advance, with a two hour minimum per day, unless otherwise stipulated by the Director and the individual tutor. Any change in hourly rates will be communicated in writing to the client at least 30 days prior to any rate increase. Study materials deemed necessary for such services shall be purchased at the expense of the client, and are not included in the hourly rate.
2. It is essential that the client arrange for another adult (besides the tutor) to be present in the home or in the tutoring room at all times while the tutor is on the premises. Said adult must be at least 21 years of age.
3. Client shall indemnify and hold the company harmless for any resulting test scores that do not satisfy the client's expectations; i.e., the company cannot guarantee any specific level or degree of improvement on test scores by the student, since test scores are directly connected to the amount of study and effort applied and invested by the individual student.
4. Client must have customary homeowners and liability insurance in place to insure against personal injury to all invitees and guests of the client (including the tutor).
5. Tutoring will not commence until personal checks have cleared. Credit cards are not acceptable. Cash is always acceptable!!
6. An available discount of _____ will be offered to those who schedule a minimum of 10 hours at any one time.
7. New clients are entitled to a one-time only discount of 10% for the initial scheduled hours, or alternatively, may receive a separate half-hour of tutoring within 20 miles of Levittown; thereafter, regular rates shall apply.

8. Smoking and drinking alcoholic beverages are not permitted during tutoring time.

9. Any client wishing or needing to cancel scheduled tutoring, for any reason, must give at least 96 hours (4 days) advance verbal or written notice to the tutoring company in order to request a credit for the cancelled hours. Any timely verbal messages which are unintelligible or garbled must be followed with a follow up call every day until contact is made with the Director to confirm the cancellation. Otherwise, for untimely cancellations (less than 96 hours prior), the company will allow credit only if the time can be rebooked or filled by other customers, which shall be solely in the discretion and control of the company. All credits will expire unless utilized within thirty days of the cancelled session. The Director's decision is final with respect to any disputes, or cancellations, or issues about tutor performance. Note: Phone blocked calls cannot leave cancellation (in case of unintelligible or garbled phone messages.)

10. It is essential and expected that the client and the tutor always be courteous and respectful toward each other. The company reserves the right in its sole discretion to terminate a contract on grounds of disrespectful or offensive conduct by the student or a parent.

11. The company reserves the right to postpone prepaid hours in the event of extraordinary weather conditions or unexpected illness of the tutor, or other health or safety emergency, in which event the time shall be re-scheduled as soon as possible. The prepaid hours cannot be rescheduled by a client because of lateness by the tutor unless the lateness exceeds one hour.

12. All hours paid for in advance must be used within 90 days of the date of contract. No refunds are given for unused hours.

13. After signing the contract, Client has the right by law to cancel within three business days of signing, and may get a refund. To do so, Client must send timely notice of cancellation by certified mail only to: Tri-State Tutoring, attention: James Judson, 9 Heather Lane, Levittown, NY 11756.

signed: _____ date: _____

(print name: _____)

_____ date: _____

TRI-STATE TUTORING, INC.
By James Judson, President and Director