

# TUTORING CONTRACT

I. **THE PARTIES.** This Tutoring Contract (“Contract”) made on \_\_\_\_\_ is by and between:

Tutor: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Tutor”), and

Client: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Client”).

The Tutor and the Client are each referred to herein as a “Party” and collectively as the “Parties.”

II. **STUDENT.** The Client is

- **Paying for Services on Another’s Behalf.** The Client is paying for another person (“Student”) to receive tutoring services. The name of the Student is: \_\_\_\_\_ with an email address of \_\_\_\_\_. The Client has the following relationship with the student: \_\_\_\_\_.

- **The Student.** The Client is the Student, has an email address of \_\_\_\_\_, and is paying to receive tutoring services themselves.

III. **SERVICES.** The Tutor agrees to provide tutoring services to the Student in the following subject areas: \_\_\_\_\_.

IV. **LOCATION.** Tutoring will take place

- **In Person.** Tutoring sessions will take place in person, and the Student and the Tutor will meet at the following location: \_\_\_\_\_. The parties may agree periodically to change the location, or to switch to a video conference session, but must do so no later than \_\_\_\_\_ before the session is to take place.

- **Remotely.** The Tutor will arrange for a video conference at the scheduled time, and will provide the Student with an emailed link to the session no later than \_\_\_\_\_ before the session is to take place.

V. **SCHEDULE.** The Tutor will provide services to the Student:

- **On an As-needed Basis.** The Client will request tutoring services when the Student requires, and the Parties will decide on a date and time by mutual agreement.

- **On a Fixed Schedule.** Each week, the Tutor will meet with the Student at the times below:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

Any scheduled session that falls on a state or federal holiday is presumed to be cancelled and will not take place or result in a charge unless the parties specifically agree otherwise.

**VI. TERM.** This Agreement begins with the 1<sup>st</sup> Session on \_\_\_\_\_ and continue for a(n): (check one)

- **Ongoing Basis** and continue until canceled by either Party with \_\_\_ days' notice.

- **Fixed Period** and continue until \_\_\_\_\_ ("End Date"). Prior to the End Date, either Party can cancel this Agreement with \_\_\_ days' notice without incurring a penalty.

Hereinafter known as the "Term."

**VII. FEES.** In exchange for providing tutoring services, the Client will pay the Tutor a rate of \$\_\_\_\_ per \_\_\_\_\_.

**VIII. CANCELLATION POLICY.** The Client may cancel a scheduled session by providing the Tutor with \_\_\_\_\_ notice; if less notice is provided, the Client will still be charged for the session, except in cases of Student illness or family emergency.

**IX. LATENESS.** If the Student arrives late to a scheduled session, the Tutor is under no obligation to stay beyond the session's scheduled end to provide the Student with the full session length. If the Student arrives more than 15 minutes late to a scheduled session, the Student is considered a "no show," in which case the Client will be charged full price for the session regardless of whether any tutoring services are provided.

If the Tutor arrives late to a scheduled session, the Client may choose to add the missed time to a future session at no additional cost, receive a partial refund, or receive a partial credit toward a future session.

**X. TUTOR OBLIGATIONS.** The Tutor agrees to provide tutoring services that meet or exceed the industry standards of tutoring for the Student's age and educational level. The Tutor must maintain an understanding of the curriculum and expectations for the subject areas listed in Section III. The Tutor is required to treat the Student with courtesy and professionalism, to behave during sessions in a manner suitable for the age of the Student, and to inform the Client if the Tutor possesses a good faith belief that there are issues unknown to the Client

that may be hindering the Student's performance in the subject areas listed in Section III.

- XI. CLIENT OBLIGATIONS.** The Client agrees to ensure that the Student is adequately prepared for each session, including having all books, materials, instructions, or other items necessary for tutoring services to be effective. The Client must explain to the Tutor things that are outside of the subject areas addressed in Section III but which are necessary for tutoring services to be effective, including how to use any educational technology or learning management systems that the Student requires. The Client will make every effort to communicate with the Tutor about alterations to the agreed on schedule with as much notice as possible.
- XII. NO WARRANTY.** The Tutor makes no guarantees regarding results in terms of the Student's grades or performance for any particular project, assignment, or class.
- XIII. MISCELLANEOUS.** The Tutor and the Client agree to the following:
- a. **Independent Contractor.** It is agreed that the Tutor will be considered an independent contractor for the purposes of this Contract, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.
  - b. **Taxes.** Any taxes due as part of the Tutor providing their Services in this Contract are the sole responsibility of the Tutor.
  - c. **Additional Services.** Any additional services ("Additional Services") must be requested by the Client in writing and must be agreed to by the Tutor. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Tutor for such.
  - d. **Damage to Equipment.** The Client will be responsible for any damage or loss to any of the Tutor's equipment due to misuse or theft by the Student.
  - e. **Liability and Indemnification.** The Tutor will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, declining grades) with respect to any claim related to this Contract and the Services provided. The Client indemnifies and holds harmless the Tutor and any subcontractors working with the Tutor against all liability related to the tutoring. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Tutor or its employees, agents, or subcontractors.
- XIV. SEVERABILITY.** Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**XV. GOVERNING LAW.** This Contract shall be construed and governed in accordance with the laws located in the State where the tutoring services are taking place.

**XVI. ADDITIONAL TERMS & CONDITIONS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XVII. ENTIRE CONTRACT.** This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

**XVIII. EXECUTION.** The Tutor and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.

**Tutor's Signature:** \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Client's Signature:** \_\_\_\_\_  
Print Name: \_\_\_\_\_