TUTORING CONTRACT

This Tutoring Contract (this "Agreement") is made on _____, 20____.

Tutor (person or tutoring business): _____, mailing address _____.

Client: _____, mailing address _____. Check one: [ ] Client is the parent or legal guardian of the student named below and signs for the student; [ ] Client is an adult student.

Student (if a minor): _____, grade or school _____.

1. SERVICES

Type of tutoring (check one): [ ] school subjects; [ ] test preparation for _____; [ ] music or arts; [ ] language learning; [ ] special education support.

Tutor will tutor the Student in _____ (the "Services"). Goals: _____.

Tutor will teach with reasonable skill and care, and will not complete graded work or take any test for the Student. Private tutoring does not replace services the Student receives from a school, including under an IEP or Section 504 plan.

2. LOCATION AND SAFETY

Sessions take place (check one): [ ] at the Student's home; [ ] at Tutor's location; [ ] online by live video; [ ] at a school, library or public place. Address, place or platform: _____.

For a minor student: Client may observe any session. Another adult [ ] will [ ] need not be present during in-home sessions. Tutor will copy Client on written messages to the Student and will not transport the Student without Client's written consent. Client is responsible for drop-off and pickup for sessions away from home.

Recording: [ ] no session may be recorded without both parties' written consent; [ ] Client consents to Tutor recording online sessions for the Student's review only, deleted within 90 days after this Agreement ends.

3. SCHEDULE

The first session is on _____. Each session lasts _____ minutes. Sessions are planned for _____.

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4. FEES AND PAYMENT

Client will pay Tutor (check one): [ ] $_____ per session; [ ] $_____ for a package of _____ sessions, paid before the first session and used within _____ months; [ ] $_____ per month, paid in advance.

Per-session fees are paid (check one): [ ] at or before each session; [ ] by monthly invoice, due within _____ days. Accepted methods: _____. A payment more than 10 days late carries a late fee of $_____, only to the extent the law allows.

Materials (check one): [ ] provided by Tutor at no extra cost; [ ] bought by Client when Tutor recommends them; [ ] provided by Tutor at cost, with Client's approval first.

5. CANCELLATIONS AND REPORTS

Client may cancel a session without charge at least _____ hours ahead. For a later cancellation or a no-show (check one): [ ] the session is charged or used in full; [ ] Client pays a fee of $_____; [ ] no charge. If Tutor cancels, Tutor will offer a make-up session within 30 days or credit the session.

Tutor will report progress (check one): [ ] after each session; [ ] monthly; [ ] on request. Client [ ] does [ ] does not authorize Tutor to talk with the Student's teachers.

6. PRIVACY, RESULTS AND STATUS

Tutor will keep information about the Student and Client confidential and will not use the Student's name, image, work or results in publicity without Client's written consent.

Tutor does not guarantee any grade, score, admission or other result. Tutor is an independent contractor and pays Tutor's own taxes.

7. TERM AND GENERAL TERMS

This Agreement starts on _____ and (check one): [ ] continues until either party gives _____ days' written notice; [ ] ends on _____ and does not renew automatically. Prepaid fees for sessions not yet held are refunded within 14 days after it ends.

The law of the State of _____ governs this Agreement. Any lawsuit will be brought in the courts for the county where Client lives, and either party may use small claims court. This Agreement is the entire agreement, can be changed only in a signed writing, and may be signed in counterparts and electronically.

Additional terms: _____

Note: if you sell tutoring in person at the client's home for $25 or more, or elsewhere away from your place of business for $130 or more, the FTC Cooling-Off Rule (16 C.F.R. part 429) may require a three-day cancellation notice. The guided builder adds it.

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SIGNATURES

Tutor

Signature: _____ Date: _____

Printed Name: _____

Client (parent or guardian, or adult student)

Signature: _____ Date: _____

Printed Name: _____

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