Tutoring Contract / Instructor Copy

THE PARTIES TO THIS AGREEMENT ARE:

Name of Tutor: \_\_\_\_\_\_\_\_\_\_Akshat Jain\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_28627 Pleasant Forest Drive\_\_\_\_\_\_\_\_\_\_\_

Contact Number - 832-691-0295 (Hereinafter referred to as the "Tutor")

Name of Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as the “Student")

Name of Parent/Guardian if Student is a minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEES PAYABLE TO THE TUTOR

Fees shall be calculated at a rate of $ 250 dollars for the course. No further fees shall be charged for traveling or preparation time of the Tutor. Extra fees will be applicable if make-up classes are taken.

PAYMENT

Payment shall be made immediately upon reserving a spot in the class.

Accepted methods of payment:

(✓ ) Cash

() Check

() Internet Transfer

() Other

SCHEDULE OF LESSONS

Tutoring shall commence on the 5 day of June 2017 and thereafter at the following times:

Group A – Monday, Wednesday, Friday – 5-7 PM

Group B – Monday, Wednesday, Thursday – 2:30-4:30 PM

until the 14 day of July 2017 .

CANCELLATION OF LESSONS BY STUDENT

Fees are based upon the Student's undertaking to attend all lessons as stipulated in the schedule above and no discount or refund shall be given in respect of lessons not attended by the Student. A full cancellation of the course will result in 100% discount before the first day of the course and a 50% refund thereafter.

CANCELLATION OF LESSONS BY TUTOR

The Tutor may remove a student from the class due to disciplinary behavior or other conduct related reasons. This action may not result in a refund.

LATE ARRIVAL

Fees are calculated according to the times stipulated in the schedule and no adjustment shall be made for time lost because of late arrival 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.

MAKE-UP CLASSES

Makeup classes are offered by the Tutor. Each makeup class is to be scheduled within 24 hours of notice and have a fee of $25 per hour which is to be paid upon the start of the class. It is the student’s responsibility to ask for make-up classes.

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 that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work timeously.

\*The Student agrees to schedule a time for make-up classes if they are falling behind and understand that time cannot be taken away from the class for individual attention.

\*The Student agrees to sign the attendance form when they arrive for the class. Failing to do so may result in cancellation of the lesson by the tutor.

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 ( 2 ) 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.

WHOLE AGREEMENT

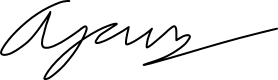
This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

MINORS

Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract with the Student, shall accept and agree to all the terms and conditions contained herein, and shall accept all understood responsibilities pertaining to the terms and conditions.

Signed on this 2 day of June 2017 .

The Tutor



Signed on this day of 20 .

The Student:

Signed on this day of 20 on behalf of the Student who is a legal minor.

The Parent/Guardian: