

# PRIVATE TUTORING SERVICE AGREEMENT

Acme-Tutors

Subject

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<b>Tutor:</b>	Hugh	<b>Location:</b>	Zoom Meeting
<b>Email:</b>	tutors@acme-nyc.com	<b>Group Day/Time:</b>	Saturday, 1:00 PM - 3:00 PM
<b>Phone:</b>	646-280-7089		
<b>Start Date:</b>	April 10, 2023		

This Service Agreement (this 'Agreement') for Private Tutoring is entered into as of April 10, 2023 between:

**MR. JOHN SMITH**

(hereinafter the 'Patron/Student'), and

**MS. JANE SMITH**

(hereinafter the 'Tutor').

This Agreement is with respect to rendering of tutoring services for the Patron/Student. Whereas, Tutor is a professional of good standing and engaged in the business of private tutoring and possesses expertise in the Subject; Whereas, Patron/Student wishes to engage Tutor to learn about the Subject; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

## 1 PRIVATE TUTORING

### 1.1 TUTORING SESSIONS

Tutoring sessions are optimally 2 hours long (1 hours, min; 4 hours, max), 1-3 times a week (1 per week, min; 4 times per week, max) in the range of 28-36 total hours for students to master the material and no more than 60 hours; and takes place online. The tutoring session will include review of major concepts in the Subject, solving problems involving such concepts, and answers to any questions or engage in discussion that may arise about the subject.

### 1.2 TESTS

A Pre-Test and Post-Test will be given when applicable; a Post-Test will be administered to the student after 26-34 hours of instruction to gain insight into the effectiveness of the tutoring program; our goal is to see an improvement of 60% or more on their post-test/pre-test comparison.

### 1.3 STUDY MATERIALS

Study material will be assigned and prepared by Tutor when applicable.

### 1.4 RELEVANT PAPERWORK

A Tutoring Plan, if relevant, will be issued after the Pre-Test to work on specific areas of weaknesses the student may have (this applies strongly for students who are taking a course, but is not required for self-study). A written Progress Report, which must be signed by Patron/Student, will be issued every 4 tutoring sessions.

### 1.5 CORRESPONDENCE

All correspondence from Patron will receive a response by Tutor within 12 hours (with the exception of unforeseen circumstances).

## **1.6 CONFIDENTIALITY**

All tutoring sessions are strictly confidential. Tutor will not at any time or any manner use, divulge or disclose any information obtained about student's academic history without permission.

## **2 PATRON/STUDENT RESPONSIBILITIES**

### **2.1 AGE REQUIREMENTS**

If the student is under 18, there must be an adult over 18 years old present during the tutoring session who will vouch for the session. This requirement may not necessary for sessions that take place in public spaces, if there is an administrative personnel available to vouch for the session.

### **2.2 SCHEDULING**

All scheduled tutoring sessions must be kept, rescheduled, or cancelled at least 24 hours in advance or fees are forfeit. There is a \$45 surcharge for sessions scheduled for non-Standard times as indicated on the Acme Tutors web application.

### **2.3 TUTORING**

Patron/Student is under no obligation for future tutoring sessions and can stop tutoring at the end of any given session. Patron/Student must inform Tutor of any issues the Student may have (such as learning disabilities, diabetes, etc) and is responsible for any relevant study materials (such as books, videos, etc.).

## **3 COMPENSATION AND PAYMENTS**

### **3.1 FEES**

Tutoring fees of must be paid at least 24 hours in advance or at the beginning of each session. Tutoring fees for part or all of tutoring hours may also be paid in advance; missed sessions will not be refundable. Advance payments of fees are nonrefundable with the exception of warranty. Fees are rounded to the nearest hour.

### **3.2 NEGOTIATED PRICES**

You may use Auction A.I. on the Acme Tutors web application to negotiate tutoring fees. Negotiation with a human is not available; all Patrons/Students will use the same process for negotiating the price. Prices, once negotiated, must be honored throughout the length of this agreement.

## **4 WARRANTIES AND GENERAL CONDITIONS**

### **4.1 WARRANTY**

If the student does not improve their understanding of the subject material after 30 hours of tutoring, Patron/Student will be entitled to the full refund of all fees.

### **4.2 COUNTERPARTS**

The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other electronic transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date. The undersigned agrees to the terms of this agreement.

**PATRON/STUDENT SIGNATURE:**

JOHN SMITH, dated: April 10, 2023

**TUTOR SIGNATURE:**

JANE SMITH, dated: April 10, 2023