



Tutoring Service Contract

As of 7/6/2023, the hourly rate for Humans Can Read tutoring sessions is \$60 per session, payable on the 1st of each month.

This agreement (the "Agreement") is between Humans Can Read ("Tutor") and [Client's Name] ("Client") for tutoring services in reading and literacy ("Services").

Services: Tutor will provide reading and literacy tutoring services to client via Zoom for 55 minutes per session. Tutor will design each session to meet Client's specific needs and goals.

Schedule: Tutor and Client will agree upon a mutually convenient schedule for the Services. Tutor will make every effort to accommodate Client's schedule preferences. Should the Client desire to change their schedule, a two week notice is required.

The Tutor and the Client will meet _____ on _____ and _____ at _____ PST/EST for 55 minutes.

Fees: Client will pay Tutor \$60 per session. Payment is due on the first of each month. Tutor reserves the right to suspend Services for non-payment.

Two Sessions Per Week: \$480 / Month.

Three Sessions Per Week: \$720 / Month.

Late Payments: Payment for services rendered is due on the 1st of each month. A late payment fee of 10% will be added to the outstanding balance as of the 5th of the month. The tutor reserves the right to suspend services until the outstanding balance is paid in full. Additionally, if the client is in default for more than [insert time period], the tutor may engage the services of a collection agency to recover the outstanding balance. Any costs associated with the collection of the outstanding balance will be the responsibility of the client.

Rate Change: In the event of a rate change, the reading and literacy tutor agrees to provide a 30-day written notice to the client. The new rate will be effective following the 30-day notice period. The client reserves the right to terminate services if they do not agree with the new rate. If the client chooses to continue services, they agree to pay the new rate as outlined in the updated contract. The reading and literacy tutor will provide a detailed explanation of the reasons for the rate change upon request.

Cancellation: Client may cancel a scheduled session with at least 24 hours notice without penalty and may request a make-up session within one week. If you are unable to reschedule within that week, your prepaid payment will be forfeited. After three cancellations, pre-paid session payments will be forfeited with no make-up sessions. Sessions canceled with less than 24 hours notice forfeit their prepaid payment unless there were extenuating circumstances. Likewise, the Tutor may cancel should they experience extenuating circumstances. The Client and Tutor will work together to reschedule.

Termination: Either party may terminate this Agreement with written notice to the other party. Client may terminate the Agreement at any time, but will not be entitled to a refund for any unused sessions.

Confidentiality: Tutor will maintain the confidentiality of all information related to the Client and the Services.

Governing Law: This Agreement will be governed by and construed in accordance with the laws of South Dakota.

Guarantee: The effectiveness of reading and literacy tutoring can vary depending on a number of factors, including the learning abilities and dedication of each individual student. Therefore, it is important to understand that while our tutors will work diligently to provide the necessary guidance and support, we cannot guarantee that every student will learn to read. By signing this contract, you acknowledge and accept that there is no guarantee of success and that the results of the tutoring process may vary.

Vacation Time: Classes will not be held during the week of Thanksgiving and the Week of Christmas/New Year. The Tutor will take one week of vacation during the year that is not during that timeframe. Please note that the Client will not be billed for the weeks/sessions that that Tutor is on vacation or holiday.

Entire Agreement: This Agreement constitutes the entire understanding between Tutor and Client with respect to the Services, and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

By signing below, Tutor and Client agree to the terms of this Agreement.