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Private Tutoring Agreement

State of Alabama

This Private Tutoring Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: _____ ("Tutor"), having a primary address at the following:

_____
Email: _____

and _____ ("Guardian"), having a primary address at the following:

_____
Email: _____

Guardian will be contracting in this Agreement for tutoring services for the following minor child: _____ ("Minor"). Minor and Guardian will be collectively referred to throughout this Agreement as Client, but it is understood that all references to Client shall be taken to refer to Guardian's contractual representation of Minor.

Client and Tutor may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain Tutor to provide certain Tutoring Services, described more fully below;

WHEREAS, Tutor has the skills, qualifications, and expertise required to provide the Tutoring Services to the Client;

WHEREAS, Tutor wishes to render such Tutoring Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Tutoring Services" shall be used to refer to the following specific tutoring services that the Tutor will provide to the Client under the terms and conditions set forth herein:

_____

B) "Commencement Date" shall be used to refer to the date the Tutor begins the Tutoring Services. The Commencement Date shall be _____.

C) "Completion Date" shall be used to refer to the date that the Tutor will complete or cease the provision of Tutoring Services to the Client. The Completion Date will be _____.

D) "Fees" shall be used to refer to the payment Client will pay Tutor for the rendering of the Services. Specifically, the fees shall be as follows:

$2 (two US dollars), as a fixed fee for all Tutoring Services rendered

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Tutor hereby agrees to render the Tutoring Services to Client, beginning on the Commencement Date and ending on the Completion date, at the Location described below and Client agrees to pay Tutor the Fees required for the Tutoring Services.

Article 3 - LOCATION:

Tutor will render the Tutoring Services at the following location (throughout this agreement, "Location"):

_____

Article 4 - SCHEDULE:

The schedule of tutoring sessions ("Sessions") shall be as follows:

_____

Article 5 - FEES:

The Client agrees to pay the Tutor the required Fees, as outlined elsewhere in this Agreement, for the provision of the Tutoring Services, subject to the following terms and conditions:

A) Invoice Interval: The Tutor will be entitled to invoice the Client at the following time period: Weekly.

B) Invoice Period: The Client shall have the following time period in which to pay the Tutor's invoice:

_____

C) Method of Payment: Tutor will accept the following forms of payment:

_____

D) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Tutor shall be entitled to:

I) charge a late fee as follows:

_____;

II) require Client to pay for the Tutoring Services, or any remaining part of the Tutoring Services, in advance;

III) cease performance of the Tutoring Services completely or until payment is made, at the Tutor's sole and exclusive discretion.

E) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Tutor shall be the sole and exclusive responsibility of each, respectively.

Article 6 - CANCELLATION POLICY:

Cancelations by Tutor: Tutor may cancel Sessions with Client if conflicts arise. In such a case, Client shall be under no obligation to make payment. If Tutor cancels after payment has been made, payment will be applied to the rescheduled Session. Rescheduling shall be done at a time agreeable to both Parties. If such rescheduling is not possible, Client will be refunded the full amount.

Cancelations by Client: Client shall be permitted to cancel Sessions prior to 24-hours before the scheduled Session. If Client cancels less than 24-hours prior, any payment made for that Session is forfeited. Tutor may agree to refund funds at Tutor's sole and exclusive discretion, but is under no obligation to do so.

Article 7 - LATE ARRIVALS:

Client's late arrival to any Session will not toll the time of the Session. In other words, Client is expected to be on time to each Session or forfeit the amount of late arrival. No adjustment shall be made on Fees for time lost because of late arrival by Client.

If Tutor arrives late, Tutor shall compensate Client by extending a Session by mutual agreement.

Article 8 - INTELLECTUAL PROPERTY:

Any intellectual property provided by the Client to the Tutor to assist in the provision of Tutoring Services shall belong to Client. Any intellectual property belonging to the Tutor, provided or shown to the Client in any way shall belong to the Tutor.

Article 9 - OBLIGATIONS:

Tutor agrees to be fully prepared for each Session by reviewing any material prior provided by Client. Tutor shall keep all Client information confidential.

Client agrees to undertake the work Tutor identifies, as well as to actively participate in each Session.

Tutor does not offer any promises or guarantees with regard to the Tutoring Services. Client hereby acknowledges and agrees:

A) Client is solely and exclusively responsible for the choices that Client makes with regard to the Tutoring Services or any changes to Client's academic education, business, or life.

B) Client is solely responsible for any actions or inaction Client chooses to take;

C) Tutor is not liable for any result or non-result or any consequences which may come about due to Client's participation in the Tutoring Services.

Article 10 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Tutor.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 11 -

Article 12 -

Article 13 - RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Tutoring Services by the Tutor to the Client under the terms and conditions herein.

Article 14 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of

the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

J) FORCE MAJEURE: Tutor is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities,

acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Tutor:

_____

Signature: _____

Date:_____

Guardian, *as legal guardian of minor* _____:

_____

Signature: _____

Date:_____