

**Peak to Peak Learning
Tutoring Contract**

THE PARTIES TO THIS AGREEMENT ARE:

Name of Tutor: Jerica Cadwallader
(Hereinafter referred to as the "Tutor")

Address: 7123 Pinewood Drive, Evergreen, Colorado, 80439

Contact Information:
Phone Number: (720) 663-0309
Email Address: jerica@peaktpeaklearning.com

Name of Student: _____
(Hereinafter referred to as the "Student")

Name of Parent/Guardian : _____
(Hereinafter referred to as the "Parent")

Address: _____

Contact Information:
Please check which number or email address is your preferred method of communication.

Home Phone Number: _____	Preferred: _____
Cell Phone Number: _____	Preferred: _____
Work Phone Number: _____	Preferred: _____
Email Address: _____	Preferred: _____

Whereas the Tutor shall provide tutoring to the Student in the following subject(s): _____

at the following address: _____

SCHEDULE OF LESSONS

Tutoring shall commence on the _____ day of _____ 20__ and thereafter at the following times: _____

FEES PAYABLE TO THE TUTOR

Fees shall be calculated at a rate of (\$60) sixty dollars per hour of tutoring. No further fees shall be charged for traveling or preparation time of the Tutor. Fees may be adjusted from time to time and shall become effective after having giving the Student (30) thirty days written notice.

PAYMENT

Payment shall be made monthly at the end of every month.

Payments shall be made using the online payment program, We Pay.

Bills shall be sent out on or before the last day of the month and shall be due by the 7th of the following month. If payment is made after the 7th of the month, a \$10 late fee shall be charged.

Name of person responsible for the payment of fees:

CANCELLATION OF LESSONS BY PARENT

The Parent may cancel lessons by giving at least 24 hours prior notice to the Tutor in which case no tuition fees will be incurred. Lessons not attended by the Student without giving 24 hours prior notice to the Tutor shall be charged at the full rate.

CANCELLATION OF LESSONS BY TUTOR

The Tutor may cancel lessons by giving 24 hours prior notice to the Parent in which case no fees shall be incurred. Lessons not provided by the Tutor without giving 24 hours prior notice to the Parent shall be rescheduled and shall be free of charge to the Parent.

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.

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 Parent and shall contact other parties involved in the education of the Student only if given written permission by the Parent 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 Parent.

The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

OBLIGATIONS OF THE PARENT AND STUDENT

The Parent and Student undertake 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 in a timely manner.

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 (7) seven 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.

The Tutor _____

Signed on this _____ day of _____ 20____.

The Parent/Guardian: _____

Signed on this _____ day of _____ 20____.