



Client and Tutor Tutoring Contract



Beyond the Basics Tutoring LLC

2024 – 2025

Reading Writing Language Arts Math





Contract

This Agreement states the terms and conditions that govern the contractual agreement between Beyond the Basics Tutoring (the "Tutor"), you (the "Client") who agrees to be bound by this Agreement.

WHEREAS, the Tutor offers services in the field of education and having its principal place of business at the Findlay Hancock County Public Library, the Client desires to retain the services of the Tutor to render educational services with reading, writing, language arts, or math according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Tutor and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

Either Party may terminate this Agreement for any reason within 24 hours written notice to the other Party prior to the scheduled service.

A. Terms

This Agreement shall begin on the date the Client booked a service and continue until the service is completed or has been terminated. Services will start and end at the designated time regardless of arrival time. In the event of a late arrival, the missed time will not be made up or added to any future sessions. In the event of an illness or emergency, the Client/Tutor must be notified 1 hour prior to their scheduled service to be a successful cancellation.

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B. Refund Policy

After a successful cancellation, the Client can reschedule the missed service for a later date given the available time slots. If the Client chooses not to reschedule, they will be refunded any payment made for that service.

BTB reserves the right to terminate any client for the following reasons:

- Failure to arrive 15 minutes after the start of the scheduled service.
- Payment was declined or not provided for the service.
- Inappropriate language used by the Client or Child.
- Threats or intimidation
- Child has multiple instances of refusing to work or follow directions.

Clients that are terminated from BTB Tutoring are not eligible for a refund for services booked will no longer be able to schedule services in the future.

C. Services and Materials

The Tutor agrees that they shall provide their expertise to the child for all things pertaining to their scheduled session. The Client will be responsible for ensuring the child is fully prepared with needed materials such as homework, Chromebook, or borrowed materials from the tutor. If the Tutor provides materials for a child to use at home, the Client is responsible to bring back the materials in the same condition they were borrowed. Damaged or lost materials will result in the Client paying for those materials.

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D. Compensation

In consideration of the time, expertise, personalization of materials, and other factors that pertain to the educational services being provided, the Client shall pay the tutor at the rate designated on the company website <https://btb-tutoring.com> for that service. Payment is made based on the preference of cash (in person only) or card and must be paid prior to the scheduled service. If payment is not made during booking, the Tutor will invoice the Client prior to the scheduled service and shall be due before the service begins. Late payments will still be accepted, but the service will only be provided once payment is received. If a Client fails to pay for a service, that service will be terminated and not eligible to reschedule. Any services booked and not completed prior to termination will not be refunded.

E. Confidentiality

The Tutor can share personal information such as a client's/child's name, subjects being tutored, progress reports, and other necessary educational documents about the child with consent from the client.

F. Noncompetition

During the terms of this Agreement, the Tutor shall not engage in any competition with a company or school engaged in educational services.

During the terms of this contractual agreement, the Client will not engage and/or obtain services from another company that offers tutoring services.

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G. Indemnification

The Client agrees to defend and protect the Tutor against all lawsuits and costs of any kind pertaining to Beyond the Basics Tutoring LLC in regard to failure to follow the contractual agreement or defamation of character by an adult whose child has or has not tutored with Beyond the Basics Tutoring LLC.

H. Modifications to Contract

The Tutor and Client are bound by this contract and all the terms within. If the contract is to be modified, it must be approved by the Tutor in writing for it be valid. Any changes made will be provided to the Client and a new copy will be given electronically.

I. Applicable Law

The Contract and the interpretation of the terms shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, each party has agreed to abide by the terms and conditions of this contractual agreement. By clicking "submit" on the booking form, this acts as the client's signature and the terms of the agreement start immediately.