**-TEMPLATE-**

***NOTICE: Templates are offered as a guide. You are responsible for seeking your own local legal counsel to review your Client and tutor agreements. Once you have updated this template, delete this heading text and all yellow highlights***

DATE:\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Parent or Guardian 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
| Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Alt Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| City: \_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Billing Address? \_\_\_\_\_\_\_\_Tutoring Address?\_\_\_\_\_\_\_ |
| **Parent or Guardian 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
| Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Alt Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| City: \_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Billing Address? \_\_\_\_\_\_\_Tutoring Address?\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| **Student Name:** | | Grade / Level: |
| Birth Date: | School | |
| Phone (if applicable): | Email (if applicable): | |

**AVAILABLE TO BE TUTORED – indicate available days and times within Calendar below**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** | **Saturday** | **Sunday** |
|  |  |  |  |  |  |  |
|

|  |  |  |
| --- | --- | --- |
| **Tutoring Details** | | |
| **1. Length of Each Session** | **2. Frequency of Sessions** |  |
| (enter minutes / hourly) | (enter number per week) |  |
| **3. Total Hours** | **4. Duration of Tutoring Commitment** |  |
| <enter total number of minutes / hours> | <enter number of semester(s) / months> |  |
| **5. Tutoring Package** | <enter Name of Package> | <enter Total Price of Package > |
| **Support App & Materials** | SIE Homework App. | <enter Price> |
|  | <enter Title> | <enter Price> |
|  | <enter Title> | <enter Price> |
|  | Sub Total |  |
|  | Taxes / VAT |  |
|  | **TOTAL EDUCATION INVESTMENT:** |  |

|  |  |
| --- | --- |
| **Education Investment - Payment Method** | |
| * One Time | <enter Total Education Investment> |
| * Instalment | <enter number of instalments to be made> |
| * Deposit | <enter amount that is equal to or greater than first two sessions> |
| **Payment Details &  Installment Schedule** | |
| **Payment by instalment:**  (eg. this amount will be charged to client credit card per installment due dates> | <less Deposit, enter currency amount of instalment to be paid each time> |
| **Installment due dates:** | <enter dates credit card will be charged> |
| **Date of last instalment:** | <month & day> |
|  |  |
| **AMOUNT DUE UPON SIGNING:** | <One Time> OR <Deposit> |
| **Payment Method:** Credit Card, Debit, e-transfer, other | |

|  |  |
| --- | --- |
| **- EASY Bonus -**  **Who do Know?** | |
| Name of Parent | contact info. |
| Name of Parent | contact info. |
| Name of Parent | contact info. |
| **EARN FREE TUTORING HOURS!**  Ask for details | |

Client Agreement

**THE PARTIES**: This agreement is between the Client ( parent/guardian/adult student) who has signed this agreement and, <insert LEGAL SIE FRANCHISE NAME> hereinafter referred to as “SIE Location”, a franchise within the School is Easy brand.

1. **TERM:** The term commences on the date the Client has signed this agreement and will terminate after written notice of cancellation of services. Upon one year of inactivity on your account with SIE Location, any outstanding hours that have been funded will be forfeited and your account will be closed.
2. This agreement shall be governed at all times by the laws of (XXX)
3. **COMMUNICATION:** The Client will be emailed a communication log after any conversation you have with our admin staff, summarizing our conversation. If a communication log is not received, then the Client should call (XXXX) or email (XXXX)
4. **SESSIONS LOGS:** The tutor will complete a session log report for every tutoring session. This information will keep everyone (SIE Location Director, other tutors, and parents) up to date on student progress. The session logs also help to focus students on goals between sessions. During the session, the tutor will have the student do some independent work while they take 5 min to write the session log.
5. **TEACHER MEETINGS**: The SIE Location Director may be available for consultations with the student’s classroom teachers at no charge. If a SIE Location tutor is required, at the Client’s request, to attend an in person meeting with the student’s classroom teacher, the Client shall pay the hourly tutoring rate.
6. **SESSION RESCHEDULING:** The Client must contact SIE Location to arrange for rescheduling. A minimum of twenty-four (24) hours written notice is required to reschedule a session. One hour of tutoring will be charged to the client’s account if sufficient notice is not provided.
7. **BILLING**:
   1. The Client’s credit card will automatically be charged as per the Tutoring Details and Payment Method schedules in previous section
   2. Packaged / Bundled sessions. Prepaid sessions and unused hours are non-refundable, but are transferable to other subjects, school years, and immediate family members up to a period of 12 months.
8. **NOTICES**: Anywhere in this Client Agreement: “Written notice” means (i) an email notice or (ii) a notice delivered via mail or facsimile to any of the addresses for the Client and for SIE Location listed on the enrollment.
9. **GUARDIAN:** A guardian must be present on the premises during each face to faceAND online virtual tutoring session with any minor (a minor is any student under the age of 18). A guardian means a person who is at least over the age of 18. Tutor and Student shall not tutor in the student’s room or any other private closed door rooms – this includes online virtual sessions. Tutors shall not be required to provide services at any location which the tutor feels is unsafe for either the tutor or the student.
10. **TUTORS:** It is understood that School is Easy will do all it can to find a suitable tutor in a reasonable time solely defined by SIE Location. Tutor availability varies depending on the season, subject, and student availability. All tutors are screened. Any concerns that a Client may have with a tutor match should be shared as soon as a concern is noted, and discussed with SIE Location Director to allow opportunity for resolution.
11. **TUTOR SOLICITATION:** Solicitation of SIE Location tutor services, outside of School is Easy, is strictly prohibited and in contravention of the tutor and Client contracts.
12. **NON-SUFFICIENT FUNDS (NSF PAYMENTS):** A replacement payment plus an NSF fee of XX dollars ($ ) must be received by SIE within five (5) business days after the Client receives the NSF notification. Declined credit cards and stopped payments shall be considered as NSF payments.
13. **School is Easy GUARANTEE:** Parents, guardians, and adult students may request change of tutors within reason, as defined by SIE Location. Used tutoring hours are non-refundable. General Help can be found at Location (PHONE #) or (EMAIL). If you have any concerns or are in any way dissatisfied, please contact us immediately so we can rectify it for you.
14. The Client hereby waives any claim it may have against SIE Location, School is Easy Inc., School is Easy USA,LLC and LaunchLife International Inc. for losses incurred or damages suffered as a result of the provision of tutoring services pursuant to this agreement. The Client further expressly agrees to indemnify SIE Location, School is Easy Inc., School is Easy USA,LLC and LaunchLife International Inc. with respect to any claim made by a third party against SIE Location, School is Easy Inc., School is Easy USA,LLC and LaunchLife International Inc. resulting directly or indirectly from the provision of tutoring services pursuant to this agreement. This waiver and indemnification does not extend to deliberate acts of wrongdoing on the part of SIE Location.

By signing below, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signify that I have read and understood the School is Easy policies and terms, **as outlined within the “Client Agreement”**

**Client Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_ .**

I understand that signing this agreement does not obligate me to purchase any services from School is Easy, but if any services are rendered to me or any person I may designate, then I agree to pay for such services. I authorize SIE Location to automatically process my credit card as outlined in the payment section of this agreement. I agree to abide by these policies and pay the fees indicated above for those services.

**Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**