

## IntellectConnect Tutoring LLC: Tutoring Agreement

THIS TUTORING AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 between IntellectConnect Tutoring, LLC and \_\_\_\_\_ (“tutor”) and \_\_\_\_\_, (“client”). Company, Tutor, and Client agree as follows:

### **Fees Payable to the Tutor:**

- 1. Service Fees:** Fees for services are displayed on TutorBird and may vary depending on the individual tutor, session type (private 1-on-1 or group), and other factors. Costs for both 60-minute and 30-minute sessions are shown.
- 2. Travel Costs:** There is no additional travel fee if the client is within a 20-mile radius of the tutor’s location. Travel beyond this radius may be subject to additional charges as determined by IntellectConnect Tutoring LLC.
- 3. Processing Fees:** A 3% card processing fee is charged for each transaction. Payments are processed on TutorBird via Stripe.
- 4. Sales Tax:** Products sold are subject to sales tax based on the client's location.

### **Discounts:**

- 1. Tutor-Approved Discounts:** Individual tutors may offer discounts with prior approval from IntellectConnect Tutoring LLC. A one-time discount does not obligate the tutor to continue offering the same discount in the future.
- 2. Business-Wide Promotions:** Discounts provided as part of a business-wide promotion by IntellectConnect Tutoring LLC will have their own separate terms and conditions. These will be outlined at the time of the promotion.

### **Payment:**

- 1. Payment Methods:** Clients may choose to pay either the weekly invoice in total by the due date or pay for each session individually on the student portal of TutorBird. Payment can be made in cash, check, or debit/credit card. Clients must have a card on file at all times.

**2. Autopay:** After the due date of an invoice, payment will be collected via autopay through TutorBird. If autopay is declined, the client will continue to incur late fees as outlined, and autopay will be attempted again.

### **3. Late Fees:**

- Weekly Invoices: A \$25 late fee will be applied if the invoice remains unpaid 7 days after its due date, with an additional \$25 charged every subsequent 7 days until payment is made. Legal action will be pursued if any balance remains unpaid by the end of the academic term.

- Monthly Billing: For clients opting to be billed monthly, a late fee of \$25 will be applied 7 days after the invoice's due date, which will be 30 days from the date of purchase. Subsequent late fees will be charged every 7 days thereafter if the balance remains unpaid. Legal action will be pursued if any balance remains unpaid by the end of the academic term.

### **4. Missed Payments and Collections:**

By enrolling in services with IntellectConnect Tutoring LLC, clients agree to make all payments according to the agreement herein. In the event of a missed payment or overdue balance after the academic term, the following terms shall apply:

- Payment Reminders: IntellectConnect Tutoring LLC reserves the right to send payment reminders via email, phone, TutorBird Student Portal, or postal mail in an account is overdue. We will provide the client with reasonable notice to settle any outstanding balances.
- Collection of Overdue Payment: If a payment remains overdue for more than 30 days, IntellectConnect Tutoring LLC may seek assistance from a third-party collections agency. IntellectConnect Tutoring reserves the right to initiate collection efforts that comply with all Washington State and federal laws, including the Fair Debt Collector Practices Act (FDCPA).
- Client Rights: Clients will be notified before their account is turned over to collections and have the opportunity to settle the debt. Clients have the right to dispute the debt or request validation as outlined under federal law. Clients also have complete access to all invoices and payment due through their Student Portal.
- Legal compliance: All collection efforts, including any involvement of third-party collectors, will adhere to Washington State Law (RCW 19.16, governing debt collection)

and federal law (FDCPA). This includes provisions regarding notice, communication, and protection of consumer rights.

- *Credit Reporting:* Unpaid balances that are turned over to collections may be reported to credit bureaus, potentially impacting the client's credit score.
- *Settlement Options:* IntellectConnect Tutoring may offer payment plans or other settlement options before escalating to collections. Clients are encouraged to reach out proactively to discuss these options if they are unable to meet payment deadlines.

### **Cancellation and Refunds:**

**1. Cancellation Policy:** Cancellations due to emergencies or illness up to one hour before the session may qualify for a refund or make-up credits at the discretion of IntellectConnect Tutoring LLC. For other reasons, cancellations must be made 24 hours in advance to avoid charges.

**2. Tutor Flexibility:** The tutor may choose to waive charges or offer make-up credits for cancellations outside the policy if deemed appropriate and with the approval of IntellectConnect Tutoring LLC.

### **Late Arrival:**

**1. Client Late Arrival:** No rate adjustments for late arrival or early termination by the client. The tutor will wait 10 minutes before considering the session a "no-show" and charging the full rate.

**2. Tutor Late Arrival:** Any lost time due to late arrival by the tutor will be compensated by extending the session by a mutually agreed amount of time or by finding an available time to make up the difference.

### **Schedule Change Requests:**

**1. Schedule Changes:** Requests for changes to the agreed-upon schedule must be made with 7 days' notice.

### **No Warranties:**

IntellectConnect Tutoring LLC does not guarantee client performance or specific results.

### **Status of the Tutor:**

The tutor is considered part of IntellectConnect Tutoring LLC, not an independent entity.

### **Termination:**

**1. Termination by Client:** Clients may terminate their tutoring services with IntellectConnect Tutoring LLC under the following conditions:

- a. ***Notice Requirement:*** Clients must provide at least 14 days written notice if they wish to terminate services. This notice period allows for the finalization of any ongoing sessions and the resolution of any outstanding issues.

- b. ***Payment for Scheduled Sessions:***

***Responsibility:*** Clients are responsible for payment of all sessions scheduled within the 14-day notice period, even if they choose not to attend those sessions

***Cancellation:*** If a client cancels any scheduled session during the notice period, they will still be charged for those sessions as if they had taken place

- c. ***Refunds:***

***Prepaid sessions Beyond the Notice Period:*** If a client has prepaid for sessions that are scheduled after the 14-day notice period, a prorated refund will be provided for those unused sessions, minus any applicable fees.

***No Refunds for short notice:*** If a termination notice is less than 14 days, no refund shall be provided for any unused sessions within this period, except in cases of documented emergency or exceptional circumstances deemed by IntellectConnect Tutoring LLC.

**2. Termination by IntellectConnect Tutoring:** IntellectConnect Tutoring LLC reserves the right to terminate tutoring services (without refund) with a client under the following conditions:

- a. ***Breach of Agreement:*** If the client fails to comply with the terms and conditions of the Tutoring Agreement, including but not limited to payment issues, disruptive behavior or inappropriate conduct during sessions.

- b. ***Non-Payment:*** If payment is not received by the date of the Academic Term, services may be suspended or terminated completely. The client will be notified before any action is taken.
- c. ***Safety and Conduct:*** If a tutor feels unsafe or disrespected during sessions, or if the client exhibits behavior that is deemed harmful or disruptive, IntellectConnect Tutoring LLC may terminate the services immediately without refund.
- d. ***Notice of Termination:*** IntellectConnect Tutoring will provide the client with written notice of termination, outlining the reasons for the decision.

### **3. Refund Policy Upon Termination by IntellectConnect Tutoring LLC:**

- a. ***Prorated Refund:*** If IntellectConnect Tutoring terminates the service for reasons other than a breach by the client, a prorated refund shall be provided for any unused sessions beyond the notice period.
- b. ***No Refunds:*** No refunds will be issued if the client is terminated due to a breach of the agreement or inappropriate conduct.

### **4. Post-Termination:**

- a. ***Confidentiality:*** Both parties agree to maintain the confidentiality of any information shared during the tutoring sessions, even after the termination of the services.
- b. ***Return of Materials:*** Clients are required to return any materials or resources provided by the company upon termination of services.

**5. Dispute Resolution:** In the event of a disagreement or dispute regarding the termination, both parties agree to attempt to resolve the issue through mediation before pursuing any legal action.

**6. Modifications to the Termination Policy:** The company reserves the right to modify this termination policy at any time. Clients will be notified of any changes, and the updated policy will be made available to the client.

**7. Academic Term Definition:** An academic term is defined as a trimester, quarter, or semester.

**Relaxation of Terms:**

Any waiver of rights or terms does not prevent subsequent enforcement and does not constitute a waiver of future breaches.

**Session Length:**

**1. Session Duration:** Sessions are either 30 minutes or 60 minutes, as shown in the TutorBird account. Extensions may be agreed upon and may incur up to a 50% additional cost.

**Session Location(s):**

**1. Location Agreement:** Tutoring locations will be discussed and agreed upon. For minors, sessions must be in a public area or supervised by a parent/guardian. Virtual sessions are available if a suitable location cannot be agreed upon.

**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 provisions not contained herein. Any alterations to this agreement must be in writing between both parties.

By signing my name, I am acknowledging my agreement to these terms and conditions and agree to be held responsible for any violation of these terms and conditions set forth in this Agreement.

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**IntellectConnect Tutoring, LLC**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Tutor

\_\_\_\_\_  
Print Client's Name