



“A” Success Academics, Inc. ***Tutorial/Mentoring Agreement***

1. THE PARTIES TO THIS AGREEMENT ARE:

2. Name of Company: “A” Success Academics, Inc.

3. Name of Tutor(s): Darryl Marquette (and/or assigned)

4. Address: 3070 Windward Plaza, Suite F, Alpharetta, Georgia 30005

5. Contact Number and Email: (866) 950-8884 - email: dmarque@asuccessacademics.com (Hereinafter referred to as the "Tutor")

6. Name of Student/Client: _____

7. Address: _____

8. Contact Number and Email: _____ (Hereinafter referred to as the "Student/Client")

9. Name of Parent/Guardian if Student/Client is a minor: _____

10. Address: _____

11. Contact Number and Email: _____

12. Whereas the Tutor shall provide tutoring to the Student/Client in the following subject(s):

13. _____

14. Location for Tutoring Session(s): _____ or (TBD) To Be Determined

15. FEES PAYABLE TO THE TUTOR

16. Fees shall be calculated at a rate of \$_____ Dollars per hour of tutoring. If additional “time” is required during scheduled session, additional fees will be pro-rated based on hourly rate. 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 given the Student/Client (7) seven days written notice.

17. PAYMENT(S) (ALL PAYMENTS MUST BE MADE TO “A” SUCCESS ACADEMICS, INC. or DARRYL MARQUETTE)

18. Assigned Tutors are **NOT** to receive payments without written authorization.

Payment shall be made immediately upon **ARRIVAL** to a tutoring session.

OR

Payment shall be made weekly/monthly in advance.

Accepted methods of payment:

Cash

Check***

Internet Transfer

Pay Pal

Cash APP

*** If paying by check, check(s) should be made payable to:

“A” Success Academics, Inc. or Darryl Marquette

19. Name of person responsible for the payment of fees: _____

20. ONCE PAYMENTS ARE MADE THERE ARE NO REFUNDS**21. SCHEDULE OF LESSONS**

22. Tutoring shall commence on the _____ day of _____ 20____ and thereafter at the following times:

23. Until the _____ day of _____ 20_____.

OR

24. Tutoring shall commence on the _____ day of _____ 20_____ and thereafter on an *ad hoc* basis as mutually agreed upon by Tutor and Student.

CANCELLATIONS**25. CANCELLATION OF LESSONS BY STUDENT**

The Student/Client may cancel session 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/Client without giving 24 hours prior notice to the Tutor shall be charged at the FULL RATE.*

OR

Fees are based upon the Student's undertaking to attend all lessons as stipulated in the schedule above and no discount or refunds shall be given in respect of lessons not attended by the Student.

26. CANCELLATION OF LESSONS BY TUTOR

The Tutor may cancel lessons by giving 24 hours prior notice to the Student in which case no fees shall be incurred. Where a lesson was pre-paid, the Tutor shall reschedule the appointment at a time agreeable to both parties.

27. 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.

28. 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/Client.

The Tutor shall keep confidential all information of the Student/Client and shall contact other parties involved in the education of the Student/Client **only** if given written permission by the Student/Client 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 Student/Client.

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

29. OBLIGATIONS OF THE STUDENT

The Student/Client undertakes to assist the Tutor in identifying problem areas in which the Student/Client needs specific tutoring.

The Student/Client **agrees** that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work promptly.

30. NO WARRANTIES

The Tutor makes **NO** promises or warranties with regards to a Student/Client's performance as a result of any tutoring provided.

31. STATUS OF THE TUTOR

It is expressly understood that the Student/Client 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.

32. TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party **(7) seven days prior written notice**.

33. 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.

34. 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.**

35. MINORS

Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to **ALL** the terms and conditions contained herein on behalf of the Student.

36. Signed at _____ on this _____ day of _____ 20_____.

37. The Tutor: _____ *(Please Sign)*

38. Print Name: _____

39. Signed at _____ on this _____ day of _____ 20_____.

40. The Parent/Guardian: _____ *(Please Sign)*

41. Print Name: _____

42. Signed at _____ on this _____ day of _____ 20_____ on behalf of the Student who is a legal minor.

43. The Student: _____ *(Please Sign)*

44. Print Name: _____