

TutorDash Tutoring Agreement

2110 Sunset Blvd. #300

Rocklin, CA 95765

916-741-5522

info@mytutordash.com

https://mytutordash.com/

- 1. Description of Services.** TutorDash (“Tutor”) will provide in-person (at the above location) or virtual tutoring to the Student.
- 2. Scheduling.** One-off tutoring sessions shall be scheduled online at <https://mytutordash.com/> Sessions will be scheduled in 1-hour blocks.
- 3. Fees.** Current fees for tutoring are stated on the TutorDash scheduler and website. No other fees shall be charged unless such fees have been approved in advance by the Client in writing.
- 4. Payment.** Weekly balances must be paid by Saturday at noon. If not paid by Client, the Client authorizes TutorDash to charge any card on file by Sunday at noon. TutorDash may cancel and/or block future sessions if fees are unpaid.
- 5. Payment Method On File.** By agreeing this Tutoring Agreement, Client hereby authorizes TutorDash to charge the payment card supplied for the payment of all Fees due. The payment card provided will be kept on file and will remain in effect until the expiration of the payment card account. Client may revoke this authorization by submitting a written request to TutorDash. Client agrees to pay the cost for any returned or challenged payments.
- 6. Cancellation.**
 - a. By the Student or Client.** You may cancel your tutoring session with no penalty up to twenty-four (24) hours before the start time of the scheduled session. If you cancel within twenty-four (24) hours, payment is due in full.
 - b. By the Tutor.** If the Tutor cancels a session for any time prior to the start of the session, the Tutor agrees to provide a full refund for any pre-paid sessions or to apply that payment to a future session that all parties agree upon.
- 7. Late Arrivals.** No adjustment to fees shall be made for time lost because of late arrival by the Student or by early termination of a session by the Student. The Tutor agrees to wait fifteen minutes from the time of the scheduled session for the Student’s arrival before considering that session cancelled without sufficient prior notice and therefore subject to full payment per Section 6a of this Agreement. Any time lost because of the late arrival of the Tutor shall be compensated for by extending a session by mutual agreement and by such amount of time that was lost.
- 8. First Hour Free.** This offer is only available to new customers who have not previously received any services from TutorDash. Customers must redeem this offer and schedule their first session immediately upon sign up. The offer is limited to one free one-hour in-person tutoring session per customer, subject to the ratio of tutor to students not exceeding 3:1. If a

customer cancels the session with less than 6 hours notice, they will not be able to redeem the offer again. If offer is used on a tutoring session after the initial session, TutorDash reserves the right to charge the full cost of the session at standard rate to the card on file.

- 9. Obligations of the Tutor.** Tutor agrees to be on time (absent extenuating circumstances) and prepared for all sessions. The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.
- 10. Obligations of the Student.** Students are expected to bring laptops when necessary. Student agrees to come prepared for their session knowing either which topics they want to work on, or with homework/test prep to work on. If Student has topics in mind, then they must bring examples that the Tutor may review and build similar examples from. Students are expected to respect their peers and tutors while also maintaining a quiet and healthy work environment. Students will not harass tutors or their peers. Students will come in with the mindset to work and learn. Problematic students (those who refuse to work, harass tutors or peers, are violent, or are distracting to their peers or other tutors) may be temporarily or permanently banned at the discretion of the Tutor. Students are expected to show up on time and leave on time.
- 11. Warranties.** TutorDash makes no warranties or promises with regard to a Student's performance as a result of any tutoring provided.
- 12. Relaxation of Terms.** If any of the parties relax, indulge, waive, or release any of their rights in terms of this agreement on one occasion, it does not prevent the subsequent enforcement of those rights or constitute a waiver of any subsequent breach.
- 13. Termination.** Termination of this Agreement may be made in writing by either party at any time. If terminated by the Student, then all outstanding fees must be paid in full immediately upon notice of termination.
- 14. 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 alteration to this Agreement must be in writing and signed by all parties.
- 15. Criminal Background Checks for Tutors.** In accordance with California Business and Professions Code § 18950, TutorDash obtains criminal background checks for all new hires which includes both state and federal criminal history information. The checks are performed to identify violent crimes, sex offenses, and any other offenses that may impact the safety or wellbeing of our students. This policy applies to all TutorDash tutors.
- 16. Minors.** Where the Student is a legal minor, the Parent/Guardian shall enter into this Agreement on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf on the Student.
- 17. Unsupervised Students.** By agreeing this Tutoring Agreement, Client acknowledges that if a Student is left unsupervised at the tutoring facility, the Student may be left alone with a Tutor or TutorDash employee.

- 18. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.
- 19. Governing Law.** The laws of California (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement, including torts.
- 20. Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 21. Electronic Reminders.** By agreeing to this Tutoring Agreement, Client consents to receiving SMS and email reminders of upcoming bookings. Message and data rates may apply for any messages sent to you from TutorDash and to us from you.