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 tutoring to the individual receiving tutoring services ("Student") at the above location, as selected by the individual responsible for payment and compliance with this Agreement (the legal guardian if the Student is a minor) ("Client"). Tutoring services are available under the following options:
    a. **Membership Plans:** Premier (12 tutoring hours/4 weeks), Advanced (8 tutoring hours/4 weeks), and Starter (4 tutoring hours/4 weeks)
    b. **Class Pack:** A one-time purchase of 4 hour tutoring hours.
    c. **Drop-In Tutoring:** Pay-as-you-go tutoring on an as needed basis.

2. **Duration.**
    a. **Membership Plans:** This Agreement begins on the date of purchase and continues on a 4 week basis until canceled by the Client. The membership will automatically renew every 4 weeks from the date of sign-up.
    b. **Class Pack:** The Class Pack hours must be used within 60 days from the date of purchase.
    c. **Drop-In Tutoring:** The Drop-In Tutoring option is available on an as-needed basis, and each session is booked individually.

3. **Scheduling.** Tutoring sessions can be scheduled online at https://mytutordash.com/ or via a private link. Sessions can be scheduled in 60 or 90 minute blocks.

4. **Fees.** Fees for tutoring are based on the selected service option (see below). No other fees shall be charged unless such fees have been approved in advance by the Client and TutorDash in writing. TutorDash reserves the right to modify membership terms, including fees, with a 30-day notice to the Client.
    a. **Premier:** $589 per 4 weeks for 12 tutoring hours.
    b. **Advanced:** $429 per 4 weeks for 8 tutoring hours.
    c. **Starter:** $239 per 4 weeks for 4 tutoring hours.
    d. **Class Pack:** $280 for 4 hours, to be used at the client's discretion.
    e. **Drop-In**: $80 per hour, available on an as-needed basis.

5. **Payment.** The Client authorizes TutorDash to charge the card on file automatically on a 4 week basis, starting 4 weeks from the date of sign-up for Membership Plans. Subsequent payments will be charged every 4 weeks thereafter. For Class Pack and Drop-In Tutoring, payment is required at the time of booking or purchase.

6. **Prepaid Hours**.
    a. **Membership Plans:** Hours accrued under membership plans will not rollover. Any unused hours beyond this period will expire, with a maximum of one 4 week period of accrued hours available at any given time. All unused hours will expire 4 weeks after the membership is canceled.
    b. **Class Pack:** Class Pack hours must be used within 60 days from the date of purchase. Any unused hours will expire after 60 days and cannot be rolled over or refunded.

7. **Non-Transferability.** This Agreement and the services provided hereunder are personal to the Client and may not be assigned or transferred to any other person or entity without the prior written consent of TutorDash.

8. **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 Tutor.** If the Tutor cancels a session for any time before the start of the session, the Tutor agrees to apply that payment to a future session that all parties agree upon.

9. **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. 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 8a. 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.

10. **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.

11. **Obligations of the Student.** Student is expected to come prepared for sessions, bringing necessary materials such as laptops, textbooks, or examples of topics they want to work on. Student is expected to respect their peers and Tutor, maintain a quiet and healthy environment, and arrive promptly to sessions. Problematic behavior, including refusal to work, harassment, or disruptive conduct, may result in temporary or permanent banning at the sole and absolute discretion of TutorDash.

12. **Warranties.** TutorDash makes no warranties or promises with regard to Students performance as a result of any tutoring provided.

13. **Force Majeure.** TutorDash shall not be held liable for any failure or delay in the performance of its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, government actions, or failures of the internet or other telecommunications systems.

14. **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.

15. **Termination.**
    a. **By the Client:** Client may cancel their membership at any time through the cancellation link provided in emails or by providing written notice to TutorDash. Cancellation takes effect immediately, and no refunds will be issued for any unused hours. However, Client has 4 weeks from the cancellation date to use any remaining unused hours, after which they will expire.
    b. **By TutorDash:** TutorDash may terminate this Agreement at any time, with or without cause, by providing notice to the Client. If terminated by TutorDash, any unused prepaid hours will remain available for 4 weeks before expiring, unless the student is banned per Section 11 of this Agreement, in which case all unused hours will expire immediately and no refund will be issued.

16. **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. This Agreement supersedes any and all previous agreements between the Client and TutorDash, including but not limited to any agreements outlined on https://mytutordash.com/.

17. **Criminal Background Checks for Tutors.**
    a. **Background Checks:** In accordance with California Business and Professions Code § 18950, TutorDash obtains Background Checks for all new hires which includes both State and Federal criminal history information. The Background Checks are performed to identify violent crimes, sex offenses, and any other offenses that may impact the safety or well-being of our Students. This policy applies to all Tutors.
    b. **Security Cameras:** For the safety and security of all Students, Tutors, and property, TutorDash utilizes security cameras throughout its facility. By agreeing to this Agreement, Client consents to the presence of these security cameras while on the premises.

18. **Minors.** Where Student is a legal minor, the Client shall enter into this Agreement on behalf of Student and shall accept and agree to all terms and conditions contained herein on behalf of Student.

19. **Unsupervised Students.** By agreeing to this 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.

20. **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.

21. **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.

22. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, 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.

23. **Electronic Reminders.** By agreeing to this Agreement, Client consents to receiving SMS and email reminders of upcoming sessions. Message and data rates may apply for any messages sent to or from TutorDash.