

GRADE STEP UP L.L.C. CLIENT AGREEMENT -2012 – Contract # _____

This Agreement is entered into between **Grade Step Up, L.L.C.** (Contractor) a Limited Liability Company, incorporated and registered in the state of Georgia; whose principal place of business is 2855 Ridgeview Trail, Jonesboro, GA 30238 on _____ 2012 and

_____(Client-Parent or Guardian)) whose address is _____ This Agreement will become effective on _____ 2012 and will end no earlier than _____ 2012.

Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to provide educational services as set forth herein, and the Contractor hereby accepts such engagement.

1. Services to be performed. Contractor agrees to provide tutoring services to client according to the agreement established between Contractor and Client based on Client needs and Contractor's ability to provide services.

2. Business Permits, Certificates and licenses. Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement. Contractor agrees to comply with any changes in the law and which may be amended in writing from time to time, or supplemented with subsequent changes in the law for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. FEE STRUCTURES

Client agrees to provide Grade Step Up a deposit in the amount of _____ prior to the commencement of services or upon the signing of this agreement unless otherwise agreed upon. Tutorial services **WILL NOT** be rendered unless deposited amounts received have been cleared by the bank or financial institution. Grade Step Up will not be considered to be under this agreement or obligated to provide services unless check payments have cleared the bank.

3.1 Rates

Each session will be 60 Minutes long. Sessions will be charged per half hour or part thereof. Clients who prepay monthly for a minimum of 10 sessions or more per month will obtain a 10% discount. Clients who pay per session will be charged according to the following cart without discounts.

Grade level	Fee/hr/student
Elementary & Middle School	\$20.00
High School	\$25.00
College	\$30.00

In the case of prepayment, sessions which are not used Clients will be eligible for either a roll over to sessions during the current semester or a full refund of any sessions not utilized less \$25 administrative fee

3.2 Additional Sessions

In the event that student wants to receive further tutoring after a scheduled session has ended, then the tutor will provide overtime tutoring if possible, and Client agrees to pay any additional costs for such tutoring, according to the following rules. If the overtime tutoring lasts less than thirty minutes, such tutorial sessions will be conducted at no additional charge. If the overtime tutoring lasts between thirty

CLIENT INITIALS _____

GRADE STEP UP INITIALS _____

GRADE STEP UP L.L.C. CLIENT AGREEMENT -2012 – Contract # _____

and sixty minutes, the student will be charged for a full session, at the same rate that applied to the preceding session. Client can opt to be informed prior to the commencement of these additional sessions.

3.3 Client agrees that unless otherwise agreed on, future services will be treated as a continuation of the initial contract under said terms of that contract and will be referenced as an appended page to the original contract.

4. TERMS AND CONDITIONS OF PAYMENT:

4.1 Payment for Services and Supplies

Client must have a valid credit or debit card filed with Grade Step Up prior to the commencement of service. This includes the card number, expiration date, and its CVV number. The Client further agrees that unless otherwise stated, the filed credit card will be used to secure the client's account and prevent it from becoming past due by charging any outstanding balance to the card. If client's credit card is charged, then applicable processing fees will be applied to the card.

Bounced Check: Client agrees to pay a \$20 fee for each bounced check. After a second bounced check, then services MUST be prepaid through postal money order or valid debit/credit card.

All costs for services and materials for the first two (2) hours of tutoring shall be paid in advance by Client to Grade Step Up. After the first two hours of tutoring, Client may pay in advance at the aforementioned hourly rate or pay after tutoring sessions has taken place at the aforementioned hourly Rate. If paying after the tutoring has taken place, payments must be submitted to Grade Step Up no later than the 7th of a given month for all services incurred in the prior month. If payments become more than 15 days overdue, Client agrees and authorizes Grade Step Up to charge Client's credit card for any late payment plus 10% the outstanding balance. Any account with an outstanding balance, that is more than 30 days past due, may be transferred to a collection agency or filed as a small claim. Client agrees to be responsible for any legal and collection fees incurred by Grade Step Up as a result of the inconvenience of such collections.

4.2 Material Fee

From time to time Grade Step Up may request materials for the student, such as books, workbooks etc. as are needed, Client will be asked to pre-approve those in advance of their purchase. Client agrees to pay for the costs of any pre-approved materials. These costs will be in addition to the standard service fees outlined in Section 3.1.

4.3 Cancellation Policy

If Client needs to cancel a session, please notify the assigned Grade Step Up no later than 12 hours prior to the scheduled session. Failure to do so will result in a billable charge equal to one hour of tutoring. If Client cancels with minimum of 12 hour notice in advance, no charge will be incurred. If tutor cannot make a session, Client will be notified at least 12 hours prior to the appointment.

4.4 Failure to Attend Tutoring Session

This applies to both tutor and client. In the event that a tutor fails to attend a scheduled session or is tardy for more than 30 minutes, the Client will be provided one hour of tutoring service at no extra charge. If the Client is unable to attend a scheduled session or is late for more than 30 minutes, then the Client will be charged at the hourly fee of the session. If a student arrives late for an appointment and

CLIENT INITIALS _____

GRADE STEP UP INITIALS _____

GRADE STEP UP L.L.C. CLIENT AGREEMENT -2012 – Contract # _____

requests tutoring for the remainder of the session, the student will be charged for a full session.

4.5 Make-up Sessions

When a student arrives late or fails to attend a scheduled session, the responsibility of scheduling a make-up session rests solely with the Client and the Student. The Client or Student may request to reschedule any private session to which the student fails to arrive or to which the Student arrives late. However, Grade Step Up offers no guarantee that rescheduling will be possible, and no refund will be issued if the make-up session is not held before the end of the appropriate semester. Every effort will be made to accommodate these sessions in the interest of the student's success.

4.6 Refund Policy

Client understands and agrees that no refund will be granted with the exception stated under the following conditions or otherwise outlines in a previous section:

- I. In the event that client is dissatisfied with a tutor after the first two sessions, an alternative tutor will be sought and no additional fees will apply for the session immediately following.
- II. If client is still dissatisfied, a requested refund will be given for any prepaid fees, not utilized.
- III. If student unexpectedly has to withdraw from a course or test for which he is receiving tutoring service, a refund will be issued based on sessions not delivered.
- IV. If there are conditions under which Grade Step Up cannot deliver the service promised for an extended period, then a partial refund will be given to the client, based on sessions not delivered.

All refunds will be based on the hours of service which have not been provided to the client.

Grade Step Up will refund Client's prepaid fee less a \$25 administrative processing fee. No refunds will be issued for services that have already been rendered.

5. LIMITATIONS AND LIABILITIES

5.1 Service Limitations

Grade Step Up reserves the right to control and direct the means, manner, and method by which the services required by this Agreement will be performed; Grade Step Up will not be expected to complete assignments, tests or examinations on the Client's behalf.

5.2 Tutors

Grade Step Up has the right to hire tutors as subcontractors to provide the services required by this Agreement. Such tutors are independent subcontractors, under hire to Grade Step Up and any disputes which arise will be handled by Grade Step Up as the Service Provider.

5.3 Guarantees

Grade Step Up cannot make guarantees that Student will achieve the desired academic grade or test score, and no reimbursement will be issued for tuition, test related expenses or other costs in the event that Client or Student is not satisfied with a grade or score. Client acknowledges that students are expected to apply themselves and the outcome of their academic performance will largely depend on their own

CLIENT INITIALS _____

GRADE STEP UP INITIALS _____

GRADE STEP UP L.L.C. CLIENT AGREEMENT -2012 – Contract # _____

efforts outside of the tutoring service offered.

5.4 Non-disclosure, Confidentiality & Fiduciary Responsibilities of Grade Step Up

Grade Step Up will hold in fiduciary commits to not revealing, communicating or divulging any information, knowledge, data, or client lists to any person, firm or corporation, during the period of contract by the Client or thereafter, other than the persons, firms or corporations designated by the Client, which relates to the background, or any other secret or confidential information, knowledge, data, of the Client.

5.5 No Liability

Grade Step Up shall not be liable to Client or Student for any loss, damages, or expenses resulting from or in connection with Grade Step Up's services provided under this Agreement.

5.6 Exclusive Transfer

Grade Step Up shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property created for use with the contract in order to perform its services effectively and hereby grants to Client a royalty-free exclusive license to use anything created or developed by Grade Step Up for Client under this Agreement . The license shall have a perpetual term, and the Client may not transfer it to other clients or students.

5.7 Applicable Law

This Agreement will be governed by the laws of the state of Georgia.

5.8 Term of Agreement

This Agreement will become effective when signed by both parties and will end immediately after the last tutoring sessions agreed upon pursuant to this Agreement. The Contractor or Client may terminate this Agreement at any time by providing the other party with 10 working days' written notice certified mail. In addition, if the Client is under the influence of alcohol or illegal substances, fails or refuses to comply with the written contract policies or reasonable directive of the Contractor, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Contractor at any time may terminate the engagement of the Client immediately and without prior written notice to the Client.

5.9 Dispute Resolution

Client agrees that in the case of a dispute that all attempts will be made to resolve disagreements through arbitration before seeking a civil resolution.

5.10 Merger.

This Agreement shall not be terminated by the merger or consolidation of the Grade Step Up, L.L.C. into or with any other entity.

- Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

CLIENT INITIALS _____

GRADE STEP UP INITIALS _____

GRADE STEP UP L.L.C. CLIENT AGREEMENT -2012 – Contract # _____

of each tutoring session.

I have read and consent to the foregoing terms of agreement and to the contract total indicated below.

Client Name: Grade Step Up L.L.C.

Agent/President/Owner

Client Signature: Signature:

Date: Date:

The above is understood and agreed to, and my check in the amount of \$ _____ payable to *Grade Step Up* is enclosed.

Date

Signature

Credit/Debit Card Payment Option:

Name of Cardholder _____

Billing Address: _____

Card Number _____

Expiration Date: _____ Security Code: _____

Charge Amount: \$ _____

Card Type: _____

I authorize the Grade Step Up, LLC to charge the credit/debit card for the above amount as payment for current tutorial services and any outstanding balance overdue from the previous month.

Cardholder Signature

Date

CLIENT INITIALS _____

GRADE STEP UP INITIALS _____