

_____, _____, _____
Month. Day Year

UNLIMITED TUTOR TIME CONTRACT

This Unlimited Tutor Time agreement is entered into by Tutor Time Now (“TTN”), a Division of Custom Academics, LLC, and _____ and _____ (“Clients”), parents of _____ (“Student”). TTN and the Clients can also be referred to as a “Party” or the “Parties,” individually and collectively, respectively.

In consideration of Clients retaining TTN to perform Phase Two college consultations services, the Parties agree as follows:

1. Payment Options – Choose One

_____ The monthly cost of the Unlimited Tutor Time plan is \$550/month if the clients do not want to enroll in a long-term contract for the entire 2020-2021 academic year.

_____ If the clients want to enroll in the Unlimited Tutor Time plan for the entire 2020-2021 academic year the cost is \$500/month – a savings of over \$500 for the entire academic year.

_____ If the clients want to enroll in the drop-in only program, the cost is \$65 per session. Drop-in Clients will pay online by _____ p.m. the day of the session(s) their Students will attend.

*** Active TTN Tutoring Students will receive a 50% discount for Unlimited Tutoring Time sessions, whether monthly or drop-in.

2. Term and Termination

The term of the agreement will start on the date of the latest execution of Student’s agreement by one of the Parties. The discounted full academic year agreement will end the last day of the school year for the school in which the Student is enrolled. The Agreement terminates 30 days after the Client provides written notice that they intend to terminate the Agreement. There is a \$200 early termination fee the full academic year Clients terminate this Agreement before the end of the 2020-2021 academic year. This Agreement does not include Summer School classes for the Summer of 2021. Clients can enter a separate Agreement for Summer School 2021.

3. Services

Students will have access to TTN’s Unlimited Tutoring Time services every weekday (M-F), except for official, listed school holidays for the school the Cabrillo School District. TTN will conduct these sessions via the Zoom videoconferencing platform from 4-5 pm during the academic weekdays discussed above access to TTN’s tutors to assist in getting Student’s questions answered. Specifically, Students can sign up for these daily sessions and provide a description of their question. Students’ questions will be answered on a first

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come, first served based on when they sign up online. The sessions will be available for most academic subjects taught in grades 6-12 such as, math through calculus, English, biology, chemistry, physics, and world or US History.

4. No Guarantees

TTN AND/OR TATUM HUTTON DO NOT PROVIDE ANY GUARANTEES OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING A STUDENT'S ACADEMIC PERFORMANCE. A STUDENT'S ACADEMIC ACHIEVEMENT IS BASED ON A NUMBER OF FACTORS, INCLUDING A STUDENT'S MOTIVATION, DESIRE AND WORK ETHIC.

5. Entire Agreement

This Agreement contains the entire agreement of the Parties and there shall be no other promises or conditions contained within any other agreement whether oral or written. This Agreement shall supersede any other prior oral or written agreement between the Parties.

6. Amendments or Modifications

This Agreement may be altered or modified only if said amendment is done so in writing, mutually agreed upon and thus signed by all Parties.

7. Governing Law, Jurisdiction and Venue

This Agreement shall be construed and enforced in accordance with the laws of the state of California, except for California's choice of law provisions. Any dispute or claim arising from or related to this Agreement or the services provided by TTN shall be litigated in the Superior Court of the County of San Mateo. The Parties agree that The Superior Court of the County of San Mateo has jurisdiction over the Parties and is an appropriate venue to adjudicate any such disputes or claims.

Signature of Clients:

Name and Signature

Date

Name and Signature

Date