



Lake Washington Tutoring Terms and Conditions

These terms and conditions create a contract between you and Lake Washington Tutoring (the "Agreement"). Please read the Agreement carefully. By scheduling or using any of our services, you have agreed to Lake Washington Tutoring's Terms and Conditions. Please check the box below to confirm your understanding and acceptance of the Agreement.

1. **Payments and Billing:** Invoices are emailed by the 7th of the month following service. _____ ("Client") may pay either by credit card or electronic bank transfer through Lake Washington Tutoring's online bill pay system or via check sent to the PO Box. There is a link to access this system in the Client's digital invoice. If Client wishes to dispute any charges, disputes must be made in writing and delivered to Lake Washington Tutoring within seven days of the charges. Invoices are due on the 15th of the month. If the 15th of the month falls on a weekend or holiday, the Client understands that the payment will be due on the next business day. A credit card fee of 3% will be applied to all invoices. If the Client pays by electronic bank transfer or check, this fee will be waived. Persons who became a Client of Lake Washington Tutoring after January 1, 2017 may either pay by credit card or electronic bank transfer through our online bill pay system. Payment by check is not an option for Clients who joined after January 1, 2017.

2. **Failure to pay:** If the invoice remains unpaid on the 16th of the month, the invoice is then considered past due. A \$25 late fee will be added to any invoice that is past due. On the 16th, the card on file will be charged for the amount due for services rendered plus the late fee of \$25. If there is no card on file or the card on file is invalid or not billable for any reason, the \$25 fee will be added to the Client's invoice on the last day of that calendar month and 16th of every month that an invoice is past due. If the 15th of the month falls on a weekend or holiday, the Client understands that the payment will be due on the next business day and late fees will be applied the following business day. If your bill goes unpaid for 60 days, then your tutoring services will be suspended indefinitely on the 61st day and you will continue accruing late fees until your bill is paid.

3. **Cancellation Policy:** If the Client needs to cancel scheduled services for any reason, they must do so through the online system at least 24 hours in advance. If scheduled services are not appropriately canceled, if the student arrives late to a scheduled appointment or ends a session early, the Client will be billed for the amount of time scheduled. Appointments cancelled less than 24 hours in advance by the Client will only be granted a full refund in cases of a true emergency, subject to approval. If the tutor is running late, the tutor will stay for the full scheduled duration of the session or make up the time in the next session.

4. **Grades and Scores:** Client shall indemnify and hold Lake Washington Tutoring harmless for any resulting test scores or grades that do not satisfy the Client's expectations. Lake Washington Tutoring and its staff cannot and does not guarantee any specific threshold or degree of improvement on test scores or grades by the student because academic improvement (including metrics such as test scores and grades) are directly connected to the amount of study, effort applied, and time invested by the individual student.

5. **Termination:** It is expected that the Client and Lake Washington Tutoring staff will always be courteous and respectful toward one another. Lake Washington Tutoring and Client reserve the right in their respective sole discretion to terminate this contract at any time for any reason.



6. **Tutor/Client Safety:** Client agrees that an adult will always be present in the home during all tutoring sessions and that tutoring will take place in a common area of the home, not in a bedroom or in a room with a closed door.

7. **Authorization for School Contact:** Client gives Lake Washington Tutoring permission to contact the student's school and/or teachers to notify them that tutoring services are being provided to the student.

8. **Liability:** Client agrees to indemnify and hold Lake Washington Tutoring, its owners, employees and independent contractors harmless for any and all legal liabilities that occur as a result of rendering services or as a result of their actions or words.

9. **Authorization for Medical Treatment:** It is understood that the designated tutor on duty will attempt to contact a parent or guardian of a minor, if possible, prior to arranging for transporting the minor to a physician or medical facility for emergency medical treatment. If the designated tutor on duty is present during an emergency in which the parent or guardian is not immediately available, the tutor is authorized to call 911 as soon as possible. The undersigned grants permission to any licensed physician and/or medical facility to render emergency medical care to said participant(s) and consents to such treatment.

10. **Non-solicitation:** During the period in which Lake Washington Tutoring and its associated staff was hired and for a period of 2 years after, the Client may not:

1. canvass or solicit the business of (or procure or assist in the canvassing or soliciting of) any employee, contractor, or owner of Lake Washington Tutoring who is known to the Client because of his/her association with Lake Washington Tutoring without written consent.
2. accept (or procure the acceptance of) services from an employee, contractor, or owner of the Company known to the Employee because of his/her association with the Company for purposes of competing with the Company. However, the Company may consent to this competition in writing.

The Client hereby grants Lake Washington Tutoring the right to take steps that Lake Washington Tutoring believes are reasonably necessary or appropriate to enforce compliance with any part of this Agreement.

By checking this box, the Client agrees to Lake Washington Tutorings Terms and Conditions that are listed above.