

# TUTORING AGREEMENT

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This Tutoring Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[TUTOR LEGAL NAME], [an individual residing at / a STATE ENTITY TYPE with its principal place of business at] [TUTOR ADDRESS] ("**Tutor**"); and

[CLIENT LEGAL NAME], [an individual / parent or legal guardian] residing at [CLIENT ADDRESS] ("**Client**"), on behalf of [STUDENT NAME] (the "**Student**").

Tutor and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to engage Tutor to provide academic tutoring services to the Student in the subjects described below, and Tutor wishes to provide those services, on the terms of this Agreement. This Agreement sets out the scope of the tutoring, scheduling and rates, cancellation rules, and the responsibilities of each Party. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Services and Subjects

**1.1 Tutoring services.** Tutor will provide academic tutoring (the "**Services**") to the Student in the following subject(s): [LIST SUBJECTS / COURSES, e.g. Algebra II, SAT Math, AP Biology]. Tutor will perform the Services with reasonable skill and care consistent with generally accepted tutoring practice.

**1.2 Goals.** The Parties intend the Services to support the Student's learning goals, which include: [DESCRIBE, e.g. improving course grades, preparing for a specific exam, building foundational skills]. The Parties acknowledge these are goals, not guaranteed outcomes (see Section 6).

**1.3 Format.** Sessions will be conducted [IN PERSON at [LOCATION] / ONLINE via [PLATFORM] / a combination]. The Parties will agree in advance on the location or platform for each session.

**1.4 Session length.** Each session is [NUMBER] minutes unless the Parties agree otherwise in writing for a particular session.

**1.5 Materials.** Tutor will provide [describe, e.g. practice problems and worksheets]. Client is responsible for ensuring the Student has [required textbooks, a device and internet connection for online sessions, a quiet study space].

## 2. Scheduling and Attendance

**2.1 Schedule.** The Parties will schedule sessions on a [recurring weekly schedule of [DAYS/TIMES] / session-by-session] basis. The initial schedule is: [SCHEDULE].

**2.2 Changes to schedule.** Either Party may request a change to a scheduled session. The Parties will use reasonable efforts to find a mutually convenient alternative time, subject to the cancellation rules in Section 3.

**2.3 Punctuality.** If the Student is late, the session will still end at the scheduled time, and the full session fee applies. If Tutor is late, Tutor will either extend the session by the equivalent time or credit the Client for the time missed, at Client's choice.

**2.4 Student conduct and supervision.** Client is responsible for the Student's conduct during sessions. For in-person sessions involving a minor, Client will ensure appropriate supervision arrangements consistent with Client's preferences and applicable law.

### 3. Cancellation and No-Shows

**3.1 Notice of cancellation.** To cancel or reschedule a session without charge, the cancelling Party must give at least **[NUMBER, e.g. 24]** hours' notice by **[email / text / phone]**.

**3.2 Late cancellation.** A session cancelled with less than the required notice is charged at **[FULL / HALF]** the session rate, except where the cancellation is due to illness, emergency, or other circumstances the Parties reasonably agree to excuse.

**3.3 No-show.** If the Student does not attend a scheduled session without notice, the full session fee applies.

**3.4 Tutor cancellation.** If Tutor cancels a session, Tutor will offer a make-up session at no additional charge or, at Client's option, credit or refund the fee for that session.

**3.5 Inclement weather or technical issues.** If a session cannot proceed because of weather, power loss, or a technical failure outside either Party's control, the Parties will reschedule the session without charge.

### 4. Fees and Payment

**4.1 Rate.** Client will pay Tutor **[AMOUNT]** per **[session / hour]** for the Services, or as stated in any package described in Section 4.2. Fees are stated in **[CURRENCY]** and exclude applicable taxes.

**4.2 Packages.** If the Parties agree to a prepaid package (for example, **[NUMBER]** sessions for **[AMOUNT]**), the package terms, including expiration and whether unused sessions are refundable, are: **[DESCRIBE]**.

**4.3 Invoicing and payment.** Tutor will invoice Client **[per session / weekly / monthly]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 7]** days of the invoice date by **[PAYMENT METHOD]**.

**4.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Tutor may suspend Services if an undisputed invoice remains unpaid past its due date.

**4.5 Expenses.** Client will reimburse Tutor for pre-approved, documented expenses such as **[travel beyond [DISTANCE], specialized materials]**.

### 5. Confidentiality and Student Records

**5.1 Confidential treatment.** Tutor will keep confidential the Student's academic performance, personal information, and any records Client shares, and will use them only to provide the Services.

**5.2 Student privacy.** Tutor will handle the Student's information consistent with applicable privacy laws and will not disclose it to third parties without Client's consent, except as required by law.

**5.3 Communication with school.** Tutor will communicate with the Student's school, teachers, or other providers only with Client's prior authorization.

**5.4 Recordings.** Neither Party will record a session without the other's prior consent. Any recording is used only for the Student's learning and is subject to this Section.

## 6. No Guarantee of Results

**6.1 Educational outcomes.** Academic improvement depends on many factors outside Tutor's control, including the Student's effort, attendance, and aptitude. Tutor does not guarantee any specific grade, test score, admission, or other outcome.

**6.2 Best efforts.** Tutor will apply professional skill and reasonable effort to help the Student progress toward the goals in Section 1.2, but the absence of a particular result is not a breach of this Agreement.

**6.3 Honesty and academic integrity.** Tutor will not complete the Student's graded assignments, take-home tests, or examinations on the Student's behalf, and will support the Student's work consistent with the academic-integrity rules of the Student's institution.

## 7. Health, Safety, and Liability

**7.1 In-person sessions.** For in-person sessions, each Party will maintain a safe environment. Client is responsible for the safety and supervision of the Student before and after each session and during any breaks.

**7.2 Limitation of liability.** Except for liability that cannot be limited under applicable law, Tutor's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client in the **[NUMBER, e.g. 3]** months before the event giving rise to the claim. Neither Party is liable for indirect, incidental, special, or consequential damages.

**7.3 No medical or psychological services.** Tutor provides academic tutoring only and does not provide medical, psychological, or special-education diagnostic services. Client should consult appropriate licensed professionals for those needs.

## 8. Term and Termination

**8.1 Term.** This Agreement begins on the Effective Date and continues until terminated under this Section.

**8.2 Termination for convenience.** Either Party may terminate this Agreement on **[NUMBER, e.g. 7]** days' written notice.

**8.3 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 5]** days after notice.

**8.4 Effect of termination.** On termination, Client will pay for all Services performed and non-refundable amounts through the effective date. Tutor will refund any prepaid amounts for sessions not yet provided, except non-refundable package amounts disclosed under Section 4.2.

**8.5 Survival.** Sections 4 (for amounts accrued), 5, 6, 7, and 9 survive termination.

## 9. General Provisions

**9.1 Independent contractor.** Tutor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

**9.2 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent; the Services are personal to Tutor.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

| TUTOR                | CLIENT / GUARDIAN              |
|----------------------|--------------------------------|
| Signature: _____     | Signature: _____               |
| Printed name: [NAME] | Printed name: [NAME]           |
| Title: [TITLE / N/A] | Title: [Parent/Guardian / N/A] |
| Date: _____          | Date: _____                    |

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