

TUTORING CENTER ENROLLMENT AGREEMENT

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

[CENTER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] operating a learning center at [CENTER ADDRESS] ("Center," "we," or "us"); and

[PARENT/GUARDIAN OR ADULT STUDENT NAME], residing at [ADDRESS] ("Enrolling Party" or "you"), enrolling the student identified below.

The Center and the Enrolling Party are each a "**Party**" and together the "**Parties**." The individual receiving instruction is the "**Student**": [STUDENT NAME], date of birth [DOB], grade level [GRADE].

Recitals. The Center operates a supplemental education and tutoring program. The Enrolling Party wishes to enroll the Student in that program, and the Center agrees to provide instructional services, on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Enrollment and Program

1.1 Program enrolled. The Center enrolls the Student in the [PROGRAM NAME, e.g. reading, math, test-prep] program (the "**Program**"), beginning [START DATE] and continuing as described in Section 5.

1.2 Session format. Instruction will be delivered [IN-PERSON AT THE CENTER / ONLINE / HYBRID] in sessions of approximately [NUMBER] minutes each, [NUMBER] session(s) per week, at the days and times set in the enrollment schedule the Parties agree to and may update from time to time in writing.

1.3 Instructional approach. The Center will conduct an initial assessment, develop a learning plan tailored to the Student's needs, and provide instruction using its curriculum and qualified instructors. The Center does not guarantee any particular grade, score, or academic outcome, which depend on factors beyond the Center's control, including the Student's effort and attendance.

1.4 Class size. Instruction will be delivered [ONE-ON-ONE / IN SMALL GROUPS OF UP TO [NUMBER] STUDENTS]. The Center may adjust grouping to match the Student's level and the Program design.

2. Tuition and Fees

2.1 Tuition. The Enrolling Party will pay tuition of [\$AMOUNT] per [SESSION / WEEK / MONTH], plus a one-time, non-refundable enrollment and assessment fee of [\$AMOUNT].

2.2 Materials. Curriculum materials and supplies are [INCLUDED IN TUITION / BILLED SEPARATELY AT [\$AMOUNT]]. Materials provided remain the property of the Center unless designated as the Student's to keep.

2.3 Billing and payment. Tuition is billed [MONTHLY IN ADVANCE / PER TERM] and is due on the [DAY] of each billing cycle. The Enrolling Party authorizes the Center to charge the payment method on file on each due

date.

2.4 Late and returned payments. Tuition unpaid by [NUMBER] days after its due date accrues a late fee of [DOLLAR AMOUNT OR %], to the extent permitted by applicable law. A returned or declined payment incurs a fee of [DOLLAR AMOUNT]. The Center may suspend instruction while an account is past due.

2.5 No refund for missed sessions. Except as provided in Section 3, tuition is earned when a scheduled session is reserved and is not refundable for sessions the Student does not attend, subject to any non-waivable consumer protections under applicable local law.

3. Attendance, Cancellations, and Make-Ups

3.1 Attendance. Regular attendance is essential to the Program. The Enrolling Party is responsible for the Student's timely arrival and pickup.

3.2 Student cancellations. To cancel a session without forfeiting it, the Enrolling Party must notify the Center at least [NUMBER, e.g. 24] hours in advance. Timely-cancelled sessions may be rescheduled as a make-up within [NUMBER] days, subject to availability.

3.3 No-shows and late cancellations. A session missed without timely notice is forfeited and charged in full. The Center is not obligated to offer a make-up for a no-show or late cancellation.

3.4 Center cancellations. If the Center cancels a session (for instructor absence, weather, facility closure, or otherwise), it will offer a make-up session or a credit toward future tuition.

3.5 Make-up limits. Make-up sessions must be used while enrollment is active and do not carry over after the Student withdraws or the Program ends, except as required by applicable law.

4. Parent and Student Responsibilities

4.1 Supervision and conduct. The Enrolling Party will ensure the Student behaves respectfully toward instructors, staff, and other students and follows the Center's posted rules. The Center may remove a Student from a session for disruptive or unsafe behavior without refund for that session.

4.2 Health and supervision. The Enrolling Party will keep an ill or contagious Student home and will disclose any medical condition, allergy, or accommodation need relevant to the Student's participation and safety.

4.3 Drop-off and pickup. For in-person Programs, the Enrolling Party will drop off and collect the Student at the scheduled times. The Center's supervision of the Student is limited to the scheduled session and reasonable transition time and does not extend to before or after that window unless separately arranged.

4.4 Home support. The Enrolling Party agrees to support assigned practice work and to maintain communication with the Center regarding the Student's progress.

5. Term, Withdrawal, and Termination

5.1 Term. This Agreement begins on the Effective Date and continues for the enrolled term of [NUMBER MONTHS / UNTIL [END DATE] / MONTH-TO-MONTH] and renews automatically for successive [PERIOD] terms unless either Party gives notice of non-renewal under Section 5.2.

5.2 Withdrawal by Enrolling Party. The Enrolling Party may withdraw the Student on [NUMBER, e.g. 30] days' written notice. Tuition is prorated through the end of the notice period; the enrollment and assessment fee is non-refundable.

5.3 Termination by Center. The Center may terminate enrollment on written notice for non-payment, repeated disruptive conduct, or if it determines in good faith that it cannot effectively serve the Student's needs. The Center will refund any prepaid, unearned tuition.

5.4 Effect of termination. On termination, the Enrolling Party will pay all amounts earned through the effective date, and the Center will return any of the Student's personal property and provide a summary of progress on request.

6. Media, Privacy, and Records

6.1 Education records. The Center will keep the Student's assessment results and progress records confidential and will share them only with the Enrolling Party or as authorized in writing, except as required by law.

6.2 Media consent. The Enrolling Party **[GRANTS / DOES NOT GRANT]** the Center permission to photograph or record the Student for internal instructional use and **[GRANTS / DOES NOT GRANT]** permission for promotional use. Consent may be withdrawn in writing at any time on a going-forward basis.

6.3 Communications. The Enrolling Party consents to receive scheduling, billing, and progress communications from the Center by phone, email, or text at the contact details provided.

7. Liability and General Provisions

7.1 Assumption of ordinary risk and release. The Enrolling Party understands that participation in any program involves ordinary risks. To the fullest extent permitted by applicable law, the Enrolling Party releases the Center from liability for ordinary risks of participation, but this release does not waive liability for the Center's gross negligence, willful misconduct, or any liability that cannot be waived by law.

7.2 Limitation of liability. To the fullest extent permitted by applicable law, the Center's total liability arising out of this Agreement will not exceed the tuition paid by the Enrolling Party in the **[NUMBER, e.g. 3]** months before the event giving rise to the claim. Neither Party is liable for indirect or consequential damages.

7.3 Indemnification. The Enrolling Party will indemnify the Center against claims arising from the Student's conduct or the Enrolling Party's breach of this Agreement, except to the extent caused by the Center's negligence or misconduct.

7.4 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 courts located in **[COUNTY, STATE]**.

7.5 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.

7.6 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.

7.7 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.

TUTORING CENTER

**ENROLLING PARTY (PARENT/GUARDIAN OR
ADULT STUDENT)**

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[N/A]**

Date: _____

Date: _____

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