

ABOVE THE MARK LEARNING, LLC
LEARNING SERVICES AGREEMENT

1. Parties: the parties to this agreement are as follows:

(a) Above the Mark Learning, LLC shall be the "Tutor" under this agreement-

(b) _____ shall be the "Client" for purposes of this agreement. By your signature, the Client, you acknowledge that you are a parent, legal guardian, or are authorized by law to direct the educational needs of the student;

(c) _____ shall be the "Student" for purposes of this agreement.

2. Service Fee(s): The fee for our services under this agreement shall be _____ per session provided. Fees may change by publication via our website or in agreement between client and tutor. A session for purposes of this agreement is _____ minutes in duration.

3. Scheduling: the initial session, and any session thereafter, shall occur at a date, time, and/or location designated by the Client via our website. We do our best to accommodate your requests provided the following:

(a) Any scheduling request not paid for may be rejected

(b) The tutor must be notified 24 hours prior to the date requested;

(c) Prior to the initial session, Above the Mark Learning may require advance payment of the fee(s) for a minimum of four (4) sessions prior to acceptance of a scheduling request for any one (1) session; And, (d) We may require your return of a signed copy of this agreement prior to acceptance of a scheduling request for any one (1) session.

4. Payment: payment of service fees is due in-advance, prior to any one (1) session and Client may remit payment via our website. By executing the attached Reoccurring Payments Authorization Form, you authorize Above the Mark Learning to request payment from your bank or other financial institution on a recurring basis.

5. Timely cancellations are fully refundable. Failure to provide timely notice, however, may result in forfeiture of the fee for that session.

6. Tutoring Guidelines:

(a) Adult Presence Required: For any in-home instruction, an adult shall be continuously present throughout the duration of instruction;

(b) Materials: throughout each session the Student shall have reasonable access to a computer or laptop and internet, writing materials such as paper, pens and/or pencils, and any materials with which the Tutor's assistance has been requested. Any computer or

laptop shall be equipped with software recommend by Tutor for instruction - virtual or remote; a scanner may be recommended.

(c) Quiet Work Environment

(d) Student Behavior: Student is expected to be cooperative throughout tutoring sessions. Tutor maintains the right to terminate any session during which student is noncompliant. The fee for such an occurrence is not refundable.

7. Parents, or designated adults are responsible for student behavior and not Above the Mark Learning.

8. Disclaimer of Warranties: by signing this agreement, you acknowledge that Student progress or success in a particular course of study is dependent on numerous factors including, but not limited to the Student's best efforts and desire to learn. We CANNOT GUARANTEE an improvement in Student marks, grades, or other indication(s) of performance.

9. Termination: You (or Above the Mark) may terminate this agreement at any time by seven (7) days prior written notice (email). Upon proper notice of termination, any refund for unused hours will first be determined under our Cancellation and Refund policy (Paragraph 5). Any unused hours that remain thereafter will be fully refunded.

10. Miscellaneous:
Any changes to this agreement must be made in writing.

BY SIGNING THIS AGREEMENT AS THE CLIENT, YOU HAVE READ AND UNDERSTOOD ITS TERMS AND AGREE TO THEM AS OF THE DATE

Tutor

Client

[Print Name]

[Print Name]

As agent of Above the Mark Learning, LLC

[Signature]

[Signature]

[Print Name]

[Signature]