

ACADEMIC TRAINERS SERVICES AGREEMENT

Client Name: _____ **Name of Student(s):** _____

Initial Number of Hours Purchased _____ **Hourly Price for Initial Hours: \$** _____ **per Hour**

This Agreement confirms all of the terms whereby Academic Trainers, LLC, a California limited liability company ("Company"), and the undersigned ("Client") contract for the performance of certain tutoring and/or homework assistance services (the "Services") for each Student(s) identified above.

1. Client acknowledges that the initial Hours purchased shall be held for the account of client and debited in accordance with this Agreement. Additional Hours may be purchased in advance and in bulk at the rates described in the Company's fee schedule then in effect ("Fee Schedule"). Client acknowledges that Fee Schedule may be changed by the Company from time-to-time.

2. Client acknowledges that all charges for the Services must be prepaid and that a valid credit card is required to be on file at all times with the Company for the performance of any Services. In the event that Client or Student(s) request additional Services without prepaid Hours on account, Client authorizes the Company to charge Client's credit card for such additional Services in accordance with the Fee Schedule then in effect. In addition, certain Services will incur additional or alternate charges as set forth in the Fee Schedule and such Services will be charged against Client's account.

3. Appointments must be cancelled twenty-four (24) hours prior to start of the session or full charges will apply. Saturday and Sunday appointments must be cancelled by 8:00pm THURSDAY.

4. Client acknowledges that all Hours must be used with the semester in which they are purchased. Unused Hours expire and do not carry forward. Semesters are September 1 through December 20, January 1 through June 15, June 15 through August 30.

5. The Company does not issue credits or refunds for any reason.

6. Hours may only be used for the Student(s) identified in this Agreement and may not be sold, assigned or otherwise transferred.

7. The Company reserves the right to immediately terminate the Services in the event any Student is unreasonably disruptive to the Company's business or poses a threat to the safety of other children at the Company's office.

8. CLIENT ACKNOWLEDGES THAT, BY UTILIZING IN THE SERVICES, THE STUDENT(S) MAY BE EXPOSED TO COMMUNICABLE DISEASES, FOOD OR OTHER ITEMS TO WHICH THE CHILD MAY BE ALLERGIC, MINOR ACCIDENTS AND OTHER CIRCUMSTANCES WHICH ARE BEYOND THE REASONABLE CONTROL OF THE COMPANY, SOME OF WHICH MAY CAUSE PROPERTY DAMAGE, BODILY INJURY OR DEATH. CLIENT THEREFORE AGREES, ON BEHALF OF HIM/HERSELF, THE STUDENT(S), THE STUDENT(S)' OTHER LEGAL GUARDIANS AND CUSTODIANS AND EACH OF THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS (COLLECTIVELY, THE "CLIENT PARTIES"), WITH FULL KNOWLEDGE AND AWARENESS OF THE FOREGOING RISKS, TO ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICES EXCEPT FOR RISKS ARISING FROM THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COMPANY. MOREOVER, UNLESS CAUSED BY THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COMPANY, CLIENT, ON BEHALF OF HIM/HERSELF AND EACH CLIENT PARTY, AGREES TO RELEASE, DISCHARGE AND HOLD THE COMPANY, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, MANAGING MEMBERS (IN THEIR RESPECTIVE CAPACITIES AS MANAGING MEMBERS OR IN ANY OTHER CAPACITY), ITS AFFILIATES AND ITS EMPLOYEES (COLLECTIVELY THE "COMPANY PARTIES") HARMLESS FROM AND AGAINST ANY CAUSES OF ACTION, CLAIMS, LIABILITIES, DAMAGES (INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE), COSTS AND EXPENSES (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE SERVICES, (II) ANY CAUSE (INCLUDING, WITHOUT LIMITATION, PREEXISTING MEDICAL CONDITIONS) BEYOND THE REASONABLE CONTROL OF THE COMPANY AND (III) BREACH BY CLIENT OF THE REPRESENTATIONS SET FORTH IN SECTION 9 BELOW OR THE COMPANY'S RULES AND REGULATIONS.

9. CLIENT REPRESENTS AND WARRANTS THAT (I) CLIENT IS THE LEGAL GUARDIAN OF THE STUDENT(S) AND (II) CLIENT IS NOT AWARE OF ANY ALLERGY OR PREEXISTING MEDICAL CONDITION WHICH SHOULD REASONABLY AFFECT THE COMPANY'S PERFORMANCE OF THE SERVICES AND WHICH, IF KNOWN TO THE COMPANY, WOULD AFFORD THE COMPANY THE OPPORTUNITY TO TAKE PREVENTATIVE MEASURES TO PREVENT HARM TO THE STUDENT(S). CLIENT FURTHER AGREES TO DEFEND, PROTECT, INDEMNIFY (INCLUDING PAYMENT OF REASONABLE ATTORNEY FEES) AND HOLD THE COMPANY PARTIES (INDIVIDUALLY OR COLLECTIVELY) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO (I) CLIENT'S BREACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 9 OR THE COMPANY'S RULES AND REGULATIONS OR (II) ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE STUDENT(S) THAT IS BEYOND THE REASONABLE CONTROL OF THE COMPANY.

10. Client will not under any circumstance directly hire an active employee of the Company, now or at any date in the future, without the prior written consent of the Company, which may be withheld in the Company's sole and absolute discretion. Client acknowledges that Client's breach of this Section 10 will cause harm to the Company that is impossible or impractical to approximate as of the date of this Agreement; however, the parties agree that (i) a reasonable estimation of the damage to the Company is 25% of the compensation paid the employee based on a yearly estimation and (ii) the Company shall be entitled to such fee in the event of the Client's breach of its obligations under this Agreement. Client acknowledges that the foregoing fee is reasonable and is not a penalty or forfeiture but instead is the parties' best estimation of the harm that the Company will suffer in the event Company must replace such employee.

11. This agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all previous oral or written discussions, representations or agreements, and can only be modified in writing, signed by both parties. The laws in the State of California shall govern it. The parties' rights and obligations under Sections 8, 9 and 10 shall survive the expiration, cancellation or earlier termination of the Agreement. If any portion of this Agreement is found to be unenforceable, the balance shall remain enforceable.

CLIENT'S SIGNATURE CONFIRMS THAT CLIENT HAS READ THIS AGREEMENT THOROUGHLY HAS HAD SUFFICIENT OPPORTUNITY TO SEEK LEGAL COUNSEL IF DESIRED, AND THEREFORE CLEARLY UNDERSTANDS AND AGREES TO ALL THE TERMS AND CONDITIONS.

Client Signature

Print Name

Date