

## CLIENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between \_\_\_\_\_, hereinafter called the Client, and Magnificent Minds Learning Center, LLC a tutoring company operating in the state of Maryland as a limited liability company with the mailing address of 14660 Fleetwood Drive, Nokesville Virginia 20181, hereinafter called MMLC.

The student's name that will be receiving the tutoring services: \_\_\_\_\_

The parties agree as follows:

### 1. Client's Obligations

The client agrees to pay MMLC in advance for the following service(s) (Please check all that are applicable).

- One on One tutoring, 1 hour per week: \$200 per month
  - One on One tutoring, 2 hours per week: \$375 per month
  - Small Group Tutoring, 1 hour per week: \$130 per month
  - Small Group Tutoring, 2 hour per week: \$250 per month
  - Single Subject Assessment: \$115 (payment in full before assessment)
  - Multiple Subject Assessments: \$150 (payment in full before assessment)
  - School Meetings: \$45 per meeting
  - Special Consultations: \$50/hour
  - Other: details will be spelled out in the following space below
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Please note that all federal holidays will be observed. If the student's scheduled session falls on one of those days, MMLC is not obliged to provide a makeup session nor provide a refund.

All prices above are subject to change but are in effect until another contract is executed between the two parties. MMLC's intent is to keep our prices very competitive and stable for as long as possible. However adjustments will be made based on financial and economic conditions. Execution of this contract locks in the above price until changes to the prices are made and mutually agreed to resulting in a new contract. Either party can null and void this contract at any time. If MMLC voids the contract and the client has paid in advance, a refund will be given based on services already rendered. If the client voids this contract, then no refund will be given for the current month of service. If the client paid more than the current month in advance, those months will be totally refunded. Both parties shall notify the other in writing or by email at least 10 business days in advance of intention to null and void this contract. This would include a notification by MMLC that a price change will be occurring. At that point, MMLC would null and void the current contract, and offer the latest updated contract to the client in advance to preserve continuity of service for the student if so desired by the client.

Payments accepted: cash, check, or PayPal. Payments must be received **no later than the 7<sup>th</sup> day of the month** in which service is provided. If payment is not received by that time, the student will not be allowed to enter the facility until payment is rendered in full and there will be a 5% late fee assessed. If total payment including late fee is not rendered by the end of the month, MMLC will engage the services of a collection agency.

If making payment via check, and the check is rejected by the bank, the client will:

- Pay the total amount due, plus a \$30 service fee.
- The total amount due must be paid with 7 days of notification by MMLC.
- If payment is not received within those 7 days, then the student will not be allowed access to the MMLC facility and the late fee will be assessed.
- If total payment is still delinquent by month's end, MMLC will engage the services of a collection agency.

If making payment via PayPal, a 3% additional transaction fee will be added to the cost of the service(s) provided.

Other than cancellation of contract by MMLC as stated above, there are no refunds allowed, unless the MMLC facility is closed for the client's scheduled day of service and a makeup session could not be scheduled. Closure does not include the federal holidays.

The Client shall notify MMLC if they are having issues or concerns with the assigned tutor. MMLC will make every effort to correct any deficiencies or perceived problems as customer satisfaction is our highest goal.

## **2. MMLC OBLIGATIONS.**

MMLC shall provide qualified tutors for all courses to be conducted at MMLC's office for the times agreed to in section 1. Group class sizes shall be limited to no more than 5 students, unless a special course is being offered. In the event of a special course, or the need for a larger class size, all clients will be provided the details of cost and scheduling at least one week in advance and a new contract will be made available for the client's consideration.

MMLC reserves the right to cancel any courses in advance of their start date especially if the minimum number of students is not attained. In the case of cancellation of a full course, 100% of the client's payment will be refunded within one month of that course's planned start date. MMLC also has at its discretion the option to make up a cancelled session. Sessions may be cancelled for inclement weather, employee illness, or other similar causes. In the case of employee illness, MMLC reserves the right to provide another equally qualified tutor for that scheduled session.

## **3. FORCE MAJEURE.**

A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and

- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

#### 4. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of Maryland govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in St Mary's County, Maryland.

#### 5. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties

#### 6. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 6, it is void.

#### 7. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

#### 8. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

## 9. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section 11 to a party at the following addresses:

If to the CLIENT:

*Mailing Address:* \_\_\_\_\_

*City, State Zip Code:* \_\_\_\_\_

*Email Address:* \_\_\_\_\_

If to MMLC:

Lenae King/ Director

22325 Greenview Parkway, Unit 1B

Great Mills, Maryland, 20634

Fax Number: (240) 237-8046

Email Address: [tutor@magnificentminds.org](mailto:tutor@magnificentminds.org)

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

## 10. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

## 11. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

## **12. HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

## **13. EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

## **14. NECESSARY ACTS; FURTHER ASSURANCES.**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

*Prices are valid until the first month of the following school year.*

**CLIENT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:

**MMLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lenae King or Tim Franey  
Title: Director or President