

Private Educational Consulting Agreement

State of Oregon

Educational Mindset LLC

This private Educational Consulting Agreement, here in after referred as Agreement, is entered into and made effective as of the date set forth at the end of this document by and between the following parties having a primary address at the following

Physical Address of Parent/ Legal Guardian:

Physical Address of Mutually Agreed Location:

*if in-person

*otherwise services will be provided online

Parent/ Legal Guardian Email:

Consultant Email:

Classroom Teacher Email:

Permission is granted to contact the minor child's classroom teacher about said student to open up a line of communication for the term of this Agreement.

Parent/Legal Guardian will be contracting in this Agreement for Educational Consulting Services for the following minor child.

Name of Minor Child:

Minor and Parent/Legal Guardian will be collectively referred to throughout this Agreement as client, but it will be understood that all references to client shall be taken to refer to the parent/legal guardians contractual representation of the minor.

Definitions as Used in This Agreement

Educational Consulting Services shall be used to refer to the following specific Educational Consulting Services that the consultant will provide to the client under the terms and conditions set forth herein.

Schedule

Commencement date shall be used to refer to the date the Educational Consultant begins the consulting services. The commencement date shall be:

Date to begin consultation(s):

Completion date shall be used to refer to the date that the Educational Consultant will complete or sees the provision of Educational Consulting Services to the client. The completion date will be:

Date to end consultation(s):

Fees shall be used to refer to the payment client will pay the Educational Consultant for the rendering of the services. Specifically the Fees shall be as follows:

Service Fees: \$ _____

Agreement

Subject to the terms and conditions of this Agreement, the Educational Consultant hereby agrees to render the Educational Consulting Services to the client, beginning on the Commencement Day and ending on the Completion Date at the location described below and client agrees to pay the Educational Consultant the Fees required for the Educational Consulting Services.

Location

The Educational Consultant will render the Educational Consulting Services at the following location:

Physical Address:

Online:

Schedule

The schedule is as follows for the Educational Consulting Services:

One time

Reoccurring

Fees

A client agrees to pay the Educational Consultant the required Fees, as outlined elsewhere in this Agreement, for the provision of the Educational Consulting Services, subject to the following terms and conditions:

Invoice Interval: the Educational Consultant will be entitled to invoice the client for the following time period:

- One time
- Weekly
- Seasonal package
- Yearly
- Deposit
- Full Payment

Invoice

The client shall have the following time period In which to pay the Educational Consultant invoice:

Method of Payment

The method of payment will be the following

In the amount of \$ _____

- One-time
- Weekly
- Monthly
- Package
- Yearly
- Deposit
- Full Payment

Penalties

If the client does not pay the invoice and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Educational Consultant shall be entitled to:

Charge a late fee as follows \$_____.

Require Client to pay for the Educational Consulting Services or any remaining part of the educational services in advance.

Cease performance of the Educational Consulting Services completely or until payment is made at the sole and exclusive discretion of the Educational Consultant.

Tax statement, any and all charges payable under this Agreement, or exclusive of taxes surcharges, or any other amounts to see us by state, or federal government's taxes imposed upon or required to be paid by client or Educational Consultant shall be the sole and exclusive responsibility of each respectively.

Cancellation Policy

Cancellations by Educational Consultant: Educational Consultant may cancel sessions with Client if conflicts arise. If Educational Consultant cancels after payment has been made payment will be applied to a future session. Rescheduling shall be done at a time agreeable to both the Educational Consultant and the client if such rescheduling is not possible, the client will be refunded the full amount.

Cancellations by client shall be permitted to cancel sessions prior to 24 hours before the scheduled session of client if the Client cancels less than 24 hours prior any payment made for that session as forfeited.

Late Arrivals

Clients' late arrival to any session will not toll the time for the session; in other words client is expected to be on time to each session or forfeit the amount of late arrival- no adjustment shall be made on Fees for time lost because of late arrival by client.

Consultant late arrival: if the Educational Consultant is late the consultant will extend a session by mutual Agreement.

Intellectual Property

Any intellectual property provided to the client by the consultant provided or are shown to the client in any way shall belong to the Educational Consultant. Permission must be granted before any or all reproductions are made or used after the sessions have ended.

Obligations

The Educational Consultant agrees to be fully prepared for each session by reviewing any material prior provided by the client Educational Consultant shall keep all client information confidential unless permission has been granted.

Client agrees to undertake the work the Educational Consultant identifies as well as to actively participate in each session and engage in safe, kind and responsible behavior. The Educational Consultant reserves they right to end a session due to unsafe, unkind, or irresponsible behavior. No refund of the session will be given.

Educational Consultant does not offer any promises or guarantees with court or client with regard to the Educational Consulting Services client hereby acknowledges and agrees.

Client is solely and exclusively responsible for the choices that the client makes with regard to the educational services or any changes to the client's academic, education, business or life.

Client is solely responsible for any action or in action the client chooses to take.

Educational Consultant is not liable for any results or non-result of any consequences due to the clients participation or non-participation in Educational Consulting Services.

Limitation of Liability

Except in cases of death or personal injury caused by either parties negligence either parties liability in contract award or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the client to the Educational Consultant.

To the extent it is lawful neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any lost damage or cost of expenses of any nature whatsoever incurred or suffered by the other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill or other loss of turnover profits or business.

Indemnity

Client hereby agrees to indemnify the Educational Consultant against any and all damage liability and loss as well as legal Fees and costs incurred as a result of

the Educational Consulting Services rendered this Agreement or any transaction or matter connected with educational consulting services or the relationship between the client and the Educational Consultant. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law rendering a final judgment holds that the bad faith gross negligence or willful misconduct of the parties caused the damage liability or loss.

Termination

This Agreement may be terminated by either Party upon notice in writing.

If the other Party commits a material breach in any term of disagreement that is not capable of being remedied within 14 days or that should be remedied within 14 days after a written request and was not such as nonpayment or non-performance.

If the other Party becomes unable to perform: including a duty to pay or a duty to perform.

If this Agreement is terminated before the expiration of its natural term client hereby agrees to pay for all tutoring services rendered up to the date of termination.

Any termination of under this sub part show not affect the accrued rights or liabilities of either Party under the sacrament or outlaw and shall be without prejudice to any rights or remedies either Party may be entitled to any provision or some part of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by the sad part.

Relationship of the Parties

The parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to come to constitute a partnership joint venture agency relationship or otherwise between the parties and this Agreement is for the soul and express purpose of rendering of a specific Educational Consulting Services by the Educational Consultant to the client under the terms and conditions herein.

General Provisions

Governing law this Agreement shall be governed in all respects by the laws of the State of Oregon and any applicable federal law both parties consent to jurisdiction under the state and federal courts within the State of Oregon. The

parties agree the first choice of law then even jurisdiction provision is not permissive but rather mandatory in nature.

Language

English

Agreements

Assignments or rights granted hereunder may not be assigned sold least or other way transferred in a hole or by part to another Party.

Amendments this Agreement may be amended in writing signed by both parties.

No waiver: none of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written Agreement can constitute waiver of any of the terms as Agreement between the parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of the single remit shall not constitute waiver of such term or any other term

Force Majeure: Educational Consultant is not liable for any failure to perform due to circumstances out of reasonable control including but not limited to acts of God, acts of civil authorities, acts of military, acts of authorities, riots, embargoes, protests, acts of nature, pandemics, natural disasters and any other applications which may be due to unforeseen circumstances.

COVID-19 SAFETY INFORMATION:

While participating in "in person" educational sessions held or sponsored by Educational Mindset LLC., ("EM"), consistent with CDC guidelines, participants are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, EM has put in place preventative measures to reduce the spread of COVID-19. However, EM cannot guarantee that its student participants, parents, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in EM "in person" instruction. By attending an EM "in person" instruction, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants of "in person" instruction and others present, agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact EM at 971 277 3333 if he/she experiences symptoms of COVID-19 within 14 days after an "in person" visit.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation in "in person" visits with EM, and I willingly engage in "in person" visits with EM staff and personnel, (the "activity").

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE EDUCATION MINDSET LLC AND ITS EDUCATORS AND EDUCATIONAL ASSISTANTS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at an ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) Education Mindset (b) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Notices of Electronic Communications: they are permitted, as well as any notice to be given under this Agreement shall be in writing, and shall be sent by email and/or mail addressed to the relevant parties.

Notices sent above shall be deemed to have received three business days after the day of posting by the US Postal Service or email.

In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or the envelope containing the notices properly addressed and posted or that the applicable means of communication was addressed and dispatched. In case of electronic communication, dispatch of the transmission was confirmed and or acknowledged as the case may be.

Educational Consultant Name:

Educational Consultant Signature:

Date

Parent/Legal Guardian of Minor Name:

Parent/Legal Guardian of Minor Signature:

Date

All Rights Reserved Education Mindset LLC
Portland, Oregon, USA