**ETS Service Agreement**

This Service Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Tutor”of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the following parent:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Parent”)

In the Agreement, the part who is contracting to arrange the tutoring services shall be referred to as “Parent”, and the party who is providing the services shall be referred to as “Tutor”/

**1.DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Tutor will provide educational instruction to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The tutoring will take place at 5800 Bigger Road, Kettering, OH 45440. The schedule will be as deemed on the student registration form.

**2. PAYMENT FOR SERVICES.** The Parent will compensate the Tutor for the services provided via \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of $\_\_\_\_\_\_\_\_\_. This compensation shall be payable in a lump sum upon completions of Services rendered.

No other fees and/or expenses will be paid by the Tutor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Parent in writing.

**3. TERM/TERMINATION.** This Agreement shall terminate automatically on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

A regular, ongoing relationship of indefinite term is not contemplated. The Parent has no right to assign services to the Tutor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Tutor shall perform other services for the Parent, pursuant to the terms of this Agreement.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that the Tutor is an independent contractor with respect to the Parents, and not an employee of the Parents. The

Parents will not provide fringe benefits to the Tutor.

**5. INDEMNIFICATION.** The Tutor agrees to indemnify and hold harmless the Parent from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against the Parent that result from the acts or omission of the Tutor.

**6. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein (includes the “ETS Student Registration Form”) and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by both parties.

**7. WAIVER OF BREACH.** The waiver by the Parent of a breach of any provision of this Agreement by Tutor shall not operate or be constructed as a waiver of any subsequent breach by Tutor.

**8. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**9. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio.

**10. SIGNATORIES.** This Agreement shall be signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement is effective as of the date first above written.

TUTOR

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_