



## Tutoring Agreement 2026-2027 School Year and Summer

This Tutoring Services Agreement ("Agreement") is entered into as of the date of execution by and between SPS Tutor LLC ("Company," "Tutor," or "SPS Tutor LLC") and the undersigned Client.

For purposes of this Agreement, the term "Client" shall include the Student and the Parent/Guardian when the Student is under the age of eighteen (18).

### **PARTIES TO THE AGREEMENT**

#### **Tutor**

SPS Tutor LLC  
Owner: Ali Tozer  
Phone: (941) 412-7947  
Email: [atozer@spstutor.com](mailto:atozer@spstutor.com)  
Website: [www.spstutor.com](http://www.spstutor.com)

#### **Student Information**

Student Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

School Attending: \_\_\_\_\_

Grade Level: \_\_\_\_\_

Address: \_\_\_\_\_

Student Phone: \_\_\_\_\_

Student Email: \_\_\_\_\_

#### **Parent/Guardian Information**

Parent/Guardian Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## SCOPE OF SERVICES

SPS Tutor LLC provides academic tutoring, test preparation, educational consulting, homeschool instruction, private teaching services, educational advocacy, academic coaching, and related educational support services.

Services may be provided virtually, in person, in small groups, in workshops, or through other educational formats determined by SPS Tutor LLC.

Nothing contained within this Agreement guarantees any particular tutor assignment, testing outcome, grade increase, scholarship award, admission decision, academic result, or educational placement.

## INITIAL SESSION

The initial tutoring session may include:

- Academic assessment
- Review of student strengths and weaknesses
- Review of current coursework
- Scheduling coordination
- Goal setting
- Policy review
- Placement evaluation
- Determination of instructional format

Clients may be asked to provide:

- Report cards
- Progress reports
- Standardized testing reports
- Current assignments
- Prior assessments
- Educational plans
- Other academic documentation

## SERVICE LEVELS

**Prices Effective June 1, 2026** After reviewing the pricing schedule listed on our website, please indicate the tutoring services you are seeking by completing the table below:

On the left select what service level you have opted for & to the right check which service you are opting for

| Service Level | Service Type                                            | Check Here |
|---------------|---------------------------------------------------------|------------|
|               | K-8 Tutoring+ Grade Monitoring & Teacher Communication  |            |
|               | 9-12 Tutoring+ Grade Monitoring & Teacher Communication |            |
|               | SAT or ACT or CLT Test Prep                             |            |
| ELITE         | SAT, ACT, CLT 10 Session Program                        |            |
| FOUNDATIONS   | SAT/ ACT Monthly Membership- Foundations Level          |            |
| ACCELERATED   | SAT/ ACT Monthly Membership- Accelerated Level          |            |
|               | Standard Tutoring for College Coursework/ AP/ DE        |            |
| ELITE         | Private Teaching                                        |            |
| ELITE         | Educational Advocate Services                           |            |
|               | Other: _____                                            |            |

No additional fees will be charged for travel or preparation time unless explicitly stated otherwise.

Service offerings, staffing, tutor assignments, instructional format, and program availability are subject to change at the discretion of SPS Tutor LLC.

## BILLING POLICY

All tutoring services, memberships, workshops, and educational services must be paid for at the time of booking.

No appointments, recurring time slots, memberships, or services shall be guaranteed until payment has been received.

ALL PAYMENTS ARE FINAL.

SPS Tutor LLC maintains a strict NO REFUND policy.

Once any service, session, package, membership, workshop, tutoring block, or educational program has been purchased, all payments become non-refundable under all circumstances, including but not limited to:

- Student absence
- Scheduling conflicts
- Failure to attend
- Illness
- Vacation
- Dissatisfaction with tutor assignment
- Change in academic needs

- Withdrawal from services
- Failure to schedule appointments
- Failure to utilize purchased sessions
- Technological issues on the client side
- Schedule incompatibility
- Relocation

The sole exception to the no-refund policy is as follows: if SPS Tutor LLC cancels a prepaid session or service and is unable to offer a rescheduled appointment within thirty (30) days that the Client has confirmed is acceptable, SPS Tutor LLC may, in its sole discretion, issue a credit to the Client's account equal to the value of the canceled session or service. No monetary refund shall be issued under any circumstances. Account credits are non-transferable, hold no cash value, and must be applied toward future SPS Tutor LLC services. Clients are financially responsible for all sessions reserved on their behalf.

**Recurring weekly time slots must be paid for PRIOR to the 1st day of each month. Failure to remit payment will result in forfeiture of recurring scheduling privileges.**

Clients utilizing scholarship funding programs, including Step Up for Students, EMA, ESA, or similar funding programs, remain personally responsible for all unpaid balances, denied reimbursements, late submissions, or funding issue. Clients using scholarship funding must also ensure payments are submitted no later than the 1<sup>st</sup> day of each month.

## **ACCEPTED PAYMENT METHODS**

Accepted payment methods include:

- Zelle to (941) 412-7947
- Other payment methods may be accepted through our invoicing platform and are subject to a 3% processing fee, which must be included by the Client at the time of payment. All transaction fees and processing charges are the sole responsibility of the Client.

SPS Tutor LLC reserves the right to hold a valid payment method on file.

## **MEMBERSHIP PROGRAMS**

SAT, ACT, CLT, and other recurring membership programs automatically renew on a monthly basis unless cancelled in accordance with the terms of this Agreement.

All membership programs are billed on the 1st day of each month for the upcoming monthly billing cycle.

Memberships are intended to begin on the 1st day of the month. Clients who elect to begin services after the 1st day of the month acknowledge and agree that SPS Tutor LLC does not prorate membership pricing under any circumstances. The full monthly membership fee shall be charged regardless of the membership start date.

By enrolling in a membership program, the Client authorizes SPS Tutor LLC to automatically charge the payment method on file for all recurring membership fees and applicable charges.

**A minimum of thirty (30) days written notice is required to cancel any membership program.**

**Cancellation requests must be submitted in writing via email to [atozer@spstutor.com](mailto:atozer@spstutor.com). Cancellation requests are not considered effective until confirmed in writing by SPS Tutor LLC.**

Because memberships require thirty (30) days notice and billing is not prorated, Clients acknowledge and agree that membership charges for the upcoming month may still apply if proper notice is not received prior to the next billing cycle.

No prorated billing, refunds, credits, partial-month adjustments, or makeup sessions shall be issued for any reason including but not limited to:

- Late enrollment
- Early withdrawal
- Missed sessions
- Scheduling conflicts
- Vacations
- Illness
- Student non-attendance
- Failure to utilize membership services

Failure to attend scheduled sessions does not relieve the Client of payment obligations.

SPS Tutor LLC reserves the right to suspend or terminate membership services for non-payment, policy violations, abusive conduct, or repeated scheduling issues.

## **STEP UP FOR STUDENTS / ESA / EMA POLICY**

Clients utilizing educational scholarship funding programs, including but not limited to Step Up for Students, ESA, EMA, or similar educational funding programs, acknowledge that published self-pay pricing structures may not apply to scholarship-funded services.

Billing for scholarship-funded services shall be based upon approved scholarship reimbursement structures, authorized service categories, and rates permitted by the applicable funding organization.

Clients utilizing scholarship funding programs may be assigned instructional formats, tutors, or service levels based upon grade level, staffing availability, funding restrictions, educational needs, and operational capacity.

Clients remain solely responsible for:

- Timely submission of reimbursement requests
- Timely transfer or authorization of ESA/EMA funds
- Maintaining sufficient available funding balances

- Compliance with scholarship program rules and requirements
- Submission of required documentation
- Payment of denied, delayed, disputed, or unpaid balances

All scholarship submissions, reimbursement requests, authorizations, or applicable ESA/EMA fund transfers must be submitted PRIOR to the 1st day of each month for services scheduled during that billing cycle.

Failure to timely submit scholarship funds, authorizations, reimbursement requests, purchase orders, or required documentation may result in:

- Release of recurring appointments or permanent time slots
- Loss of priority booking privileges
- Suspension of future scheduling access
- Delayed or interrupted services
- Requirement that the Client transition to private-pay status until funding issues are resolved

Failure of a scholarship organization, ESA administrator, reimbursement platform, or funding source to remit payment shall not relieve the Client of financial responsibility for services rendered, scheduled, reserved, or prepaid under this Agreement.

SPS Tutor LLC reserves the right to require:

- Advance retainers
- Upfront payments
- Supplemental billing arrangements
- Backup payment methods on file
- Temporary private-pay arrangements

for any scholarship-funded account experiencing delayed payments, insufficient funding, repeated late submissions, reimbursement denials, or administrative funding issues.

## SCHEDULING POLICY

Clients are responsible for scheduling appointments through the official SPS Tutor LLC scheduling platform unless otherwise instructed.

Recurring or permanent weekly time slots are reserved exclusively for priority clients receiving ongoing academic tutoring services throughout the duration of the traditional academic school year, which for purposes of this Agreement, concludes on May 31 of each year. Permanent scheduling accommodations are intended for long-term academic support clients and are not guaranteed to all clients. All recurring sessions will be scheduled through Google Calendar and NOT the booking platform. It is the clients responsibility to monitor any changes which would be communicated by email.

Permanent or recurring weekly time slots are not extended to students enrolled exclusively in SAT, ACT, CLT preparation services, workshops, crash courses, memberships, short-term programs, seasonal services, or temporary tutoring arrangements.

SPS Tutor LLC reserves the sole right to determine eligibility for recurring or permanent scheduling accommodations.

Recurring time slots are considered a scheduling courtesy and do not constitute a guaranteed contractual entitlement. SPS Tutor LLC reserves the right to modify, reassign, suspend, or discontinue recurring scheduling arrangements due to staffing needs, operational changes, tutor availability, student needs, or scheduling conflicts.

Clients wishing to cancel or reschedule a recurring or permanent weekly time slot must provide a minimum of twenty-four (24) hours written notice by emailing [atozer@spstutor.com](mailto:atozer@spstutor.com).

Notice submitted directly to tutors, by text message, or through other communication methods shall not constitute proper cancellation notice for recurring permanent time slots unless acknowledged in writing by SPS Tutor LLC administration.

If a Client wishes to reschedule a canceled recurring appointment, the Client is solely responsible for independently scheduling a replacement appointment through the official booking platform based upon current tutor availability.

SPS Tutor LLC does not guarantee availability for makeup sessions, rescheduled appointments, or replacement time slots following cancellation of a recurring appointment.

All scheduling communications shall be conducted only via email.

Clients are responsible for monitoring all email communications, scheduling confirmations, reminders, and schedule changes. SPS Tutor LLC shall not be responsible for missed appointments resulting from failure to monitor email communications.

## **PRIORITY BOOKING**

Clients enrolled in qualifying packages, memberships, or multi-session agreements may receive access to priority scheduling windows.

Priority scheduling access opens on the 25th day of each month for booking appointments for the upcoming month. Remaining availability may open to the general client population beginning on the 1st day of the month.

Priority booking access is provided as a courtesy benefit and does not guarantee availability of any specific:

- Tutor
- Day
- Time
- Instructional format
- Location
- Recurring schedule

Clients are solely responsible for utilizing the priority booking window to reserve their preferred appointments in a timely manner.

Failure to schedule appointments during the designated priority booking period may result in reduced availability, limited scheduling options, or inability to secure preferred days, times, tutors, or instructional formats once general scheduling opens to other clients.

SPS Tutor LLC shall not be responsible for limited availability, scheduling conflicts, or inability to obtain preferred appointment times resulting from a Client's failure to utilize the priority booking window.

No refunds, credits, discounts, transfers, makeup sessions, or pricing adjustments shall be issued due to:

- Failure to book appointments during the priority window
- Limited remaining availability
- Scheduling preferences not being available
- Tutor availability changes
- Delayed booking by the Client

Priority scheduling privileges may be modified, suspended, or revoked at the discretion of SPS Tutor LLC.

## **STANDARD BOOKING**

If clients are not enrolled in a package, membership, or have completed the 10 session minimum contract, you must wait until the 1<sup>st</sup> of the month to book your sessions. Failure to abide by this policy will result in the cancellation of your sessions without warning.

## **SUMMER OPERATIONS POLICY**

For purposes of this Agreement, the "Summer Period" is defined as June 1 through July 31 of each calendar year. The standard academic school year, as defined in this Agreement, concludes on May 31 of each year.

During the Summer Period, SPS Tutor LLC operates on a reduced instructional schedule. Scheduling availability is strictly limited to Monday, Tuesday, and Wednesday only. No tutoring sessions, appointments, workshops, or instructional services shall be scheduled on Thursdays, Fridays, Saturdays, or Sundays during the Summer Period. This limitation is a binding operational term of this Agreement, not a courtesy accommodation.

All students enrolled in services that extend into the Summer Period acknowledge and agree that their scheduling must be accommodated within the Monday through Wednesday window. Existing recurring or permanent weekly time slots do not carry over into the Summer Period and will not be honored during the months of June and July. Any instructional sessions, accommodations, or scheduling arrangements offered outside the Monday through Wednesday Summer Period window are provided solely at the absolute discretion of SPS Tutor LLC, constitute a one-time courtesy accommodation only, and shall create no continuing obligation, recurring entitlement, or expectation of future availability outside standard summer operating days. Summer operating hours, staffing assignments, tutor availability, and instructional formats may vary from those

applicable during the academic school year. Not all tutors, instructors, or staff members available during the academic year will be available during the Summer Period.

SPS Tutor LLC reserves the right to modify summer operational hours, staffing arrangements, instructional formats, and scheduling availability based upon enrollment demand, staffing capacity, and operational needs. Clients are solely responsible for monitoring all published summer scheduling announcements, tutor calendars, booking platform updates, and operational notices issued by SPS Tutor LLC.

## **OPERATIONAL CALENDAR AND DEFINED PERIODS**

For purposes of this Agreement, the following defined periods apply to all scheduling, billing, membership, and operational provisions: "School Year" means the period commencing August 1 of each year and concluding May 31 of the following year. "Summer Period" means the period commencing June 1 and concluding July 31 of each calendar year. During the Summer Period, SPS Tutor LLC operates on reduced instructional availability as defined in the Summer Operations Policy section of this Agreement. These defined periods govern all references to the "traditional academic school year," "academic year," "school year schedule," and "summer schedule" throughout this Agreement. Any ambiguity between these defined periods shall be resolved by reference to the calendar dates stated above. SPS Tutor LLC reserves the right to adjust the defined start and end dates of either period by providing written notice to enrolled Clients no later than thirty (30) days prior to the commencement of the affected period.

## **SESSION LENGTH**

Standard tutoring sessions consist of fifty-five (55) minutes of instructional time and five (5) minutes reserved for administrative documentation.

Half-hour sessions consist of twenty-five (25) minutes of instructional time and five (5) minutes reserved for administrative documentation.

Back-to-back sessions will include consolidated administrative periods at the end of the session.

## **CANCELLATION POLICY**

Clients may cancel scheduled tutoring sessions by providing a minimum of twenty-four (24) hours written notice, or by using cancellation links in confirmation emails.

Notice must be submitted through one of the following approved methods:

- Email to [atozer@spstutor.com](mailto:atozer@spstutor.com)
- Official scheduling platform

Cancellation requests submitted directly to tutors does not constitute valid cancellation notice as those emails must be directed to [atozer@spstutor.com](mailto:atozer@spstutor.com).

All tutoring services, packages, memberships, workshops, and prepaid sessions are non-refundable once purchased.

Unused sessions, missed sessions, canceled appointments, prepaid balances, account credits, and purchased tutoring hours shall not be refunded under any circumstances whatsoever, and this prohibition is absolute.

If a prepaid session is canceled with at least twenty-four (24) hours notice, the canceled session shall be returned to the Client's account as an available session credit ("session bank") to be applied toward future tutoring services.

Session credits may be:

- Applied toward future tutoring appointments
- Transferred to another SPS Tutor LLC client upon written request and approval
- Donated to students served through Rising Scholars Foundation, the affiliated nonprofit organization

Session credits hold no cash redemption value and may not be exchanged for monetary reimbursement.

Sessions canceled with less than twenty-four (24) hours notice, missed appointments, no-shows, same-day cancellations, or failure to attend scheduled sessions shall result in forfeiture of the scheduled session without refund, replacement, or additional credit.

SPS Tutor LLC reserves the sole discretion to approve refunds, credits, extensions, transfers, or exceptions in cases involving documented extenuating circumstances, emergencies, or other situations deemed appropriate by the Company.

Any exception granted on one occasion is a one-time courtesy only, shall not constitute a waiver of any provision of this Agreement, shall not establish any precedent, and shall not create any obligation for the Company to grant a similar exception in any future instance regardless of the similarity of the circumstances.

Clients remain financially responsible for all services purchased, reserved, scheduled, or billed under this Agreement.

## **TUTOR CANCELLATIONS**

SPS Tutor LLC makes every reasonable effort to honor all scheduled appointments as booked. Clients may schedule appointments well in advance, and in most circumstances those appointments will occur on the reserved date and time. However, Clients acknowledge that occasional schedule adjustments may be necessary due to tutor availability, staffing changes, emergencies, illnesses, operational needs, travel requirements, weather events, or other unforeseen circumstances.

When a schedule adjustment is necessary, SPS Tutor LLC will make reasonable efforts to provide at least twenty-four (24) hours advance notice. Notice of any cancellation, rescheduling, or time adjustment shall be provided in writing to the parent or guardian email address on file. Clients are responsible for maintaining a current and accurate email address and for monitoring communications sent by SPS Tutor LLC.

While schedule changes are uncommon, Clients understand and agree that appointment dates and times may occasionally be modified by SPS Tutor LLC as reasonably necessary to continue providing services

If SPS Tutor LLC cancels or reschedules a prepaid session and reasonable notice cannot be provided, the Client shall be permitted to:

- Reschedule the affected session based on current availability; or
- Receive an account credit (in the form of an account session credit only — no monetary refund shall be issued) if a mutually agreeable rescheduling option cannot be reached.

Any approved rescheduling shall remain subject to the scheduling policies and operational limitations outlined elsewhere within this Agreement.

Under no circumstances shall SPS Tutor LLC be obligated to schedule tutoring sessions, makeup appointments, or rescheduled instructional services on Sundays.

SPS Tutor LLC reserves the right to assign substitute tutors, modify instructional formats, adjust scheduling arrangements, or alter session availability as reasonably necessary to continue services.

## **LATE ARRIVAL POLICY**

Students arriving ten (10) minutes late or more will be considered absent and you will forfeit your session and be charged the full cost of services booked.

Late arrivals shall not entitle the Client to:

- Extended session time
- Reduced billing
- Refunds
- Credits
- Makeup sessions

If a tutor arrives late, reasonable efforts shall be made to accommodate lost instructional time.

## **VIRTUAL SESSION REQUIREMENTS**

Students participating in virtual instruction must:

- Attend using a laptop or tablet whenever possible
- Maintain a functional camera during instruction
- Remain visible and engaged during sessions
- Utilize appropriate educational materials
- Participate in a distraction-free environment
- Maintain appropriate conduct

Phone-only participation is strongly discouraged and may not be permitted for certain instructional services.

Parents/Guardians are responsible for maintaining adequate:

- Internet connectivity
- Technology access
- Device functionality
- Audio and video capability

SPS Tutor LLC shall not be responsible for instructional interruptions caused by client-side technological issues.

## **IN-PERSON SESSION EXPECTATIONS**

Students attending in-person instruction must arrive prepared with all necessary educational materials.

SPS Tutor LLC reserves the right to remove or refuse services to any student demonstrating unsafe, disruptive, inappropriate, abusive, or non-compliant behavior.

## **RECORDING POLICY**

Clients are strictly prohibited from recording, photographing, reproducing, distributing, livestreaming, screen recording, or otherwise capturing any tutoring session, workshop, instructional material, lesson, packet, curriculum, assessment, presentation, or educational content without the express written consent of SPS Tutor LLC.

Unauthorized recording, reproduction, distribution, or sharing of SPS Tutor LLC instructional content constitutes a material breach of this Agreement and may result in immediate termination of services without refund, in addition to any other remedies available under law.

Clients acknowledge and agree that SPS Tutor LLC may record virtual tutoring sessions, instructional meetings, workshops, or educational interactions for internal business and educational purposes, including but not limited to:

- Quality assurance
- Staff training
- Tutor supervision
- Safety and compliance review
- Generation of instructional transcripts
- Creation of session notes
- Academic documentation
- Internal recordkeeping

Session transcripts, summaries, notes, or portions of instructional content may periodically be shared with students and/or parents via email or other approved communication methods solely for educational review purposes.

All recordings, transcripts, notes, summaries, instructional materials, and educational content generated during sessions remain the exclusive intellectual property of SPS Tutor LLC.

Clients shall not reproduce, redistribute, publish, upload, transmit, share, sell, modify, or otherwise exploit any recordings, transcripts, session notes, or educational materials without prior written authorization from SPS Tutor LLC.

By participating in services provided by SPS Tutor LLC, the Client consents to such recordings and acknowledges that these recordings may be maintained, reviewed, and utilized by SPS Tutor LLC in accordance with this Agreement and applicable law.

## **INTELLECTUAL PROPERTY**

All educational materials provided by SPS Tutor LLC, including but not limited to:

- Curriculum
- Lesson plans
- Practice tests
- PowerPoints
- Workshops
- Recordings
- Instructional videos
- Guided notes
- Assessments
- Digital resources
- Educational strategies
- Proprietary teaching methods

shall remain the sole intellectual property of SPS Tutor LLC.

Clients may not reproduce, distribute, share, upload, post, sell, copy, transmit, or commercially exploit any SPS Tutor LLC materials without prior written authorization.

## **STUDENT AND PARENT CONDUCT**

SPS Tutor LLC maintains a zero-tolerance policy for:

- Harassment
- Threatening behavior
- Abusive conduct
- Defamation

- Disruptive conduct
- Excessive interference with instruction
- Disrespect toward staff
- Inappropriate communication
- Academic dishonesty
- Non-compliance during sessions

SPS Tutor LLC reserves the right to immediately terminate services without refund if such conduct occurs.

## **OBLIGATIONS OF THE STUDENT**

The Student agrees to:

- Attend sessions prepared
- Participate cooperatively
- Complete assigned work
- Maintain respectful conduct
- Engage actively in instruction

Tutoring services are supplemental educational services and do not replace school attendance, classroom instruction, or independent academic responsibility.

## **CLIENT EXPECTATIONS AND RESPONSIBILITIES**

In addition to the obligations stated above, Clients acknowledge and agree that: (a) Academic progress is dependent on the Student's consistent engagement, effort, attendance, and follow-through on all assigned practice, homework, and preparatory work between sessions. SPS Tutor LLC's role is to provide instruction; the Student's role is to apply it. (b) Clients shall not hold SPS Tutor LLC responsible for academic outcomes, test results, grade changes, or educational placements that do not meet the Client's expectations, regardless of the number of sessions attended or the duration of services engaged. (c) Clients are responsible for communicating changes in the Student's academic situation, school schedule, course enrollment, learning needs, or relevant medical or educational diagnoses in a timely manner. SPS Tutor LLC is not responsible for instructional mismatches arising from information the Client failed to provide. (d) Clients shall not engage in conduct that undermines the instructional process, including but not limited to: interrupting sessions, issuing direct instructions to tutors that conflict with SPS Tutor LLC's instructional approach, making disparaging or defamatory statements about SPS Tutor LLC staff, or engaging in any form of online disparagement. (e) SPS Tutor LLC reserves the right to adjust instructional approach, materials, format, and tutor assignment at any time based on the Student's academic needs, progress, and the professional judgment of SPS Tutor LLC staff.

## **NO GUARANTEE OF RESULTS**

SPS Tutor LLC does not guarantee:

- Grade improvement
- Test score increases

- Scholarship awards
- School admissions
- Academic placement
- Graduation outcomes
- Standardized testing results
- Educational advancement

Educational outcomes depend upon multiple factors outside the control of SPS Tutor LLC.

By signing this Agreement, the Client expressly acknowledges and agrees that: (a) Academic outcomes are influenced by a combination of factors entirely or substantially outside the control of SPS Tutor LLC, including but not limited to: the Student's natural aptitude and learning style, the Student's effort and engagement, the quality of school instruction, family circumstances, attendance consistency, practice habits between sessions, undisclosed learning disabilities or educational needs, and psychological or environmental factors. (b) SPS Tutor LLC makes no representation, express or implied, that any particular number of sessions, service level, membership tier, or instructional approach will produce any specific academic result. (c) The Client's enrollment in any SPS Tutor LLC service is not contingent on any representation by SPS Tutor LLC regarding academic outcomes, and the Client has not relied on any such representation in entering into this Agreement. (d) Dissatisfaction with academic outcomes shall not constitute grounds for any refund claim, credit request, service dispute, or legal action against SPS Tutor LLC.

## **INDEPENDENT CONTRACTOR STATUS**

All tutors, instructors, and educational staff providing services through SPS Tutor LLC operate as independent contractors unless otherwise specified.

Nothing contained within this Agreement shall be interpreted to create an employment relationship between the Client and SPS Tutor LLC staff.

## **TERMINATION**

Either party may terminate services with fourteen (14) calendar days hours written notice.

Termination shall not relieve the Client of any outstanding payment obligations.

All prepaid amounts remain non-refundable.

SPS Tutor LLC reserves the right to immediately terminate services for:

- Non-payment
- Policy violations
- Disruptive behavior
- Harassment
- Defamation
- Safety concerns

- Misuse of educational materials
- Unauthorized recording
- Repeated scheduling violations

## **FORCE MAJEURE**

SPS Tutor LLC shall not be liable for delays, cancellations, interruptions, or inability to perform services resulting from events beyond its reasonable control, including but not limited to:

- Natural disasters
- Hurricanes
- Flooding
- Severe weather
- Illness
- Government actions
- Power outages
- Internet outages
- Public emergencies
- Acts of God
- Transportation interruptions
- Labor shortages
- Technological failures

## **LIMITATION OF LIABILITY**

To the fullest extent permitted by law, SPS Tutor LLC shall not be liable for any indirect, incidental, consequential, special, punitive, or economic damages arising from tutoring services or educational programs.

The total liability of SPS Tutor LLC shall not exceed the amount paid by the Client for services directly giving rise to the claim.

## **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions, regardless of the state in which services are rendered or in which the Client resides.

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first participate in good-faith mediation before initiating any formal legal proceeding. Mediation shall be conducted virtually by mutual agreement or in Sarasota County, Florida, within thirty (30) days of written demand by either party. SPS Tutor LLC is committed to resolving all concerns fairly and directly, and mediation is the preferred first step for any disagreement.

If mediation is unsuccessful or if a party fails to participate within the required timeframe, any legal action, dispute, or proceeding shall be brought exclusively in the state or federal courts located in Sarasota County, Florida. Each party irrevocably submits to the personal jurisdiction of such courts for this purpose.

The prevailing party in any legal proceeding arising under this Agreement shall be entitled to recover reasonable attorney's fees, court costs, and collection costs from the non-prevailing party.

## **ELECTRONIC SIGNATURES**

Electronic signatures, digital signatures, typed signatures, and electronically acknowledged agreements shall be deemed legally binding and enforceable to the fullest extent permitted by law.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, representations, or agreements.

No oral modification shall be binding.

Any amendments must be made in writing and executed by both parties, or issued by SPS Tutor LLC as a policy update with thirty (30) days written notice to enrolled Clients, which shall be deemed accepted if the Client continues to use services after the notice period.

## **SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **ACKNOWLEDGMENT**

By signing below, the Client acknowledges that they have:

- Read this Agreement in full
- Understood all terms and conditions
- Had the opportunity to ask questions
- Agreed to be legally bound by all provisions contained herein

## **SPS TUTOR LLC**

Ali Tozer, Owner

Signature: Ali Tozer

## **CLIENT**

Student Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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