



SPS Tutor ScoreSoarSM SAT & ACT 6 Week Prep Program Contract

This Contract ("Agreement") is entered into as of _____ by and between:

Client:

Name of Student: _____

Address: _____

Contact Number and Email: _____

(Hereinafter referred to as the "Student/ Client")

Name of Parent/Guardian if Student is a minor: _____

Address: _____

Contact Number and Email: _____

Tutor:

Name of Tutor: Ali Tozer (Hereinafter referred to as the "Tutor")

FLDOE Certification Number: 1266903

Title: Owner of SPS Tutor LLC

Mailing Address: P.O. Box 19832 Sarasota, FL 34276

Email: spstutor@yahoo.com

941-412-7947

1. Services:

The Tutor agrees to provide SAT & ACT preparation services to the Client as outlined in the ScoreSoar SAT & ACT Prep Program. Services will include both live zoom tutoring sessions & pre-recorded lessons as needed, as well as pertinent study materials.

2. Schedule and Location:

Tutoring sessions will be scheduled in advance typically on Tuesdays and Thursdays at 8:00 p.m.- 9:00 p.m. EST. The schedule of lessons may be modified at times in accordance with availability, but you will be notified of those changes via a calendar of lessons which is attached to this document. Upon enrolling in the program, the Client may not begin the schedule of lessons until Client has received the required materials by mail which may take up to 2 weeks to receive. The scheduled start date of this program will be on _____ contingent upon the delivery of required materials.

3. Fees:

The Client agrees to pay the Tutor a total fee of \$ _____ for the entire ScoreSoar SAT & ACT Prep Program. Payment is due in full at the time of entering this agreement. The client may not begin the schedule of lessons, and materials will not be mailed, until payment has been received. Payment can only be made one of _____

the following ways:

- Zelle fee free to spstutor@yahoo.com
- Paypal with an additional 3.5% processing fee to [paypal.me/alitozer](https://www.paypal.me/alitozer)
- ApplePay with an additional 1.5% processing fee to (941) 412-7947

4. Cancellation and Rescheduling:

If the Client needs to cancel or reschedule a tutoring session, they acknowledge that a reschedule cannot be accommodated as the lessons occur on pre-determined days and times. Upon enrollment, students will typically meet twice weekly for 6 weeks on Tuesdays and Thursdays at 8:00 p.m. EST.. Failure to attend a session will result in missing the material for that session without the ability to make up a session. Each session covers specific content that may not be repeated in future sessions.

5. Materials:

The Tutor will provide the included study materials to the address provided on this contract. The Client is responsible for obtaining any additional materials of their choosing. Students may not begin the program until they have received necessary materials.

6. Confidentiality:

Both parties agree to keep all information shared during tutoring sessions confidential. This includes but is not limited to test scores, study strategies, and personal information.

7. Termination & Refunds:

Either party reserves the right to terminate this agreement with a written notice sent via email over a period of 24 hours before the scheduled session. In the event of termination, the Client acknowledges and agrees that no refunds will be issued for the unused sessions, irrespective of the reason for termination. This includes, but is not limited to, instances where the client's scores do not experience the anticipated increase, and for any other reasons not explicitly mentioned in this agreement. It is expressly understood that the termination of this agreement does not entitle the client to a refund for any portion of the program purchase.

8. Liability:

The Tutor is not responsible for the actual SAT or ACT test results. Success in the tests depends on various factors, including the effort and commitment of the Client. Students are and will be expected to comply with the requirements of this program to ensure success. Failure to do so may result in the inability to produce viable results, at no fault of the Tutor.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Florida

10. Intellectual Property and Copyright:

The Client acknowledges that the Tutor, having independently developed the program, retains exclusive ownership and copyright of all study materials, practice exams, and other resources, including but not limited to PowerPoint presentations, audio, and visual components used in Zoom calls. These proprietary materials may not be duplicated, reproduced, or distributed without the Tutor's explicit written consent. The Client further understands that unauthorized replication of any materials provided by the Tutor constitutes a direct violation of this Agreement, leading to legal action. It is emphasized that the program and its associated materials are undergoing copyright protection.

11. Zoom Capabilities:

It is essential for students to have a Zoom meeting-capable device for participating in sessions. During Zoom

calls, students must be prepared to share both audio and video. Failure to adhere to this protocol may result in the student being promptly removed from the meeting without eligibility for a refund.

12. Composite Score Increase Guarantee:

Upon completion of the six-week ScoreSoar SAT & ACT Prep Program, the Tutor commits to ensuring a guaranteed increase in the client's composite score on either the SAT or ACT test. To qualify for this guarantee, the client is required to adhere to the following conditions:

- The client must promptly send all prior score reports for both SAT and ACT tests via email to the Tutor at spstutor@yahoo.com.
- Within three weeks of finishing the 6 Week ScoreSoar program, the client must register for and complete the same type of test (e.g., SAT or ACT) that was undertaken previously.
- The client must furnish evidence of the score reports from the re-tests conducted after the completion of the 6-week program, sent via email to spstutor@yahoo.com.

It is crucial to note that if the client has no record of a previous SAT or ACT test, the composite score increase guarantee cannot be honored, as there is no comparable baseline data available.

Should the client meet these stipulations and fail to observe an increase in the composite score, they retain the option to remain enrolled in the program until a score increase is realized, with no additional cost incurred.

13. Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, oral or written, relating to the subject matter hereof.

By signing below, the Client and Tutor acknowledge that they have read, understood, and agreed to the terms and conditions of this Contract.

Client's Signature: _____ Date: _____

Tutor's Signature: _____ Date: _____