

Fundamentiks Contract for Educational and Consultation Services

Due to the value of your time, my time, as well as the time of other students, a simple contract that helps to serve all of our interests is necessary. Please take the time to read through the following points before signing. Feel free to ask any questions or express any concerns that you may have.

Scheduling Time

To ensure that your time is respected, as well as the time of other students, appointments will promptly begin at their scheduled time. No adjustment to fees shall be made for time lost because of a late student or student lack of participation.

Cancellation Notice

Any session that is cancelled with less than 1-hour notice will be charged a \$10 fee.

Fees

Prices quoted are based on cash payment or check payment. At this time, we do not accept credit cards. Please make checks payable to *Julie Wolff*. **NOTE: If a check is rendered, and it is returned for "Insufficient Funds," a \$40 charge will be due.**

Scheduling Conflicts

If a conflict arises in my schedule, I will make every attempt to reschedule the student's appointment at a mutually agreeable time between educator and student. If I cancel within one hour of the appointment due to an emergency, then the student will receive a \$10 credit to his/her account for the inconvenience.

Referrals

Any student who refers another student will receive a \$5 credit to his or her account once the referred student has attended an enrichment session. *Note when referring: Be aware that pricing may vary from student to student.*

Legal

Obligation of the Educator (me)

- I will do all preparation prior to lessons and structure lessons in one-hour sessions in such a way as to optimize time for the benefit of the Student.
- With the exception of the student's parents or guardians, I will keep confidential the student's information. I may contact other parties involved in the education of the student, only if given written permission by the student (if over 18) or student's guardian to do so.
- The student and/or parent/guardian shall assist me in identifying problem areas in which the student needs specific educational focus.
- If I provide instructional materials particular to the student's needs, the student will pay for 50% of the total

on the receipt for materials purchased.

- **Parental Supervision** If the student is under the age of 18, a parent or guardian above the age of 18 must be present in the home or at the meeting place mutually agreed upon by the parent and myself.
- **No Warranties** While I am confident in my skills and teaching ability, I make no promises or warranties with regard to a student's performance as a result of any educational services provided.

Status of the Educator

It is expressly understood that I am being retained as an independent contractor and not as an employee. I shall be responsible for my insurance and for all statutory declarations and contributions with regard to income tax.

Relaxation of Terms

The relaxation, indulgence, waiver or release by any party of any of the rights under the terms of this agreement on one occasion shall not prevent the subsequent enforcement of such rights on any other occasion and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

Whole Agreement

This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

Minors

Where the Student is a legal minor, the Parent/Guardian shall enter into this educational contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student

Liability

I, individually and as the sole manager of Fundamentiks, am not responsible for any injury, loss, theft or damage to the Student/Parent and/or his/her property, arising out of or pertaining to preparation for, or for participation in the Student's lesson, whether such injury, theft, or damage occurred prior, during, or after the lesson. Student further agrees to indemnify, defend, and hold me harmless for and against any claims for such injury, loss, theft, or damage related to the lesson.

Signatures:

Educator:

Contracted Amount:

Details of Contracted Service(s):

I agree that I have read and understood all of the above.

Student Printed Name:

Student Signature:

_____ Date: _____

Parent/Guardian Printed Name:

Parent/Guardian Signature:

_____ Date: _____

(if student under 18)

Student Info:

Contact Information

Name: _____

Birth Date: _____ Address: _____

_____ Phone: (_____) _____

_____ Cell Phone: (_____) _____

Email: _____

Parent/Guardian Info:

Name: _____

Address: _____

Phone: (_____) _____ - _____ Cell Phone: (_____) _____

_____ - _____ Email: _____

How did you hear about Fundamentiks? Please check one and explain. Flier at:

Local school school of:

Word of mouth from:

Other:
