



TUTOR-CLIENT SERVICES AGREEMENT

This Tutor-Client Services Agreement (this “Agreement”), dated as of _____, 2025 (the “Effective Date”), is by and between Mountain View Teaching and Tutoring, LLC, a Colorado limited liability company with offices located at 390 Alpine Drive, Durango, CO 81301 (the “Tutor”) and _____, (“Client”). Client and Tutor may be referred to collectively as the “Parties”, and each a “Party”).

Recitals

A. Mountain View Teaching and Tutoring, LLC seeks to support students on their academic journeys. It recognizes and celebrates diverse learning styles and is committed to fostering academic growth from each student’s individual starting point.

B. Mountain View Teaching and Tutoring, LLC has the capability and capacity to provide certain tutoring, homeschool support, and specialized educational services.

C. Client desires to retain Tutor to provide the said services, and Tutor is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Tutor and Customer agree as follows:

1. Services and Tutor Obligations. Tutor shall provide services to the Client or to the Client’s Student (hereinafter “Student”). Tutor shall provide to Client the service and/or services (the “Services”) selected mutually by the Parties and encircled below:

A. **In-person Tutoring:** one-on-one tutoring provided in a designated tutoring facility, public space, or in an at-home setting

B. **Online Tutoring:** one-on-one tutoring provided in an online setting

C. **“High Impact” Tutoring:** one-on-one tutoring with an intensive focus on a particular subject matter

D. **Homeschool Support:** custom lessons, comprehensive unit planning, teaching strategies, and substitute teaching

E. **Specialized Services:** support for IEP/504 accommodations, students with learning disabilities, and individualized education plans.

2. Schedule of Services. Tutor shall provide to Client the services, as selected above, on the schedule selected mutually by the Parties and encircled below:

A. **Individual sessions (priced and booked per session)**

B. **Tutoring Package (priced per package and booked per session)**

3. Location of Services. Tutoring services may be provided, at mutual agreement of both Parties, in either public, at-home, or in-office settings. The locations in which Services are rendered may change depending on the needs of the Parties, however, Tutor reserves the right to require that all sessions are held in public spaces. If tutoring sessions are to be held at Client/Student’s home, they shall be conducted in a main room and a parent and/or guardian shall be home at all times during the session. All tutoring sessions shall be held in smoke-free environments.

4. Client Obligations.

A. If Student is under the age of eighteen (18), Client shall designate one parent or other legal guardian to serve as primary contact (hereinafter “Primary Contact”) with respect to this Agreement. The Primary Contact shall be designated in the Client Intake Form, which is fully incorporated into this Agreement as Exhibit C. Client shall require that the Primary Contact respond promptly to any reasonable requests from Tutor for instructions, information, or approvals required by Tutor to provide the Services.

B. If Student is under the age of eighteen (18), Client shall also designate one parent or other legal guardian to serve as an emergency contact for Student (“Emergency Contact”). Such Emergency Contact shall be identified in Exhibit C. **Such Emergency Contact shall be available by phone and by email during any period of time in which Tutor is rendering Services pursuant to this Agreement. The Emergency Contact shall be available by phone and by email regardless of the location in which Services are being rendered. In the situation of an emergency, medical or otherwise, in which such Emergency Contact cannot be reached for whatever reason, and/or it is not feasible to contact the Emergency Contact given the imminency of the emergency, Client authorizes Tutor to contact appropriate emergency services on behalf of Client/Student. Tutor shall not be liable for any costs incurred as a result of any such reporting to emergency services and/or any resulting medical treatment.**

C. Client may, but is not required to, identify additional approved contacts (“Approved Contacts”) who are authorized, in addition to the Primary and Secondary Contacts provided in Exhibit C, to drop off and/or pick up Student both to and/or from tutoring services. If Client elects to authorize Additional Contacts to pick up or drop off Client’s Student, Client shall identify those contacts in Exhibit C.

D. Client is responsible for transportation to and from all tutoring sessions. Client, or an Approved Contact, shall pick up Student from inside of the building or home in which the session occurred. **IN NO CIRCUMSTANCES** shall Tutor be responsible for providing transportation to Student, whether to or from a tutoring session. If Student is not picked up by Client or an approved contact within fifteen (15) minutes of the end of a tutoring session that is held outside of the Client’s home, Tutor reserves the right to charge a late pick-up fee of twenty-five (25) dollars. If Tutor exercises this right, the late charge shall be added to the fee of the next service booked with Tutor.

E. For students over the age of ten (10) years old, Client may authorize Tutor to release Student from any tutoring session without such release being to a parent, guardian, Primary and/or Secondary Contact, Approved Contact, or Emergency Contact. If Client elects to authorize Tutor to release Student accordingly, Client shall complete and sign the authorization contained within Exhibit C.

5. Twenty-Four (24) Hour Cancellation and Tardiness Policy. Client shall provide at least twenty-four (24) hours’ notice prior to cancelling any tutoring session. If Client does not provide such notice, Client will be charged for the entirety of the tutoring session. Client is permitted one “missed” session—a session for which the twenty-four-hour requirement of notice was not met—without penalty. However, the twenty-four-hour notice policy shall be enforced to all missed and/or late-cancelled sessions thereafter.

A. Client and/or their Student shall arrive on-time for all sessions. If Client and/or their Student is more than fifteen (15) minutes late for a given session, the session shall be considered forfeited, and the Client will be billed for the entirety of the tutoring session as if no forfeiture had occurred. If Student is tardy for a session, Tutor shall wait for Student for fifteen (15) minutes after the beginning of the session, but shall not be required to wait any longer prior to determining, at its sole discretion, that the session was forfeited. If Tutor elects to proceed with a session that began more than fifteen (15) minutes after its scheduled start, the amount of time remaining in the session shall be honored but Tutor shall not be required to “make up” the forfeited minutes. Any forfeited time shall not be refunded to Client and Client shall be responsible for the full fee of the scheduled session.

B. In circumstances in which Client or Client’s Student has failed to abide by the twenty-four-hour cancellation policy more than once, Tutor reserves the right to require that Client pay for all services, regardless of type, at the time of booking.

6. Fees and Expenses.

A. In consideration of the provision of the Services by Tutor and the rights granted to Client under this Agreement, Client shall pay the fees set out in Tutor’s current fee schedule (“Fee Schedule”) attached as Exhibit A. Payment to Tutor of such fees and the reimbursement of expenses pursuant to this 6 shall constitute payment in full for the performance of the Services. Fees for tutoring sessions booked individually, including for small group services, shall be payable upon receipt of Service. Fees for lesson planning shall be payable upon receipt of Service. Fees for tutoring packages and/or high-impact tutoring session(s) shall be paid at the time of booking of such package or high-impact tutoring session(s). In no event shall fees be paid more than thirty (30) days after completion of the Services performed pursuant to the applicable Statement of Work.

B. Payment of all fees shall be made by cash, credit, and/or debit card.

C. Client shall reimburse Tutor for all reasonable expenses incurred in accordance with the services selected in Section 1, including all sales, use, and excise taxes owing on such expenses, if such expenses have been pre-approved, within

thirty (30) days of receipt by the Client of an invoice from Tutor. To the extent Tutor is required to pay any such sales, use, excise, or other taxes or other duties or charges for a Student-related expense, Client shall reimburse Tutor in connection with its payment of fees and expenses as set forth in this 6.

D. Except for invoiced payments that Client has successfully disputed, all late payments shall bear interest at the rate of one percent (1%) per month compounded monthly. Client shall also reimburse Tutor for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Tutor does not waive by the exercise of any rights hereunder), Tutor shall be entitled to suspend the provision of any Services if the Client fails to pay any undisputed fees and amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

7. Refund Policy. If local school district(s) are closed or delayed due to inclement weather, tutoring sessions will also be canceled or delayed accordingly. Tutor shall not be obligated to provide a refund for any session which is canceled or delayed due to inclement weather, though Tutor shall reschedule any canceled or delayed session at the earliest mutually acceptable date for the Parties. Regardless of causation, Tutor does not provide refunds of individualized sessions or packages; instead, any fees paid in advance of any appropriately cancelled sessions, per Section 5, or rescheduled session(s) shall be credited toward the booking of a future session(s).
8. Illness Policy. If either Tutor or Student is experiencing fever, vomiting, uncontrolled coughing, and/or other communicable diseases such as, but not limited to, measles, COVID-19, or the flu, Tutor and/or Student shall cancel their session at the earliest practicable time, providing as much notice to the other Party as is possible. All sessions cancelled due to illness shall not be refunded but shall be rescheduled at a mutually acceptable time and date for the Parties.
9. Record Policy. Tutor shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Tutor in providing the Services.
10. Warranty. A student's progress depends on many factors outside of the control of Tutor. As a result, Tutor makes no guarantees as to Student's academic results, including but not limited to, grade improvement, test score increases, admission into any institutions of higher learning or otherwise, admission into other programming of any kind, and/or behavioral or developmental progress as a result of receiving Tutor's services. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
11. Confidentiality. Either Party (as the "Disclosing Party") may disclose to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed. Such Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this 11; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. Receiving Party's Group shall mean the Receiving Party's employees, officers, directors, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors. **This Section 11 shall not prohibit Tutor from complying with mandatory reporting laws and/or reporting potential child abuse and/or neglect to law enforcement and/or an appropriate state agency.**
12. Intellectual Property. All lesson plans, instructional materials, resources, worksheets, digital content, presentations, and methodologies created by Mountain View Teaching and Tutoring, LLC, whether in physical or digital form, are and shall remain the exclusive intellectual property of Mountain View Teaching and Tutoring, LLC. Client/Student is provided a limited license to utilize such materials under the terms of this Agreement. Reproduction, distribution, and/or use of these materials outside of the terms of this Agreement and without prior written consent is strictly prohibited.
13. Term, Termination, and Survival.

A. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year. The terms of this Agreement shall be effective for the one (1) year period regardless of how many individual tutoring sessions, tutoring packages, and/or lesson plans are purchased in such period.

B. Either Party may terminate this Agreement, effective immediately, upon written notice provided to the other Party in accordance with Section 17. No refunds will be issued for unredeemed tutoring sessions, packages, and/or lesson plans.

C. Tutor may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and (a) such failure continues for thirty (30) days after Client's receipt of written notice of nonpayment; or (b) more than twice in any twelve-month period. Tutor also reserves the right to seek specific performance of this Agreement upon the default of Client.

D. The rights and obligations of the Parties set forth in this Section 13 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

E. Upon the termination of this Agreement, Tutor shall, within thirty (30) days after such termination, deliver to Client an itemized statement of any amounts due from Client. Client shall pay any remaining amount owed to Tutor within thirty (30) days of receipt of such itemized statement.

14. Limitation of Liability and Indemnification.

A. Mountain View Teaching and Tutoring, LLC shall not be liable for any claims, liabilities, or damages of any kind resulting from Student's receipt of tutoring services. Likewise, Mountain View Teaching and Tutoring, LLC shall not be liable for any claims, liabilities, or damages resulting from Student's travel to and/or from tutoring sessions. Mountain View Teaching and Tutoring, LLC shall not be liable for any claims of personal injury, property damage, psychological and/or emotional distress, and/or any other damages unless such claims arise from willful fraud, willful misconduct, or negligence on the part of Tutor. Tutor shall not be liable for any damages, whether direct, indirect, incidental, consequential, or liquidated, as a result of any of the foregoing claims. Tutor shall not be liable for any unsafe conditions, or injuries to Student which result from such unsafe conditions, existing at a public place in which a tutoring session occurs. Tutor shall not be liable for any medical emergencies, or other emergencies, that occur during a tutoring session unless the emergency is caused by the willful conduct of Tutor. Tutor shall not be liable for any damages or medical costs resulting from circumstances in which Tutor must render emergency medical aid to Student.

B. Client agrees to indemnify and hold harmless Mountain View Teaching and Tutoring, LLC, from all claims, liabilities, and/or expenses which arise or may arise from the Student's participation in tutoring services and/or the Client/Student's breach of this Agreement.

15. Mandatory Reporting. While Tutor is not required to participate in mandatory reporting of child abuse and/or neglect, Tutor acknowledges Colorado's mandatory reporting laws regarding child abuse and neglect. *See* C.R.S. § 19-3-302 *et seq.* Pursuant to C.R.S. § 19-3-304(3), Tutor may report known or suspected child abuse or neglect and circumstances or conditions which might reasonably result in child abuse or neglect to the local law enforcement agency, county department, and/or through the Colorado Child Abuse and Neglect Hotline.

16. Entire Agreement. This Agreement, including and together with any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its **email address or phone number, if notice is delivered by text message**, as set forth below. Except as otherwise provided in this Agreement, a Notice is effective on receipt by the receiving Party.

Notice to Client:

P:

E:

Attention:

Notice to Tutor:

Mountain View Teaching and Tutoring, LLC

P: 970-403-5595

E: ktoppin@mountainviewteachingandtutoring.org

Attention: Kristen Toppen

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
19. Amendments. No amendment to or modification of, or rescission, termination, or discharge of, this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party. The Parties may not waive this requirement of a writing.
20. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
21. Relationship of the Parties. The relationship between the Parties is that of independent contractor and customer.
22. Choice of Law. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require the application of the laws of any jurisdiction other than those of the State of Colorado.
23. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the District of Colorado or the courts of the State of Colorado sitting in La Plata County. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the District of Colorado or the courts of the State of Colorado sitting in La Plata County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
25. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to Tutor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within fourteen (14) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 25, the other Party may thereafter terminate this Agreement.
26. Attorney's Fees. In the event that Client or Tutor commences a lawsuit to enforce any rights pursuant to this Agreement, then the prevailing party in such litigation shall receive an award of its reasonable attorney's fees and costs.

27. Exhibits. Exhibits A, B, C, and D are fully incorporated into this Agreement and are binding on both Parties as though they were fully set forth in the foregoing terms. Each Exhibit contains obligations of both Parties which, if not met, may be considered a breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Client:

By _____

Name:

Date:

Tutor: Mountain View Teaching and Tutoring, LLC

By _____

Name:

Title: Owner of Mountain View Teaching and Tutoring, LLC

Date: