

## Client Agreement

Agreement made between the Client (listed on this form) and Sexton Test Prep & Tutoring LLC, for the services of tutoring and test preparation.

### Payment:

A credit or debit card is required for payment. Clients will be charged at the beginning of each month for any appointments held in the previous month. Clients will be sent a detailed receipt via email after each transaction.

Clients should never pay a tutor directly. Please include payment information on this form and return it to Sexton Test Prep & Tutoring before the first session. Payment information must be received before the third appointment, or the arrangement will be put on hold.

### Materials:

Clients are responsible for keeping materials and students should bring them to each session. The cost of books or necessary materials will be a one-time fee added to the Client's bill. For any questions on the costs associated with materials, please contact Sexton Test Prep & Tutoring directly.

### Official Exam Registration

Clients are responsible a student's registration for any official exam and students/families need to register for the exam directly with the testing organization. Sexton Test Prep & Tutoring is unable to register a student for any official standardized test and does not offer official testing of any kind.

### Scores:

Sexton Test Prep & Tutoring does not guarantee any grades or score improvements. Client understands that students are responsible for the completion of their homework. Clients who use Sexton Test Prep & Tutoring are asked to report their standardized test scores within two weeks of receiving them, regardless of performance.

### Supervised Meetings:

If the appointment is at a home, a parent/guardian, or responsible adult other than the student, must be present. If a parent/guardian cannot be present during an appointment, the student and tutor must meet in a public place.

### Timesheets:

Timesheets will be used to monitor meeting dates, duration, and content covered. For in person tutoring, the student must sign the tutor's timesheet at the conclusion of each lesson to verify its occurrence and length.

### Cancellations:

Client acknowledges that appointments cancelled with less than 24 hours notice, will be billed at half price, and appointments cancelled with less than 12 hours, and "no shows", will be billed at full price.

Sexton Test Prep & Tutoring requests Clients to respectful of each tutor's schedule and limit rescheduling and cancellations. Repeated movements or cancelations (last minute or otherwise) may be grounds for termination of a student's tutoring.

Sexton Test Prep & Tutoring acknowledges if Client's tutor does not show for an appointment at the assigned time, the Client will not be charged for that appointment, and the next appointment will be paid for Sexton Test Prep & Tutoring.

### In Person Tutoring & COVID-19

Please visit [www.sextontestprep.com/policies](http://www.sextontestprep.com/policies) for up-to-date guidelines. By moving forward with an in-person tutor, Client agrees to follow Sexton Test Prep & Tutoring guidelines and release Sexton Test Prep and its employees from any and all liability for unintentional exposure or harm due to COVID-19 or other communicable conditions. Under

the ADA, Sexton Test Prep & Tutoring is unable to share the vaccination status of any individual employees. Sexton Test Prep & Tutoring has requested tutors be vaccinated prior to returning to in person tutoring.

**Confidentiality:**

Client acknowledges responsibility to keep Sexton Test Prep & Tutoring’s proprietary materials confidential. These materials are for the individual Client’s use only and should not be reproduced or given to any other party without Sexton Test Prep & Tutoring’s explicit, written consent.

Sexton Test Prep & Tutoring and its tutors will make every reasonable effort to not share students’ information (including students’ progress, test scores, accommodations) with anyone besides the student or parent/guardian. Contact information provided on this agreement will only be used for communication related to services provided.

**Legal:**

Any duplication or sharing of Sexton Test Prep & Tutoring proprietary materials is forbidden. These are the Client’s materials to keep and will give Client a competitive advantage. Commercial materials written by the College Board, ACT, Test Prep Works, or the Test Innovators software are **not** Sexton Test Prep & Tutoring materials. Sexton Test Prep & Tutoring proprietary materials include custom flash cards, study guides, and the Sexton Test Prep & Tutoring curriculum.

Any trademarked images of or references to other companies or other companies’ products or services on the Sexton website are not direct endorsements, unless otherwise stated, and their intended use is to communicate the kinds of services provided. Sexton Test Prep & Tutoring is not endorsed or paid by another company. Tutoring does not guarantee any grade, score improvements, or admissions.

Client agrees that Sexton Test Prep & Tutoring is not, and will not be, liable or responsible for any actions or inaction, or any direct or indirect result of any services provided by Sexton Test Prep & Tutoring or its employees.

Sexton Test Prep & Tutoring retains the right to amend this Agreement and will provide notification to Clients of material changes.

Client Information	
Parent/Guardian Name:	Student Name:
Parent/Guardian Phone:	Student Phone:
Parent/Guardian Email:	Student E-mail:
Tutor(s):	Tutoring Subject(s):
Billing Address: (Street) (City) (State) (Zip Code)	
Name on Card:	Card Number:
Tutoring Rate: \$ per hour	CSC/CVV: Expiration Date:

**As the Client, I have read the policies of Sexton Test Prep & Tutoring and agree to all of the terms of this agreement.**

\_\_\_\_\_  
Student Signature Date

\_\_\_\_\_  
Parent/Guardian Signature\* Date

*\*If student is currently under 18, Parent/Guardian signature required.*