

# TestMasters LSAT Private Tutoring Agreement

## Student Information

Name	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Social Security #	Date of Birth	
Address		City	State	Zip Code
Shipping Address (if different from above)		City	State	Zip Code
Home Phone	Business Phone	Mobile Phone	E-Mail Address	
Undergraduate School	Year of Graduation	General Schedule of Availability for Tutoring		

I am enrolling in the TestMasters LSAT Private Tutoring Program for the (please check one):

<input type="checkbox"/> February 2012 LSAT	<input type="checkbox"/> June 2012 LSAT	<input type="checkbox"/> October 2012 LSAT	<input type="checkbox"/> December 2012 LSAT
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## Payment Method (Please select method of payment)

<input type="checkbox"/> Credit Card		<input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> Paid in Full
Payment Amount	Name on Credit Card (If different from above)	Credit Card # (Visa, MasterCard, Discover)	Expiration Date	
\$				
Billing Address (if different from above)		City	State	Zip Code

## Private Tutoring Services (check one)

In-Person tutoring: \$150 per hour Please specify the number of hours you would like to purchase: _____	10-Hour Private Tutoring Package: \$1250 25-Hour Private Tutoring Package: \$2750 The Platinum Private Tutoring Package: \$8750 (Materials Included)
Telephonic/Online tutoring: \$100 per hour Please specify the number of hours you would like to purchase: _____	10-Hour Private Tutoring Package: \$900 25-Hour Private Tutoring Package: \$2000 The Platinum Private Tutoring Package: \$6750 (Materials Included)

## TestMasters Course Materials

TestMasters LSAT Coursebooks: \$950 (includes full online access)	TestMasters LSAT Weekend Coursebook: \$450 (includes limited online access)
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## Student Agreement and Signature

Upon receipt of this agreement by TestMasters, this constitutes a binding agreement between TestMasters and the undersigned student.

- REGISTRATION
  - I certify that I am enrolling in the TestMasters Private Tutoring Program to increase my LSAT score and not for any other purpose.
  - I certify that I am not an employee or agent of any other test preparation company.
  - I understand that I am enrolling in the Private Tutoring Program in preparation for the LSAT administration specified above.
  - I understand that it is my responsibility to verify that TestMasters has received this signed private tutoring agreement and that my tuition is paid in full prior to meeting with my tutor.
  - I agree that my enrollment in the Private Tutoring Program cannot be transferred to any other person or persons in whole or in part.
  - I agree that TestMasters has the right to stop providing private tutoring at any time for any reason with a prorated refund of the paid tuition.
- PURCHASING TESTMASTERS MATERIALS
  - I understand that the Full Set of TestMasters LSAT Materials include, but are not limited to, the five-volume Full-length TestMasters LSAT Coursebooks, all proctored diagnostic tests, the jam session materials, and any Online Material provided in the TestMasters Online Resource Center. Online Materials include, but are not limited to, (a) supplemental LSAT questions and diagnostic tests; (b) diagnostic score reports; (c) psychometric quizzes and drills; (d) written and video explanations; (e) question type categorizations; and (f) academic bulletins.
  - I understand that the TestMasters LSAT Weekend Materials include, but are not limited to, the TestMasters Weekend LSAT Coursebook, and any Online Materials provided in the TestMasters Online Resource Center. Weekend Online Materials include, but are not limited to, (a) diagnostic tests; (b) diagnostic score reports; (c) question type categorizations; and (d) academic bulletins.
  - I agree that any Full Set of TestMasters Course Materials or TestMasters Weekend Materials (hereinafter referred to as "TestMasters Materials") that I purchase as a student in the Private Tutoring Program are confidential and proprietary to TestMasters, and cannot be sold, loaned, rented, given away, distributed, advertised for sale on the internet or through any other medium, or exploited in any manner.
  - I agree that I will not copy or cause to be copied or reproduced in any manner, electronic or otherwise, any of the TestMasters Materials, any notes based on these materials, or any notes based on the tutoring I receive.
  - I agree that any attempt, through any medium, to sell, loan, rent, give away, distribute, or copy any of the TestMasters Materials will constitute a breach of this agreement.
  - I understand that any breach of Section 2C, Section 2D, or Section 2E of this agreement violates the copyrights of TestMasters and/or the Law School Admission Council.
  - I agree that I will not allow another person or persons to use any of the TestMasters Materials, any notes based on the TestMasters Materials, or any notes based on the tutoring I receive.
  - I agree that if TestMasters determines that I have breached Section 2C, Section 2D, Section 2E, or Section 2G of this agreement, I will return the TestMasters Materials to TestMasters at my own expense within three business days.
- NO RECORDING OF TESTMASTERS TUTORING SESSIONS
  - I agree that I will not tape-record, video-record, transmit, photograph, save, or otherwise reproduce in any manner any of my tutoring sessions.
  - I agree that I will not tape-record, video-record, or photograph any TestMasters instructor in any of my tutoring sessions.

4. TESTMASTERS ONLINE RESOURCE CENTER
  - A. I understand that in order to receive access to the TestMasters Full-length Online Resource Center I must purchase the Full Set of TestMasters LSAT Coursebooks or a service that includes the Full Set of TestMasters LSAT Coursebooks.
  - B. I understand that my access to the TestMasters Online Resource Center will expire on the date of the first LSAT administration after the date of my enrollment, regardless of the extent of my use of the TestMasters Materials.
  - C. I understand that I may extend my Online Resource Center access beyond the next LSAT administration for an additional fee.
  - D. I agree that I will not allow another person or persons to use my member ID or password to access the TestMasters Online Resource Center or any of the Online Materials.
  - E. I understand the Online Materials are part of the TestMasters Materials and that all the provisions outlined in Section 2C through Section 2G of this agreement apply to the Online Materials.
  - F. I understand that I may not print any of the Online Materials, with the exception of the supplemental LSAT questions, supplemental diagnostic tests, proctored diagnostic tests, and diagnostic score reports.
  - G. I agree that I will not allow another person or persons to use any of the Online Materials that I print or any notes based on the Online Materials.
5. STUDENT CONDUCT
  - A. I agree that during any of my tutoring sessions I will not engage in any activity that would, by commonsense standards, be disruptive or inconsiderate.
  - B. I agree that I will not solicit TestMasters instructors for any reason. This includes, but is not limited to, soliciting instructors for private tutoring or admissions consulting, attempting to sell any item to instructors, requesting instructors to fill out surveys, petitions, or other forms, and soliciting an instructor for the purpose of starting any kind of test preparation business.
  - C. I agree that I will not discuss with or suggest to any TestMasters instructor any act that would violate Law School Admission Council policies pertaining to the administration of the LSAT, including, but not limited to any act that constitutes cheating on the LSAT.
  - D. I understand that TestMasters will notify the Law School Admission Council of any breach of Section 5C of this agreement.
6. GUARANTEE OF PERFORMANCE
  - A. I understand that TestMasters makes no guarantee, express or implied, regarding the score improvement of any student who receives private tutoring.
7. FINANCIAL POLICIES
  - A. I agree to pay TestMasters a \$50.00 administrative fee within three business days for any check written by me that is not honored by my bank for any reason.
  - B. If I purchase the TestMasters Materials and I request to change my delivery address after the TestMasters Materials have been shipped, I agree to pay a \$25 re-routing fee.
  - C. I agree to pay TestMasters a \$50.00 administrative fee for any TestMasters shipment that is returned to TestMasters and must be reshipped to me, unless the shipment was the result of an error on the part of TestMasters and/or the courier used by TestMasters.
  - D. If I file or attempt to file a chargeback to my credit/debit card and the dispute is resolved in favor of TestMasters, I agree to pay TestMasters a \$50.00 administrative fee.
  - E. If I use another person's credit card to pay for the tuition of The Course, I acknowledge that I have obtained that person's permission.
  - F. If I request to refund a card in order to charge the balance to a different card, I agree to pay a 3% administrative processing fee.
8. DISTRIBUTION OF TESTMASTERS MATERIALS
  - A. If I purchase the TestMasters Materials, I understand that the TestMasters lesson books will be shipped to me at the shipping address provided by me in this agreement.
  - B. I understand that someone at the shipping address provided by me must provide a signature upon delivery of the TestMasters lesson books.
  - C. I understand that the signature of any person at the shipping address provided by me is sufficient for the acceptance of the TestMasters lesson books.
9. TUTOR AVAILABILITY
  - A. I understand that I can receive private tutoring only if a TestMasters tutor is available. If a tutor is not available for a portion of the requested tutoring time, a pro-rated refund will be issued by TestMasters to compensate me for any outstanding hours.
10. CANCELLATION/SCHEDULE CHANGES
  - A. I understand that any changes to scheduled tutoring appointments must be made at least 48 hours prior to the time of the original appointment. I further understand that if I fail to meet at the scheduled time, or arrive late, I will forfeit the tutoring fees for any time that I miss.
11. BREACH OF AGREEMENT
  - A. In the event that TestMasters determines that any of the aforementioned covenants have been breached by me, in addition to all other remedies TestMasters has against me, I agree that TestMasters can stop providing tutoring services to me without a refund.
12. INTEGRATION
  - A. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between TestMasters and me pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.
13. SEVERANCE
  - A. If any provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not thereby in any way be affected or impaired.
14. AMENDMENTS
  - A. This Agreement may not be changed orally, but instead, only by a subsequent agreement in writing signed by both TestMasters and me.
15. PERSONAL JURISDICTION
  - A. I agree that this agreement shall be governed by California law, and any litigation arising out of this agreement shall be commenced in Los Angeles County, California. To adjudicate any such litigation, I consent to the jurisdiction of the California courts even if my residence is in another state or country and I would not otherwise be subject to such jurisdiction.
16. ATTORNEYS' FEES
  - A. I hereby accept all of the above covenants, policies, and stipulations with respect to the TestMasters Private Tutoring Program as binding and effective from and after the date of my enrollment. Furthermore, I agree that in any legal action arising out of this agreement, the prevailing party shall be entitled to recover the reasonable attorneys' fees incurred by such party in the proceeding.
17. REFUND POLICY
  - A. I understand that once TestMasters has secured private tutoring and I have signed this agreement, I am not entitled to any refund of the tuition, regardless of whether or not I have received the private tutoring.
  - B. I understand that any purchase of the TestMasters Materials is non-refundable.

Please sign this agreement and submit it to TestMasters via e-mail, facsimile, or mail.

E-mail: send as a PDF to [tutoring@testmasters.net](mailto:tutoring@testmasters.net)  
 Facsimile: (424) 702-3350  
 Address: 1620 26th Street, Suite 1000 North, Santa Monica, CA 90404

I have read this 2-page agreement in its entirety and I hereby accept all of the above covenants, policies, and stipulations with respect to the TestMasters LSAT Private Tutoring Program as binding and effective from and after the date of my enrollment.

X \_\_\_\_\_  
 Signature of Student \_\_\_\_\_ Date \_\_\_\_\_

Office Use Only	
Processed	<input type="checkbox"/>
Date	_____
Employee	_____