

TestMasters SAT 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	

Parent Contact Information

Parent/Guardian Name	Primary Phone	E-Mail Address
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Payment Method (Please select method of payment)

Credit Card Check Money Order 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: \$100 per hour Please specify the number of hours you would like to purchase: _____	10-Hour Private Tutoring Package: \$850 25-Hour Private Tutoring Package: \$1900 The Platinum Private Tutoring Package: \$4250 (Materials Included)
Telephonic/Online tutoring: \$50 per hour Please specify the number of hours you would like to purchase: _____	10-Hour Private Tutoring Package: \$450 25-Hour Private Tutoring Package: \$1000 The Platinum Private Tutoring Package: \$2250 (Materials Included)

TestMasters Course Materials

TestMasters SAT Coursebooks: \$375

Student Agreement and Signature

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

1. REGISTRATION

- I certify that I am enrolling in the TestMasters Private Tutoring Program to increase my SAT 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 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 understand that I am enrolling in a course offered by TestMasters, a test preparation company headquartered in Santa Monica, California. I have done my research and I am certain that this is the company that I have chosen to help me prepare me for the SAT. I understand that there may be other test preparation companies that operate using the name TestMasters, and I acknowledge that I am seeking test preparation services from the TestMasters headquartered in Santa Monica, California and not any other test preparation company that uses the TestMasters name.
- 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.

2. PURCHASING TESTMASTERS MATERIALS

- I understand that the TestMasters SAT Materials include, but are not limited to, the twelve Full-length TestMasters SAT Coursebooks, and any Online Material provided in the TestMasters Online Resource Center.
- I agree that any TestMasters Course 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 2B, Section 2C, or Section 2D of this agreement violates the copyrights of TestMasters.
- 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 2B, Section 2C, Section 2D, or Section 2F of this agreement, I will return the TestMasters Materials to TestMasters at my own expense within three business days.

3. 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. **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 The College Board's policies pertaining to the administration of the SAT, including, but not limited to any act that constitutes cheating on the SAT.
 - D. I understand that TestMasters will notify The College Board of any breach of Section 4C of this agreement.
5. **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.
6. **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.
7. **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.
8. **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.
9. **CANCELLATION/SCHEDULE CHANGES**
 - A. I understand that any changes to scheduled tutoring appointments must be made at least 24 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.
10. **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.
11. **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.
12. **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.
13. **AMENDMENTS**
 - A. This Agreement may not be changed orally, but instead, only by a subsequent agreement in writing signed by both TestMasters and me.
14. **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.
15. **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.
16. **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
 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 SAT Private Tutoring Program as binding and effective from and after the date of my enrollment.

X _____
 Signature of Student Date

X _____
 Signature of Parent/Guardian if student is under 18 years of age Date

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

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