

# **WNYYMBL Youth Services Contract**

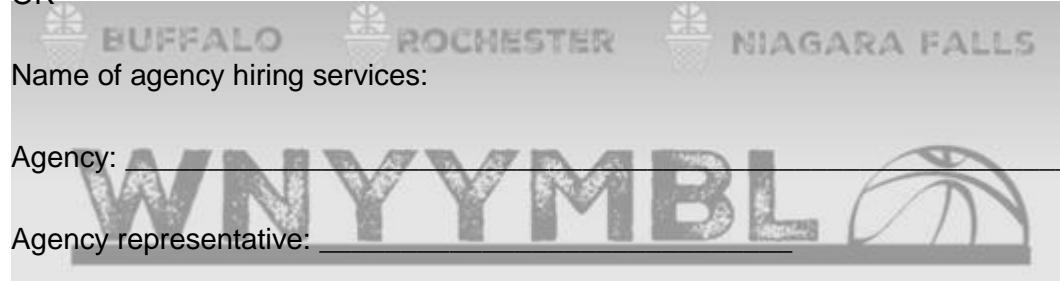
## **Tutoring/Mentoring/Summer Camp Contract**

THE PARTIES TO THIS AGREEMENT ARE

Name of the youth services organization: **WNYYMBL, inc.**

Name of person hiring services:

OR



Name of agency hiring services:

Agency:

Agency representative:

Address:

**Name of Student:**

Address (if different from  
above):

**Contact Number and Email:**

**Email:**

**Number:**

Circle which service you are contracting:

### **OF INDIVIDUAL SESSIONS**

tutoring      mentoring      summer camp

Whereas the Tutor/Mentor shall provide tutoring/mentoring to the Student in the following area/s or subject/s:

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**FEES PAYABLE TO THE AGENCY**

Complete one of the following rates:

**Hourly Rate**

Fees shall be calculated at a rate of (\$\_\_\_\_\_) dollars per hour of tutoring. These fees shall include charges for traveling (pick up, drop off, field trips, etc.) and no other fees shall apply.

**Monthly rate**

Fees shall be calculated at a rate of (\$\_\_\_\_\_) dollars per month of tutoring. These fees shall include charges for traveling (pick up, drop off, field trips, etc.) and no other fees shall apply.

**PAYMENT**

Payment shall be made immediately upon completion of a tutoring session.

OR

Payment shall be made in advance. Date of payment: \_\_\_\_\_

Accepted methods of payment:

Cash

Check

Other \_\_\_\_\_

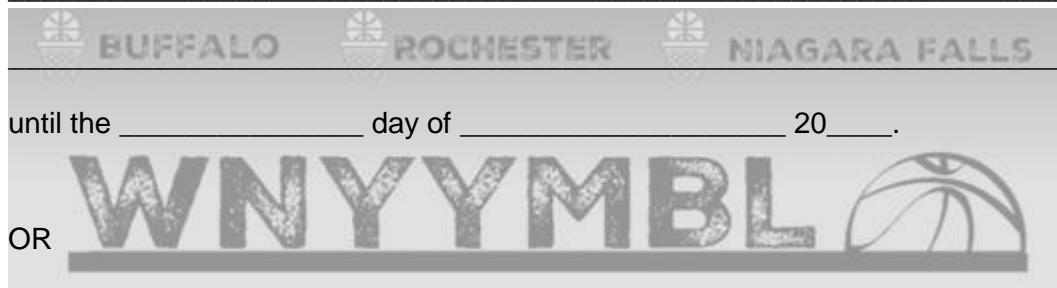
Name of person responsible for the payment of fees:

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### **SCHEDULE OF LESSONS**

Tutoring/mentoring/summer camp shall commence on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_ and thereafter at the following times:

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until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

OR

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Tutoring/mentoring/summer camp shall commence on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_ and thereafter on an *ad hoc* basis as mutually agreed upon by  
Tutor/Mentor and Student or above-mentioned representative.

### **CANCELLATION OF INDIVIDUAL SESSIONS BY STUDENT**

The Student/Student Representative may cancel tuition due by giving at least 24 hours prior notice to the agency in which case no tuition fees will be incurred. Sessions not attended by the student without giving 24 hours prior notice to the agency shall be charged at the full rate.

OR

Fees are based upon the Student's undertaking to attend all sessions as stipulated in the schedule above and no discount or refunds shall be given in respect of lessons not attended by the Student.

### **CANCELLATION OF INDIVIDUAL SESSIONS BY TUTOR**

The tutor/mentor may cancel sessions by giving 24 hours prior notice to the Student/Student Representative in which case no fees shall be incurred. Where a lesson was pre-paid, the tutor shall reschedule the appointment at a time agreeable to both parties, failing which the Student shall be refunded with such a missed lesson fee.

## **LATE ARRIVAL**

Fees are calculated according to the times stipulated in the schedule and no adjustment shall be made for time lost because of late arrival by the Student.

Any lost time because of the late arrival of the tutor/mentor shall be compensated for by extending a session by mutual agreement and by such amount of time that was lost.

## **OBLIGATIONS OF THE TUTOR/MENTOR**

\* The Tutor/Mentor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student.

\* The Tutor/Mentor shall keep confidential all information of the Student and shall contact other parties involved in the education of the Student only if given written permission by the Student to do so.

\* The Tutor/Mentor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Student or Student's above-mentioned representative.

\* The Tutor/Mentor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

## **OBLIGATIONS OF THE TUTORED STUDENT**

\* The Student undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.

\* The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work timeously.

## **NO WARRANTIES**

The Tutor/Mentor makes no promises or warranties with regards to a Student's performance as a result of any tutoring/ mentoring provided.

## **STATUS OF THE TUTOR/MENTOR**

It is expressly understood that the Student retains the services of the Tutor/Mentor as an employee of WNYYMBL, inc.

## TERMINATION

This contract may be terminated by either party at any time by giving the other party (\_\_\_\_) days prior written notice.

## RELAXATION OF TERMS

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights 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.



Where the Student is a legal minor, the Parent/Guardian or Parent/Guardian assigned schooling agency shall enter into this tutoring/mentoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Tutor/mentor signature:**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Signature of Contracting Representative:**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Student(s) signature (if applicable):**

**OFFICE USE ONLY**

WNYYMBL SUPERVISOR INITIALS: \_\_\_\_\_

DATE: \_\_\_\_\_