

TUTORING AGREEMENT – WRITE SEATTLE LLC

1. **PARTIES.** This Tutoring Agreement (the “Agreement”) is made between:

Client

Name:

Address:

AND

Write Seattle LLC

5339 Roosevelt Way NE #2, Seattle WA 98105

Welcome to Write Seattle! This Agreement covers the tutoring services Write Seattle LLC will provide and the Client’s payment for those services, under the following terms:

2. **SERVICES.** Write Seattle LLC agrees to provide academic tutoring to the Client, the Client’s child, or a minor under the Client’s guardianship (referred to here as the “Student”). The tutor provided by Write Seattle LLC (the “Tutor”) will help the student work towards goals set out by the Client.
3. **LOCATIONS.** Depending on the Client’s preferences, the Tutor will either meet the student online via video call or in person. In-person sessions will often take place at one of the Tutor’s “Home Libraries.” In-home sessions are also available by request.
4. **FEES.** The Client agrees to pay Write Seattle LLC for tutoring services according to the following fee schedule:

For weekly online tutoring sessions that are one hour or longer: \$70.50/hour (apart from exceptions below).

For weekly in-person tutoring sessions, one hour or longer, at one of the Tutor’s Home Libraries: \$78.00 for the first hour of each session, and \$70.50/hour for any time thereafter (apart from exceptions below).

For weekly 45-minute sessions: \$63.00 for online tutoring & \$70.50 for in-person tutoring at one of the Tutor’s Home Libraries.

For as-needed or short-term scheduling: the above rates apply, plus an additional \$10/hour.

For sessions with multiple students simultaneously: the above rates apply, plus an additional \$15/hour for each additional student.

For college admissions essay support: \$97/hour whether sessions are in-person or online, scheduled regularly or as-needed. It is also \$97/hour, pro-rata, for asynchronous document review.

For structured literacy intervention from one of the tutors listed on our Dyslexia, Dysgraphia, & Literacy Tutoring page: \$97/hour whether sessions are in-person or online, scheduled regularly or as-needed.

For dissertation, post-graduate fellowship application, or grant writing support: \$120/hour whether sessions are in-person or online, scheduled regularly or as-needed. It is also \$120/hour, pro-rata, for related asynchronous document review.

In all other cases, such as for in-home sessions, the fees will be set out explicitly in writing before sessions take place and agreed to by both Write Seattle LLC and the Client. Any agreement about fees made in writing in advance of sessions and accepted by both Write Seattle LLC and the Client will supersede the above fee schedule.

Write Seattle LLC reserves the right to increase rates. Write Seattle LLC will provide at least 60 days' notice of any scheduled rate increases in an email sent to the email address on file, the email address at which the Client receives invoices. By continuing to schedule sessions with the tutor after the date of the indicated rate increase, or by failing to terminate this Agreement within the notice period, the Client agrees to pay the increased rate.

5. RESCHEDULING, CANCELLATION, AND ILLNESS. The Client agrees to Write Seattle LLC's cancellation policy:

The Client must provide the Tutor 48 hours' written notice—over email or text message—to reschedule or cancel a scheduled session without being charged. If sufficient notice is not given, or if the Student does not show up for the session, the Client will be responsible for the full cost of the scheduled session.

An exception to the above will be made for Student illness: instead of 48 hours' notice, the Client must give at least 6 hours' written notice to reschedule or cancel a session when the Student's illness is the cause.

6. SESSIONS WITH MINORS. The Client agrees that if the Student is under 18 years old, all tutoring will take place in rooms openly accessible to other adults. For in-home sessions with a Student who is under 18 years old, a parent or guardian will be at home at all times, and sessions will take place in an open part of the home like the kitchen or living room, not in a bedroom or office. All written communication regarding scheduling, sessions, and invoices should be directed to and from the parent or guardian, not the Student directly.

7. INVOICES AND ADDITIONAL FEES. The Client agrees to receive invoices over email after each month for all the previous month's sessions and to pay the invoice within seven (7) days of its being sent. The Client agrees to use one of the following payment methods: Zelle transfer, Direct Debit (ACH bank transfer via GoCardless), credit card, Apple Pay, Google Pay, or Link (the latter four all processed via Stripe). Instructions for each payment method are included on each invoice email.

Direct Debit allows Write Seattle LLC to automatically collect payment from the Client's bank account on the invoice due date, as per the Direct Debit Policy Addendum attached hereto.

The Client understands that payments processed via Stripe (credit card, Apple Pay, Google Pay, and Link) will incur a 2.9% processing surcharge.

The Client understands that if an invoice remains unpaid nine days after issuance, a late fee of 5% of the outstanding balance will be assessed. If Write Seattle LLC needs to take steps to collect an overdue balance—such as using a collections agency or filing a claim—the Client is responsible for any reasonable costs associated with that collection.

If a Direct Debit ACH payment is rejected for any reason (such as insufficient funds or incorrect bank account information) a \$5 fee will be added to the Client's outstanding balance to cover the associated processing cost.

8. PRIVACY. Write Seattle LLC collects personal information from the Client—including name, address, email address, and payment information—solely for the purpose of providing the tutoring services described in this Agreement and processing payments. This information will not be shared with third parties except as necessary to fulfill those purposes (e.g., payment processors), and will be handled in accordance with applicable Washington State law.

9. NO WARRANTIES. Tutoring is meant to support the Student's learning, but every student's progress depends on many factors outside Write Seattle LLC's control. Write Seattle LLC cannot promise specific results such as higher grades, test scores, or admissions outcomes.

10. LIMITATION OF LIABILITY. Write Seattle LLC and its tutors will always do their best to provide safe, professional, and effective tutoring. However, Write Seattle LLC cannot take responsibility for things outside our control, such as internet or technology problems, travel to and from sessions, or unexpected events at public venues. The Client is

responsible for the Student's safety and behavior during sessions. If any issue does arise, the most Write Seattle LLC can be responsible for is refunding the amount the Client has paid for the tutoring services connected to that issue. The Client agrees to hold Write Seattle LLC and its tutors harmless from any claims arising from the Student's travel to and from sessions, the Student's behavior, or conditions at locations not controlled by Write Seattle LLC.

- 11. RELAXATION OF TERMS.** Any time a party chooses not to enforce a right under this Agreement, or waives enforcement of a breach, it doesn't mean they give up that right in the future. This agreement can still be fully enforced at any later time.
- 12. TERMINATION.** The Agreement may be terminated by either party at any time with 48 hours' written notice. Termination of this Agreement does not extinguish any outstanding payment obligations. Any invoices issued prior to the termination date remain due and payable in full, including any applicable late fees.
- 13. GOVERNING LAW.** This Agreement will be governed under the laws of the State of Washington. Any disputes arising under this Agreement will be resolved in King County, Washington.
- 14. CHANGES TO THIS AGREEMENT.** Write Seattle LLC may update the terms of this Agreement from time to time. We will notify the Client of any material changes by email at least 30 days in advance. If the Client continues to schedule sessions after the effective date of the change, the Client is agreeing to the updated terms. The most current version of this Agreement will always be available at writeseattle.com.
- 15. ENTIRE AGREEMENT.** This Agreement (including any addenda) is the entire agreement between the parties and supersedes any prior conversations, emails, or understandings about the topics it covers.

By signing below, the Client agrees to the terms of this Agreement. This Agreement is issued by Write Seattle LLC and is effective once signed by the Client.

Client Signature: _____ **Date:** _____.

ADDENDUM: DIRECT DEBIT POLICY

This Addendum forms part of the Tutoring Agreement between the Client and Write Seattle LLC and sets out the terms governing the optional Direct Debit payment method.

1. WHAT IS DIRECT DEBIT?

Direct Debit is an optional payment method that allows Write Seattle LLC to automatically collect invoice payments directly from the Client's bank account on the invoice due date. This means the Client does not need to manually initiate a payment each month. Direct Debit is processed securely through GoCardless, a licensed payment provider. To set up Direct Debit, the Client may follow the instructions included on each invoice.

2. AUTHORIZATION

By setting up a Direct Debit through the invoice, the Client authorizes Write Seattle LLC to collect payments from the Client's nominated bank account via GoCardless. This authorization will remain in place until cancelled by the Client or by Write Seattle LLC.

3. PAYMENT COLLECTION AND ADVANCE NOTICE

After the Client signs up for Direct Debit, the Client will continue to receive invoices as usual. Payments will be collected on or after the due date shown on the invoice. GoCardless will provide at least 2 days' notice before collecting any payment, delivered via email to the address on file.

4. FAILED PAYMENTS

If a Direct Debit collection is rejected by the Client's bank for any reason (including but not limited to insufficient funds or incorrect bank account information) a \$5 fee will be added to the Client's outstanding balance. Write Seattle LLC will notify the Client by email of the failed collection and may either reattempt collection or request payment by another method.

5. CANCELLATION

The Client may cancel their Direct Debit mandate at any time by sending an email to info@writeseattle.com, or by contacting their bank directly. Cancelling a Direct Debit mandate does not cancel any outstanding invoices or this Agreement, which remain in full force.

6. REFUNDS AND DISPUTES

If the Client believes a payment has been collected in error, the Client should contact Write Seattle LLC immediately via email (info@writeseattle.com) or phone (206-960-8047). Write Seattle LLC will investigate and, where appropriate, process a refund within 5 business days. The Client also has the right to request a refund from their bank directly.

7. CHANGES TO THIS POLICY

Write Seattle LLC reserves the right to update this Direct Debit Policy at any time. Write Seattle LLC will provide reasonable notice of any material changes to the email address on file.