



This Agreement (the "agreement") is entered into on this day by and between Hammer Prep, Inc, a California corporation ("Hammer") and Full Name: Burhan Jamil("Parent" or "Parents") to provide tutoring services for Student's Full Name: Burhan Jamil ("Student").

## Tutoring Policies

Reschedule and Cancellation Policy: Student or Parent is responsible for scheduling directly with Tutor. **Notifications of changes to schedule must be conveyed directly to Tutor at least 24 hours in advance of the scheduled appointment. Any attempts to change an appointment within 24 hours of a scheduled tutoring session will result in a charge of the full amount of the time booked.** Tardiness and Missed Sessions Policy: Hammer offers no prorating or refunds due to tardiness or missed appointments. Tutor Guarantee: If Student or Parent is dissatisfied with the quality of instruction at any time, Hammer will attempt to place Student with another tutor. Tutor Placement: Hammer limits its student enrollment in order to provide a highly personalized service. If Student cannot meet at least once per week with Tutor, Hammer reserves the right to suspend Student's enrollment with no refund. Additionally, Hammer does not guarantee specific tutoring days or times to Student. Results Guarantee: Hammer does not guarantee Student's scores or grades will improve.

## Tutoring and Test Preparation Fees

Fees: All tutoring is one-to-one and billed by the hour. Rates are dependent on the subject matter and experience level of the tutor. Rates are subject to change at any time.

Test Prep	Academic Tutoring	College Applications and Essays
\$130/hr - Pro	\$100/hr	\$175/hr
\$160/hr - Premier		\$2,500/week for summer workshop

Membership Fee: Hammer charges a non-refundable membership fee of \$250 for SAT and ACT programs. Membership fee covers the cost of weekly proctored tests, course books, online accounts, and printed materials. If Student or Parent elects to add or change the exam type (e.g. SAT to ACT), additional fees for materials may be required. Billable Time: Hammer bills by the hour with a typical meeting length of 1.5 hours and a minimum billable time of 1 hour per meeting. The final 10 minutes of each meeting is used by Tutor to organize notes, schedule, and correspond with parents. Late Payment: Invoices are due upon receipt. If an invoice is not paid within 14 days of the invoice due date, Student's account will incur a one-time late payment fee of \$40. Thereafter, the outstanding balance, less one-time late fee charge, shall accrue interest at the rate of 12 percent per annum (1 percent per month) until the balance is paid in full. Accepted Payment Methods: Parent has the choice to keep a credit card on file or to pay in advance by cash or check. We accept Visa, Mastercard, and American Express. **For payment by cash or check**, Hammer requires a payment of \$2000 to begin tutoring. Any time the credit balance is below \$200, a payment of \$2000 is required. Make checks payable to Hammer Prep, 11526 Sorrento Valley Rd, Ste. A1, San Diego, CA 92121. Payment Authorization: Parent authorizes Hammer to charge the credit card on file for any outstanding balance.

## Practice Tests

Schedule a Practice Test: Student or Parent is responsible for registering for a practice test at <https://www.hammerprep.com/practice-tests>. Since Hammer has a limited number of seats available for each test, Hammer cannot guarantee availability for a specific test date. Cancellation of Practice Tests: If Student or Parent registers for a practice test but cannot attend, Student or Parent must notify Hammer at least 24 hours in advance of scheduled test. Honor Code: Hammer has a zero tolerance policy for cheating. If Student is caught cheating during an exam, Hammer reserves the right to immediately terminate tutoring. Additionally, if Student becomes a distraction to other students in the testing room, Hammer reserves the right to terminate practice test privileges. Test Results: Hammer makes every attempt to post Student's score report within 24 hours to Student's <http://www.scoremytest.com> account. All exams must be reviewed at our office, and will be disposed of after two



weeks. Disclaimer: Hammer reserves the right to cancel or reschedule any practice test. Hammer reserves the right to deny Student from taking a practice test for any reason.

## Privacy and Non-Solicitation

Trade Secrets: Student and Parent will not redistribute any materials provided by Hammer without prior written consent from Hammer. Non-Solicitation: Student and Parent will refrain from soliciting or hiring any private tutor of Hammer to provide similar services to Student or any family member, except through Hammer. Privacy: Hammer agrees not to share Student's information without prior written consent from Parent.

## General Terms

Guidance: Hammer will occasionally make recommendations about tests and test dates, as well as provide data on colleges. While Hammer makes every attempt to provide accurate information, Hammer cannot guarantee the accuracy of information provided. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of California. Terminate the Agreement: Either party may terminate tutoring at any time by giving written notice to the other party. Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect. Attorneys' Fees: If any party commences or is made a party to any litigation, arbitration, mediation or other judicial or administrative proceeding ("proceeding") to enforce, interpret or obtain a declaration of rights under this agreement, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and costs. The terms and conditions of working with Hammer Prep Inc., which are set forth above, are accepted and agreed to by:

Signature:

A handwritten signature in black ink, appearing to be "BurhanJamil".

Name: BurhanJamil

Date: 05/31/2019

A handwritten signature in blue ink, appearing to be "Jesse Roselin".

Jesse Roselin, CEO

A handwritten signature in blue ink, appearing to be "Anna Schell".

Anna Schell, COO