

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into, as of this ____ day of ____ 20__ by and between _____ (parent and/or guardian) (hereinafter referred to as "Client"), and LEADING AND LEARNING, INC. (hereinafter referred to as "L&L").

WHEREAS, the Client requires certain professional tutoring or consulting services; and,

WHEREAS, L&L represents that it is capable of providing such services:

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be on the date of its execution by both parties.

ARTICLE 2 - SERVICE TO BE PERFORMED

L&L will provide Client with tutoring services. Such services will be performed by a suitable tutor selected by L&L and Client who is qualified to provide the tutoring desired by the Client.

All services to be performed hereunder shall be performed at a time and location mutually agreed to by Client and the assigned tutor. Consulting services will be performed at a time and location mutually agreed to by Client and L&L.

All tutoring sessions will be measured in an initial hour increment and 30 minute increments thereafter.

Client or the assigned tutor may cancel a particular tutoring or consulting session by notifying the other party at least 24 hours in advance. The party canceling the session is responsible for contacting the other party directly either through phone, email, or in person.

Failing timely notification of cancellation, Client shall be responsible to pay tutor or L&L for the scheduled session, for the scheduled duration.

ARTICLE 3 - COMPENSATION

The Client shall pay L&L \$80.00 per hour of tutoring. The Client must make an upfront payment of \$300 before the first session begins. All tutoring sessions, including Test Preparation Courses, will be paid in advance in increments of 5 hour blocks. In the event that payment is not made before any given session, L&L reserves and will exercise the right to charge the client's credit card on file. L&L will not bill for time spent by the Tutor traveling to and from Client.

Client may choose to pay L&L via credit card, including MasterCard, Visa, American Express or Discover, as well as through Paypal or check (electronically). Clients will be charged the

amounts according to the agreements with their respective credit card companies. Any credit card used must be under the name of the Client, or if under 18 years of age, under the name of the Client's parent or legal guardian. In the event that the Client wishes to change any details of the credit card, he/she must contact L&L directly. The Client must fill out the credit card details and indicate his/her approval below.

Payment Methods:

1. Billing address: [#ADDRESS#]
2. Preferred Payment Method: or Check or Credit Card or Cash or Paypal
3. Credit Card Details (fill in if using the credit card option):
 - i. Credit Card Type or Visa or MasterCard or AMEX
 - ii. Name [#BNAME#]
 - iii. Credit Card Number [#CCN#]
 - iv. Card Verification Number [#CVV#]
 - v. Expiration Date [#EXP_DATE]

Client agrees not to make any payments directly to an assigned tutor.

ARTICLE 4 - STANDARD OF CARE

L&L shall exercise the same degree of care, skill, and diligence in the performance of the services hereunder as is ordinarily provided by other tutoring services.

ARTICLE 5 - COMPLIANCE WITH LAWS

In performance of the Services, L&L will comply with any applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 6 - TERMINATION OF AGREEMENT

Client shall have the right to terminate this Agreement without cause and at any time upon written notice to L&L. Any outstanding bill, however, must be paid immediately in such event.

Client shall direct any complaints about a tutor to L&L president Erik Shane, PhD. L&L is committed to providing the highest quality of tutoring services and will work with the Client and the tutor to resolve any issue that may arise.

If the level of tutoring provided by the current tutor is unacceptable to the Client, he/she may request a new tutor from L&L. Since sessions are at the discretion of the Tutor and the Client, the Client should call L&L's office with the request. The Client is requested to provide reasons for desiring a switch and preferences while making the request so L&L can find the best-suited replacement. L&L shall exercise its best efforts to obtain a replacement tutor for Client within a reasonable time.

L&L shall have the right to terminate or suspend performance of Services hereunder upon written notice to the Client.

ARTICLE 7 - WAIVER OF LIABILITY

Client, on behalf of him or her self, Client's family, children, heirs, successors, assigns or anyone else claiming any interest through Client, hereby knowingly, intentionally, and voluntarily waives, releases, indemnifies, and agrees to hold harmless Erik Shane and L&L, together with its owners, officers, employees, agents, representatives, successors in interest and assigns (the "Released Parties") from any and all actions, suits, claims, damages, liability, and loss (including attorney fees and costs), that Client, on behalf of him or her self, Client's family, children, heirs, successors, assigns or anyone else claiming any interest through Client, may have for any damage, injury, loss or death to Client, Client's family, children, heirs, successors, assigns or anyone else claiming any interest through Client, or any other person or property, arising out of or related to the provision of services under this agreement, whether such damage, injury, loss or death results from negligence of any of the Released Parties or from some other cause.

Client understands that this is a legally binding liability release, waiver, express assumption of risk, indemnification, and covenant not to sue that limits Client's rights. By signing this agreement Client understands that client forever gives up all rights to recover compensation or obtain any other remedy for any injury or damage to Client, Client's family, children, heirs, successors, assigns or anyone else claiming any interest through Client or Client's property arising out of the provision of services under this agreement.

ARTICLE 8 - CONFIDENTIALITY

Client will not disclose, communicate, disseminate and/or publicize, or cause or permit to be disclosed, communicated, disseminated or publicized this agreement or the terms and conditions of this Agreement directly or indirectly, specifically or generally, to any person, business, organization, corporation, association, governmental agency, except as follows: (1) to the extent necessary to report income to appropriate taxing authorities; (2) to their attorneys and accountants; (3) in response to requirements of law or a subpoena issued by a state or federal court or governmental agency, provided, however, that notice of receipt of such judicial order or subpoena immediately shall be communicated to L&L telephonically, and confirmed thereafter in writing so that L&L will have the opportunity to intervene to assert what rights it may have in non-disclosure prior to any response to the order or subpoena.

ARTICLE 9 - UNCONTROLLABLE FORCES

Neither the Client nor L&L shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed

from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 10 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Dade County and the Agreement will be interpreted according to the laws of Florida.

IN WITNESS WHEREOF, the Client and L&L have executed this contract as of the day and year first above written

LEADING AND LEARNING, INC.

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

