

Ground Instruction Agreement

March 20, 2024

By purchasing "PPC Ground School - Summer 2024" you are agreeing to the terms of this contract.

This agreement is between you, the buyer
(hereinafter "Client")

and

Carly Chamerlik
hello@carlychamerlik.com
514 S. Willow Avenue
#1030
Cookeville, TN 38501
United States
(hereinafter "Instructor")

1. Fees Payable to the Instructor

Program fees are calculated at a rate of \$35/hour for instruction time. No further fees shall be charged for the preparation time of the Instructor. Program fees are non-refundable at the time of purchase.

2. Schedule of Lessons

Instruction will take place on Tuesday and Thursday evenings from 6pm to 8pm Central Time beginning May 14, 2024 and ending June 20, 2024. The Client will be given the opportunity to schedule two (2) additional 30-minute sessions with the Instructor at a time mutually agreed upon by the Client and the Instructor. Any sessions not scheduled by June 20, 2024, are non-refundable and non-transferable.

3. Late Arrival and Change of Schedule

Fees are calculated according to the scheduled time agreed upon by the Instructor and the Client. No adjustment to fees shall be made for time due to late arrival by the Client or by early termination of session by the Client. Any lost time due to the late arrival of the Instructor shall be compensated by extending a lesson by mutual agreement and by such amount of time that was lost. The Instructor agrees to wait fifteen (15) minutes from the time of the scheduled session for the Client's arrival before considering that session canceled without sufficient prior notice. Any session canceled without sufficient prior notice is non-refundable and non-transferable.

4. Obligations of the Instructor

The Instructor 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 Client. The Instructor shall keep confidential all information of the Client and shall contact other parties involved in the education of the Client only if given written permission by the Client, or Client's guardian, to do so.

5. Obligations of the Client

The Client undertakes to assist the Instructor in identifying problem areas in which the Client needs specific instruction. The Client agrees to provide their own materials needed for each tutoring session. The Client agrees that assignments, exercises, and homework form an integral part of ground instruction and will complete such work promptly and to the best of their ability.

6. No Warranties

The Instructor makes no promises or warranties with regards to a Client's performance as a result of any instruction provided.

7. Status of the Instructor

It is expressly understood that the Client retains the services of the Instructor as an independent contractor and not as an employee.

8. Relaxation of Terms

No relaxation, indulgence, waiver, or release by any party of any of the rights or 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.

9. Whole Agreement

This agreement constitutes the understanding between the Instructor and the Client concerning the subject matter thereof. 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 Client is a legal minor, the parent/guardian shall enter into this tutoring contract on behalf of the Client and shall accept and agree to all the terms and conditions contained herein on behalf of the student.