



SAT® & ACT® Prep Programs

SAT Preparation Class Terms & Conditions of Service – Effective 8/18/2014

This Agreement is entered into by the below-named parent or guardian (the “Customer”) in connection with the provision by Frontier Tutoring LLC (the “Company”) of classroom instruction to the Customer’s enrolled student or students (each a “Student” and collectively the “Students”) as part of the Frontier Tutoring SAT® Preparation Class (the “Class”). This Agreement is entered into as of the date of the Class selected by the Customer on the enrollment form.

1. PAYMENT LIABILITY POLICY

a. Budgeting of Funds. If the Customer pays for classes out of his or her Student’s charter school allotment, a feature available only to certain individuals attending certain charter school programs whose funding is accepted by Frontier Tutoring, he or she shall properly budget and allocate all necessary funding and ensure that all other necessary actions have been taken in order that the charter school is able to pay the Company in a timely manner after each submitted invoice without Customer-induced administrative delay. If the Customer personally pays for classes, he or she shall pay the Company upon receiving a written invoice from the Company in accordance with the terms of the invoice, unless he or she provides his or her credit card information upon enrollment, in which case the credit card shall be billed for the full amount of the Class upon submission of such enrollment.

b. Payment of Full Class Price, Regardless of Attendance. The Customer agrees to pay the full price for the Class (ordinarily \$795 or \$845 per Class, or the price separately specified in writing to the Customer by the Company) regardless of absences or withdrawal from any class. In the event that the Customer is paying out of his or her Student’s charter school budget and such charter school refuses to pay from the Customer’s budgeted funds, the Customer shall pay the Company any remaining balance due upon receiving a written invoice from the Company in accordance with the terms of the invoice. The Customer acknowledges that upon submitting an enrollment form for the Class, the Customer is liable for paying the full Class price, regardless of the number of Class meetings the Student attends, including situations in which the Student never attends any Class meeting.

2. ATTENDANCE, DROP-OFF/PICK-UP, AND TIMES OF SUPERVISION.

a. Notice of Absence. In the event that a Student will be late to or absent from any class, the Customer shall provide notice to the Company of the absence by taking either of the following actions: (i) Calling or emailing the class instructor(s), as applicable, or (ii) Calling or emailing the Company office at 907-268-4233 or info@frontiertutoring.com, respectively.

b. Drop-Off/Pick-Up; Period of Supervision. The Customer shall drop-off his or her Student on time (at the start of each Class meeting). The Customer shall pick-up his or her Student no later than the end of each Class meeting. Class meeting start and end times shall be determined by the Class syllabus



provided to the Customer upon confirmation of enrollment. The Company shall not be responsible for supervising any Students outside of the times of the Class meetings scheduled.

3. CHANGES TO CLASS.

The Company reserves the right to change the instructor, Class schedule, Class syllabus, Class content, and all other attributes of any Class at any time at its sole discretion. In the event of the cancellation of any Class meeting, or of the Class as a whole, the Company shall be entitled to collect only the proportional amount of the Class price reflecting instruction that has already taken place.

4. CHANGES TO AGREEMENT.

This Agreement cannot be modified except in writing by an authorized named executive officer of the Company and no oral modification, waiver, or interpretation shall be valid. The Company reserves the right to modify the terms of this Agreement at any time. In the event of such change, the Company shall provide written notice to the Customer. Should the Customer object to any new Agreement, he or she shall be entitled to withdraw his or her Student from the Class and shall be obligated to pay only the proportional amount of the Class price reflecting the instruction that has already taken place.

5. AUTHORIZATION TO CONDUCT PHOTOGRAPHY.

The Customer hereby grants the Company permission to use his or her Student's likeness in photographs in any and all of its publications, including website entries, without payment or any other consideration. The Customer understands and agrees that these materials will become the property of the Company and will not be returned. The Customer hereby irrevocably authorizes the Company to edit, alter, copy, exhibit, publish or distribute these photographs for purposes of publicizing the Company's class or for any other lawful purpose. In addition, the Customer waives the right to inspect or approve the finished product, including written or electronic copy, wherein his or her Student's likeness appears. The Customer waives any right to royalties or other compensation arising or related to the use of these photographs. The Customer hereby holds harmless and releases and forever discharges the Company from all claims, demands, and causes of action which the Customer and his or her heirs, representatives, executors, administrators, or any other persons acting on his or her behalf or on behalf of his or her estate have or may have by reason of this authorization.

6. AUTHORIZATION TO CALL FOR OR ADMINISTER MEDICAL ATTENTION.

The Customer grants his or her authorization and consent for any designated employee of the Company to administer general first aid treatment for any minor injuries or illnesses experienced by his or her Student. If the injury or illness is life threatening or results in the need for emergency treatment, the Customer authorizes any designated employee of the Company to summon any and all professional emergency personnel to attend to, transport, and treat the Student and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician,



surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state of Alaska.

7. CHOICE OF LAW AND SEVERABILITY.

This Agreement shall be interpreted in accordance with the laws of the State of Alaska (except their provisions governing the choice of law). If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is rendered illegal by any present or future statute, law, ordinance or regulation (collectively the “Law”), then such provision shall be curtailed or limited only to the minimum extent necessary to bring such provision into compliance with the Law. All the other terms and provisions of this Agreement shall continue in full force and effect without impairment or limitation.

8. WAIVER OF LIABILITY.

The undersigned, on behalf of himself or herself and on behalf of his or her Student (collectively, the “Releasers”), releases and holds harmless Frontier Tutoring LLC and its employees, members, and agents from any and all liability for any loss, damage, injury, or expense that Releasers may suffer as a result of enrollment or participation in the Class, including, but not limited to, accidents, acts of God, sickness, terrorism, transportation, scheduling, government restrictions or regulations, and any and all expenses Releasers may incur while participating in the Class.

9. REVISIONS TO AGREEMENT

The Company reserves the right to revise this Agreement at any time. An electronic copy of the latest edition of this Agreement is available at <http://www.frontiertutoring.com/Pages/crc.aspx>.