

Terms of Service

Persist Nashville Student Agreement

This Persist Nashville Student Agreement (“Agreement”) is made on effective date of acceptance of these terms of service between “Student Name” listed in above form (“Student”) and Persist Nashville, Inc. (“Persist”). Student and Persist are sometimes collectively referred to as the “Parties” and individually as a “Party”.

Student wishes to retain the college enrollment and persistence coaching services of Persist, and Persist agrees to provide such services, in accordance with the terms and conditions of this Agreement.

Accordingly, the Parties agree as follows:

1. Definitions

The terms defined above have their assigned meanings, and each of the following terms has the meaning assigned to it:

- “Coach” means a person assigned to Student by Persist to act as a point of contact between Student and Persist.
- “Contact Information” means phone number, email address, home address, and/or attending school.
- “Emergency Fund” means one-hundred dollars (\$100).
- “Personal Information” means birthday, grade point average (“GPA”), ACT score, financial aid information, and social media handles.

2. Services

Student retains Persist to perform the following services (collectively “Services”) on behalf of Student:

- Coaching: Persist shall provide Student with a Coach.
 - Communication: Text message communication between Coach and Student with reminders, tips, and resources for the term of the Agreement.
- Communication to Student by Coach shall occur no later than one business day following the receipt of the Student text message by the Coach. Coach may meet with Student via video sessions or in person when deemed necessary by Coach.

3. Student’s Obligations

- 3.1. Commitments. Student shall: Provide honest communication with Coach; attend meetings scheduled with Coaches and Mentors; ask Coach for help when needed; engage in class, classwork, and study groups; and talk to professors when needed.
- 3.2. Updates. Student shall inform Coach if Student’s Contact Information is changed or updated.
- 3.3. Surveys. Student shall respond to all surveys provided to Student by Persist.
- 3.4. Communication. Student shall respond to text messages or return calls within two business days.
- 3.5. Best Efforts. Student shall put forth best efforts to:

4. No Guarantee

THE SERVICES TO BE PERFORMED HEREUNDER ARE COLLEGE PERSISTENCE AND ACCESS COACHING SERVICES. COLLEGE PERSISTENCE AND ACCESS COACHING SERVICES ARE VOLUNTARY, COOPERATIVE, AND STUDENT-DRIVEN. PARTICIPATION DOES NOT GUARANTEE SUCCESS, AND STUDENT SUCCESS AND RETENTION MAKES NO PROMISE OF RESULTS. RESULTS ARE ENTIRELY CONTINGENT ON STUDENT ACTIONS, BEHAVIORS, AND PARTICIPATION.

5. Cooperation of Student

Student agrees to comply with all reasonable requests of Persist and shall provide Persist personnel with access to all documents as may be reasonably necessary for the performance of Services under this Agreement.

6. Student Data.

During the term of this Agreement, Student will be asked to share their Personal Information and Contact Information with Persist and engage in communication with Student’s Coach. From time to time, Persist may utilize this information with third party data management platforms for purposes of effectively performing its Services.

7. Term

This Agreement will commence as of the Effective Date and will terminate upon Student’s enrollment into college, unless earlier terminated in accordance with the provisions of this Agreement.

8. Termination

8.1. Termination. Either Party may terminate this Agreement at any time with or without cause by giving 30 days prior written notice.

8.2. Obligations upon Termination. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. No termination of this Agreement shall entitle Student to a refund of fees paid. Student shall pay Persist for all Services rendered prior to the effective date of termination. Upon the termination of the Agreement, the Student shall promptly return to Persist any equipment, materials or other property of Persist which are in Student's possession or control.

9. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accidents, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within 5 days of its occurrence.

10. Governing Law and Venue

This Agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee, without giving effect to the principles of conflicts of law of such state. The Parties agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Davidson County, Tennessee.

11. Notices

All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (a) text message, (b) hand delivery, (c) registered mail, (d) certified mail, return receipt requested, or (e) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Persist:

Persist Nashville, Inc.
41 Peabody St.
Nashville, TN 37215
students@persistnashville.org

12. Electronic Signature

The execution of this Agreement by electronic signature or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the Parties. Such electronic signatures may be used by the Parties in lieu of the original signature page of this Agreement for any and all purposes. Additionally, any signatures of the Parties to this Agreement that are transmitted to the other Party by facsimile or email shall be deemed original signatures for all purposes.