

BRIDGES READING & WRITING INSTITUTE, INC.
Instructional Agreement

THIS INSTRUCTIONAL AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING OUR TUTORING SERVICES FOR YOUR CHILD(REN). BY CLICKING “**I AGREE**” YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

By registering with Bridges Reading & Writing Institute, Inc., a California corporation (“**BRWI**”), you (“**Parent**” or “**you**”) hereby agree to the following terms and conditions whereby BRWI will tutor Parent’s child(ren) (the “**Student(s)**”) and Parent shall pay BRWI the fees as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follow:

1. **Tutoring Services.** BRWI shall perform certain tutoring services involving various subject matters, including, but not limited to, reading and writing.
2. **Fee.** Unless otherwise agreed to by BRWI, Parent shall pay \$70.00 per hour for each Student (the “**Fee**”) unless a sibling discount applies. BRWI shall have the right to change the Fee at any time at its sole discretion upon notice to Parent.
3. **Covid Precautions.** You agree to comply with any precautions deemed by BRWI to be necessary to protect the health and safety of our teachers and students including, but not limited to the following:
 - You acknowledge that masks are currently optional but is subject to change in the sole discretion of BRWI.
 - You will keep your child at home if he or she has tested positive for Covid or been in contact with someone who has Covid.
 - You will keep your child at home if your child has a fever or any other symptoms of a cold, flu or Covid.

BRWI has the sole discretion to add or revise any precautionary measures and requirements at any time for any reason.
4. **Term and Termination.** BRWI may terminate this agreement at any time for any or no reason. Parent may terminate this agreement with 30 days written notice sent to info@brwi.org. You will be responsible for the payment of any classes within 30 days of cancellation.
5. **Absences.** Parent hereby agrees and acknowledges that there is NO REFUND for any absences for any reason including, but not limited to, vacation or illness.
6. **Late Pickup.** Parent agrees to pick up the Student(s) on time at the end of class. If the Student(s) are not picked up within 15 minutes after the end of the class, Parent agrees to be charged a \$25 late pickup fee for each occurrence.
7. **Payment of Fees; Charge for Declined Credit Card.** Parent shall pay the Fees in advance every four (4) weeks (the “**Monthly Fees**”). Parent hereby authorizes BRWI to charge the Monthly Fees to the credit card on file for the Parent. The Parent's authorization for automatic payment of the Monthly Fees will remain in full force and effect until revoked in writing by Parent sent to info@brwi.org. Parent hereby agrees to maintain an active and current credit card on file with BRWI at all times. If for any reason, the credit card is declined, Parent shall incur a charge in the amount of twenty-five dollars (\$25).

8. **No Snacks; Food Allergies; Acknowledgement and Waiver.** In consideration of some of our students that have severe food allergies that could be life-threatening, we have a strict NO SNACK policy. Parent acknowledges and agrees that BRWI cannot guarantee that it can safely accommodate each student's specific food allergy and, by registering the student for BRWI, hereby agrees to release BRWI and its teachers, employees, staff and agents from any and all actions, causes of action, claims and demands with respect to any accident, injury, illness or harm resulting from or arising out of any allergic reaction.
9. **Release.** By registering the student for BRWI, as the parent or guardian of the student, you hereby agree to release, indemnify and hold harmless Bridges Reading and Writing Institute, Inc., its officers, affiliates, instructors and representatives from any claim arising out of accidental injury to the student.
10. **Permission.** Furthermore, I give permission to reprint, without charge, any photographs of me or my student taken at BRWI or any other content created by the student at BRWI for marketing or any other legitimate purpose.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
12. **Entire Agreement.** This Agreement is the entire agreement between the parties on the subject matter hereof.
13. **Amendment.** BRWI shall have the right to amend any of the terms of this Agreement at its sole discretion from time to time upon written notice via electronic mail or otherwise to Parent.