



Between Mix Capital LLC also known as **COLLEGE PREP MASTER** (The “**Company**”) AND the **Contractor or Tutor**. WHEREAS the **Company** agrees to engage the **Contractor**, and the **Contractor** agrees to perform the duties outlined below (the “**Services**”);

I. SERVICE DESCRIPTION

The **CONTRACTOR** is expected to aid students in various branches of learning for the areas both parties have determined are the **CONTRACTOR**’s areas of expertise.

The **CONTRACTOR** agrees to provide educational services, which meet the standards of the **Company** as follows:

- a. **CONTRACTOR** will plan and implement the appropriate course of study for assigned student, including detailing the methods, and/or lesson plans to be used.
- b. **CONTRACTOR** will provide all necessary educational materials, worksheets, etc. as may be required to adequately tutor the student.
- c. **CONTRACTOR** in no way will act as caregiver. Student under the age of 18 (eighteen) must have an adult present during all sessions.
- d. **CONTRACTOR** agrees to provide their own transportation, be on time, act and dress in a professional manner during sessions and assume responsibility for any damages that arise from the **CONTRACTOR**’s visits to the customer.
- e. **CONTRACTOR** will follow expectations as set within student’s contract and as determined necessary by the **Company**.
- f. **CONTRACTOR** cannot discuss nor accept payment from any client nor discuss payment arrangements with the client nor change terms of students’ agreement with the client without written approval by the **Company**.
- g. If a client is not satisfied with **CONTRACTOR**, then the **Company** has the right to reassign another **CONTRACTOR** to the student. **CONTRACTOR** also has a right to request to be removed from a student with two week notice.
- h. It is expected that the **CONTRACTOR** attends information sessions as deemed necessary by the **Company** within reasonable expectations.

II. CONTRACTOR COMPENSATION

The **Company** shall compensate the **CONTRACTOR** monthly at a pre-negotiated hourly fee per individual contracted job for tutoring services that have been properly documented. Student Session Report (SSR) deadline date is 24 hours after tutoring services are provided but no later than midnight of the last day of the month.

The **Company** shall remit payment to the **CONTRACTOR** no later than the 5th of the following month after submission deadline date. Payment will be remitted the following pay period if session reports are received after the last day of the month. Expenses such as travel, toll, insurance, license fees or other expenses arising out of **CONTRACTOR**’s activities will be paid for by the **CONTRACTOR**.

III. POLICIES AND PROCEDURES

At all times during the performance of this Agreement, **CONTRACTOR** shall adhere to all rules and regulation, which now are, or may hereafter be established by the **Company** for the conduct of its **CONTRACTORS**.

Independent Service Agreement

CONTRACTOR will notify the **Company** 24 hours in advance of any cancellation. **CONTRACTOR** will submit the student session report (SSR) on line within 24 hours of the tutoring session but no later than midnight of the last day of the month. The **Company** may, at its own discretion, refuse to pay for late SSR. Up to five session fees will be deducted if the **CONTRACTOR** fails show up to a session. **CONTRACTOR** is solely responsible to ensure that the **Company** has the most up to date contact information at all times.

IV. HOURS OF WORK AND TIME OFF

Tutoring hours may vary depending on the nature of the client. Contractor agrees to complete total contracted hours and to adhere to schedule as predetermined by the **Company** and the Client.

CONTRACTOR shall obtain permission in writing from the **Company** prior to taking any vacation or other time off. **CONTRACTOR** shall give the **Company** a minimum of two (2) weeks’ notice prior to submitting request of time off due to the nature of business and a confirmation that a replacement of a **CONTRACTOR** can be made.

V. TERMINATION

CONTRACTOR understands that services requested by the **Company** will be on an as needed and as required basis. **CONTRACTOR** understands that they may decline any assignment upon presentation of the assignment to you. However, at such time as **CONTRACTOR** accepts a student assignment, **CONTRACTOR** agrees that they must give the **Company** two (2) weeks’ notice of termination, so that arrangements can be made to obtain a replacement **CONTRACTOR** satisfactory to the client. Five hours pay will be deducted if termination or time off work clauses are not upheld.

VI. CONFIDENTIALITY

The **CONTRACTOR** is required to keep confidential the **Company**’s method of operations, special techniques and know-how, and that such information and materials will be of confidential nature or will constitute trade secrets having immeasurable value. Accordingly, in recognition of the foregoing and in consideration thereof, the undersigned agrees to keep confidential all such information and materials and agrees not to impart or make known any of the same or anything relating to the same to any person, firm or corporation, except with the prior written authorization of the **Company**.

VII. NO SOLICITATION

The **Company** retains the rights to all clients/students for services performed by **CONTRACTOR** under this agreement. **CONTRACTOR** shall not, either during the term of its service to a student, or for two (2) years afterwards, tutor them privately for a fee. It is understood that **CONTRACTOR** agrees not to compete, set, manage, run or create a tutoring business similar in nature to that of the **Company** for a period of two years after termination of said agreement. If you shall breach this obligation, you agree that the **Company** shall be entitled to receive damages from you.

VIII. QUALIFICATIONS AND BACKGROUND CHECK

Contractor certifies that all the information provided to the **Company** is correct and true. **Contractor** shall provide yearly a Full Vulnerable Criminal Background check at their sole expense on their anniversary date, failure to do so can be a cause for termination of said contract.



Contractor authorizes the Company to obtain a criminal background check at any time during which time services are being provided to Company. Contractor agrees that Company may provide prospective clients with information on them, such as resume, work experience, educational background, and credentials. It is also recommend that all CONTRACTORS take their first aid and CPR certifications.

IX. INDEPENDENT CONTRACTOR

Contractor, Contractor’s employees and contract personnel are independent contractors, not employees of the Company. Contractor and Company agree to the following rights consistent with an independent contractor relationship. Contractor has the right to perform services for others during the term of the Agreement. Contractor has the right to stipulate hours of work. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed provided that the Services are performed in a professional manner. Contractor has the right to refuse work offers. Contractor affirms that they are advertising their independent tutoring services on their own and sell their services to multiple clients. Contractor will furnish all equipment and materials necessary to provide the Services required by this Agreement. The Contractor will obtain all licenses and permits required by law. Company shall not require Contractor to devote full time to performing the services required by this Agreement. Contractor, at Contractor’s expense, will maintain the requisite professional expertise necessary to perform the Services hereunder. As such, Contractor understands that neither the Contractor nor Contractors employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Company. Nor shall Contractor be entitled to any state or federal unemployment compensation or workers’ compensation insurance in connection with work performed under this Agreement. The Company will not withhold FICA, unemployment insurance, or any state or federal taxes from the Contractor’s payments. Contractor further agrees to indemnify, defend and hold the Company harmless from any and all claims as many arise from your traveling to and from each tutoring assignment, and any and all claims as may arise for property damage or personal injury during the course of your provision of tutoring services. Contractor is advised to maintain liability insurance as protection against any and all such claims.

X. CRIMINAL BACKGROUND AUTHORIZATION

In connection with your application with College Prep Master (The Company) this notice is provided to inform you that a “consumer report” and/or “investigative consumer report”, as defined by the Fair Credit Reporting Act, may be obtained from a consumer reporting agency for contracting purposes. These types of reports may include information as to your character, general reputation, personal characteristics and mode of living, whichever are applicable. The report may also contain information about you relating to criminal history, credit history, driving and/or motor vehicle records, social security verification, verification of your education or employment history and other background checks. They may involve interviews with sources such as your neighbors, friends or associates. You have the right, upon written request made within a reasonable amount time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to Crimcheck.com, 17295 Foltz Industrial Parkway, Suite B, Strongsville, OH 44149 [1-877-992-4325]. For information about Crimcheck.com’s privacy practices, see www.crimcheck.com. The scope of this notice and authorization is not limited to the present and, if contracted, will continue and allow The Company to conduct future screenings for retention, promotion or reassignment, unless revoked by you in writing. The Company also reserves

the right to share such reports with a third-party for whom you will be placed to work as a contractor of The Company, if applicable.

Acknowledgement and Authorization

You hereby authorize, without reservation, the obtaining of a “consumer report” and/or “investigative consumer report” at any time after receipt of this authorization and during the course of your contract, to the extent permitted by law. You also confirm your understanding and provide consent for this report to be shared with a third-party for whom you may be placed to work as a contractor of The Company, if applicable.

XI. TOTAL AGREEMENT

This Agreement shall be governed by the Laws of the State of Florida and will become effective on the signed date and will continue in effect until terminated. CONTRACTOR shall not assign this Agreement or any part to any person. This Agreement hereto shall constitute the entire Agreement between the parties and supersede any previous agreements between the parties. There are no conditions to this agreement and there have no representations or warranties made by the parties except as contained in this Agreement. No amendment to this agreement shall be binding unless in writing and signed by both parties.

In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to Mediation proceedings. If the dispute has not been settled within [45] days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Arbitration by one or more appointed arbitrators .

IN WITNESS WHEREOF the parties have hereunder executed this Agreement as of the date written below. We have read and considered the above provisions, and accept these provisions as the terms and conditions contained herein.

BY: COLLEGE PREP MASTER

By: _____ Date

BY: INDEPENDENT CONTRACTOR (TUTOR)

Contractor Signature: _____ Date Name: _____

Address & phone on file

Driver’s License No. State