

ScorePerfect LSAT Private Tutoring Agreement

Student Information

Name	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Social Security #	Date of Birth	
Address		City	State	Zip Code
Shipping Address (if different from above)		City	State	Zip Code
Home Phone	Business Phone	Mobile Phone	E-Mail Address	
Undergraduate School	Year of Graduation	General Schedule of Availability for Tutoring		

I am enrolling in the ScorePerfect LSAT Private Tutoring Program for the (please check one):

June 2011 LSAT October 2011 LSAT December 2011 LSAT February 2012 LSAT

Payment Method (Please select method of payment)

Credit Card Check Money Order Paid in Full

Payment Amount	Name on Credit Card (If different from above)	Credit Card # (Visa, MasterCard, Discover)	Expiration Date
\$			
Billing Address (if different from above)		City	State Zip Code

Private Tutoring Services (check one)

<input type="checkbox"/> In-Person tutoring: \$150 per hour Please specify the number of hours you would like to purchase: _____	<input type="checkbox"/> 10-Hour Private Tutoring Package: \$1250 <input type="checkbox"/> 25-Hour Private Tutoring Package: \$2750 <input type="checkbox"/> The Platinum Private Tutoring Package: \$8750 (Materials Included)
<input type="checkbox"/> Telephonic/Online tutoring: \$100 per hour Please specify the number of hours you would like to purchase: _____	<input type="checkbox"/> 10-Hour Private Tutoring Package: \$900 <input type="checkbox"/> 25-Hour Private Tutoring Package: \$2000 <input type="checkbox"/> The Platinum Private Tutoring Package: \$6750 (Materials Included)

ScorePerfect Course Materials

<input type="checkbox"/> ScorePerfect LSAT Coursebooks: \$950 (includes full online access)	<input type="checkbox"/> ScorePerfect LSAT Weekend Coursebook: \$450 (includes limited online access)
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Student Agreement and Signature

Upon receipt of this agreement by ScorePerfect, this constitutes a binding agreement between ScorePerfect and the undersigned student.

1. REGISTRATION

A. I certify that I am enrolling in the ScorePerfect Private Tutoring Program to increase my LSAT score and not for any other purpose.

B. I certify that I am not an employee or agent of any other test preparation company.

C. I understand that I am enrolling in the Private Tutoring Program in preparation for the LSAT administration specified above.

D. I understand that it is my responsibility to verify that ScorePerfect has received this signed private tutoring agreement and that my tuition is paid in full prior to meeting with my tutor.

E. I agree that my enrollment in the Private Tutoring Program cannot be transferred to any other person or persons in whole or in part.

F. I agree that ScorePerfect has the right to stop providing private tutoring at any time for any reason with a prorated refund of the paid tuition.

2. PURCHASING SCOREPERFECT MATERIALS

A. I understand that the Full Set of ScorePerfect LSAT Materials include, but are not limited to, the five-volume Full-length ScorePerfect LSAT Coursebooks, all proctored diagnostic tests, the jam session materials, and any Online Material provided in the ScorePerfect Online Resource Center. Online Materials include, but are not limited to, (a) supplemental LSAT questions and diagnostic tests; (b) diagnostic score reports; (c) psychometric quizzes and drills; (d) written and video explanations; (e) question type categorizations; and (f) academic bulletins.

B. I understand that the ScorePerfect LSAT Weekend Materials include, but are not limited to, the ScorePerfect Weekend LSAT Coursebook, and any Online Materials provided in the ScorePerfect Online Resource Center. Weekend Online Materials include, but are not limited to, (a) diagnostic tests; (b) diagnostic score reports; (c) question type categorizations; and (d) academic bulletins.

C. I agree that any Full Set of ScorePerfect Course Materials or ScorePerfect Weekend Materials (hereinafter referred to as "ScorePerfect Materials") that I purchase as a student in the Private Tutoring Program are confidential and proprietary to ScorePerfect, and cannot be sold, loaned, rented, given away, distributed, advertised for sale on the internet or through any other medium, or exploited in any manner.

D. I agree that I will not copy or cause to be copied or reproduced in any manner, electronic or otherwise, any of the ScorePerfect Materials, any notes based on these materials, or any notes based on the tutoring I receive.

E. I agree that any attempt, through any medium, to sell, loan, rent, give away, distribute, or copy any of the ScorePerfect Materials will constitute a breach of this agreement.

F. I understand that any breach of Section 2C, Section 2D, or Section 2E of this agreement violates the copyrights of ScorePerfect and/or the Law School Admission Council.

G. I agree that I will not allow another person or persons to use any of the ScorePerfect Materials, any notes based on the ScorePerfect Materials, or any notes based on the tutoring I receive.

H. I agree that if ScorePerfect determines that I have breached Section 2C, Section 2D, Section 2E, or Section 2G of this agreement, I will return the ScorePerfect Materials to ScorePerfect at my own expense within three business days.

3. NO RECORDING OF SCOREPERFECT TUTORING SESSIONS

A. I agree that I will not tape-record, video-record, transmit, photograph, save, or otherwise reproduce in any manner any of my tutoring sessions.

B. I agree that I will not tape-record, video-record, or photograph any ScorePerfect instructor in any of my tutoring sessions.

4. SCOREPERFECT ONLINE RESOURCE CENTER
 - A. I understand that in order to receive access to the ScorePerfect Full-length Online Resource Center I must purchase the Full Set of ScorePerfect LSAT Coursebooks or a service that includes the Full Set of ScorePerfect LSAT Coursebooks.
 - B. I understand that my access to the ScorePerfect Online Resource Center will expire on the date of the first LSAT administration after the date of my enrollment, regardless of the extent of my use of the ScorePerfect Materials.
 - C. I understand that I may extend my Online Resource Center access beyond the next LSAT administration for an additional fee.
 - D. I agree that I will not allow another person or persons to use my member ID or password to access the ScorePerfect Online Resource Center or any of the Online Materials.
 - E. I understand the Online Materials are part of the ScorePerfect Materials and that all the provisions outlined in Section 2C through Section 2G of this agreement apply to the Online Materials.
 - F. I understand that I may not print any of the Online Materials, with the exception of the supplemental LSAT questions, supplemental diagnostic tests, proctored diagnostic tests, and diagnostic score reports.
 - G. I agree that I will not allow another person or persons to use any of the Online Materials that I print or any notes based on the Online Materials.
5. STUDENT CONDUCT
 - A. I agree that during any of my tutoring sessions I will not engage in any activity that would, by commonsense standards, be disruptive or inconsiderate.
 - B. I agree that I will not solicit ScorePerfect instructors for any reason. This includes, but is not limited to, soliciting instructors for private tutoring or admissions consulting, attempting to sell any item to instructors, requesting instructors to fill out surveys, petitions, or other forms, and soliciting an instructor for the purpose of starting any kind of test preparation business.
 - C. I agree that I will not discuss with or suggest to any ScorePerfect instructor any act that would violate Law School Admission Council policies pertaining to the administration of the LSAT, including, but not limited to any act that constitutes cheating on the LSAT.
 - D. I understand that ScorePerfect will notify the Law School Admission Council of any breach of Section 5C of this agreement.
6. GUARANTEE OF PERFORMANCE
 - A. I understand that ScorePerfect makes no guarantee, express or implied, regarding the score improvement of any student who receives private tutoring.
7. FINANCIAL POLICIES
 - A. I agree to pay ScorePerfect a \$50.00 administrative fee within three business days for any check written by me that is not honored by my bank for any reason.
 - B. If I purchase the ScorePerfect Materials and I request to change my delivery address after the ScorePerfect Materials have been shipped, I agree to pay a \$25 re-routing fee.
 - C. I agree to pay ScorePerfect a \$50.00 administrative fee for any ScorePerfect shipment that is returned to ScorePerfect and must be reshipped to me, unless the shipment was the result of an error on the part of ScorePerfect and/or the courier used by ScorePerfect.
 - D. If I file or attempt to file a chargeback to my credit/debit card and the dispute is resolved in favor of ScorePerfect, I agree to pay ScorePerfect a \$50.00 administrative fee.
 - E. If I use another person's credit card to pay for the tuition of The Course, I acknowledge that I have obtained that person's permission.
 - F. If I request to refund a card in order to charge the balance to a different card, I agree to pay a 3% administrative processing fee.
8. DISTRIBUTION OF SCOREPERFECT MATERIALS
 - A. If I purchase the ScorePerfect Materials, I understand that the ScorePerfect lesson books will be shipped to me at the shipping address provided by me in this agreement.
 - B. I understand that someone at the shipping address provided by me must provide a signature upon delivery of the ScorePerfect lesson books.
 - C. I understand that the signature of any person at the shipping address provided by me is sufficient for the acceptance of the ScorePerfect lesson books.
9. TUTOR AVAILABILITY
 - A. I understand that I can receive private tutoring only if a ScorePerfect tutor is available. If a tutor is not available for a portion of the requested tutoring time, a pro-rated refund will be issued by ScorePerfect to compensate me for any outstanding hours.
10. CANCELLATION/SCHEDULE CHANGES
 - A. I understand that any changes to scheduled tutoring appointments must be made at least 48 hours prior to the time of the original appointment. I further understand that if I fail to meet at the scheduled time, or arrive late, I will forfeit the tutoring fees for any time that I miss.
11. BREACH OF AGREEMENT
 - A. In the event that ScorePerfect determines that any of the aforementioned covenants have been breached by me, in addition to all other remedies ScorePerfect has against me, I agree that ScorePerfect can stop providing tutoring services to me without a refund.
12. INTEGRATION
 - A. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between ScorePerfect and me pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.
13. SEVERANCE
 - A. If any provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not thereby in any way be affected or impaired.
14. AMENDMENTS
 - A. This Agreement may not be changed orally, but instead, only by a subsequent agreement in writing signed by both ScorePerfect and me.
15. PERSONAL JURISDICTION
 - A. I agree that this agreement shall be governed by California law, and any litigation arising out of this agreement shall be commenced in Los Angeles County, California. To adjudicate any such litigation, I consent to the jurisdiction of the California courts even if my residence is in another state or country and I would not otherwise be subject to such jurisdiction.
16. ATTORNEYS' FEES
 - A. I hereby accept all of the above covenants, policies, and stipulations with respect to the ScorePerfect Private Tutoring Program as binding and effective from and after the date of my enrollment. Furthermore, I agree that in any legal action arising out of this agreement, the prevailing party shall be entitled to recover the reasonable attorneys' fees incurred by such party in the proceeding.
17. REFUND POLICY
 - A. I understand that once ScorePerfect has secured private tutoring and I have signed this agreement, I am not entitled to any refund of the tuition, regardless of whether or not I have received the private tutoring.
 - B. I understand that any purchase of the ScorePerfect Materials is non-refundable.

Please sign this agreement and submit it to ScorePerfect via e-mail, facsimile, or mail.

E-mail: send as a PDF to tutoring@scoreperfect.net
 Facsimile: (424) 702-3350
 Address: 1620 26th Street, Suite 1000 North, Santa Monica, CA 90404

I have read this 2-page agreement in its entirety and I hereby accept all of the above covenants, policies, and stipulations with respect to the ScorePerfect LSAT Private Tutoring Program as binding and effective from and after the date of my enrollment.

X _____
 Signature of Student _____ Date _____

Office Use Only	
Processed	<input type="checkbox"/>
Date	_____
Employee	_____