



# PURCHASE ORDER

DATE:   
 Customer Username:

**P.O. Box 1531  
 Wake Forest, NC 27588**

**Phone: (919) 521-8048 E-mail: service@waketutors.com  
 Fax: (800) 560-4540 Web: www.waketutors.com**

**Customer Information (location of tutoring service)**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

**Billing Address**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

**Credit Card Information**

Name on Credit Card: \_\_\_\_\_  
 Credit Card Number: \_\_\_\_\_  
 Type: Visa \_\_\_\_\_ MC \_\_\_\_\_ Discover \_\_\_\_\_ Amex \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 CCV (Credit Card Verification) Number: \_\_\_\_\_

*Visa/MasterCard/Discover: On the back of the card, the CCV is the 3-digit # in the top-right corner of the signature box.  
 American Express: On the front of the card, the CCV is the 4-digit # on the right directly above the credit card number.*

Student Name: \_\_\_\_\_ School Student Attends: \_\_\_\_\_

*(1st line is a sample of how to fill out form)*

Subject Area	In-home/Online	Date and Time of Session	Tutor	# of hours	Rate*	TOTAL
Algebra I	In-Home	5/19/2008 4:00 PM-5:00 PM	John Smith	1.00	\$ 38.00	\$38.00
						-
						-
						-
						-
						-
						-
						-
						-

\* - Please see website for rate information

Other Comments or Special Instructions

**TOTAL**

Authorized Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

**By signing above, you indicate you have read and understand the attached terms of service and waiver of liability and hold harmless agreement and you agree to abide by these conditions. Also by signing above you are authorizing Simply Genius, LLC to charge your credit card for the indicated tutoring services.**

**Please fax form to: WakeTutors - Order Processing Fax Number: (800) 560-4540**

## Terms of Service

***By scheduling a tutoring session and signing the order form, you acknowledge that you have read and agree to be bound by the below Terms and Conditions, including the below Waiver of Liability and Hold Harmless Agreement.***

1. You certify that you are at least 21 years old and that you are the legal guardian of the student(s) the tutoring services are intended for.
2. All tutoring sessions booked and paid for are non-refundable. Please call AND e-mail WakeTutors no less than 48 hours of the appointment to attempt to reschedule if you will not be available for your scheduled session. If you contact WakeTutors less than 48 hours before your appointment, we will make all possible efforts to reschedule but cannot guarantee that we will be able to do so.
3. All tutoring services scheduled must be paid for in advance. During a tutoring session, if the student requests/desires additional time, it must be scheduled and paid for on the website or called in to WakeTutors (919-521-8048). Should no one be available to take your call or booking the time on the website is not available, WakeTutors will schedule more time for another day, WakeTutors tutors are not to remain in a session for longer than they were initially called in for without permission from WakeTutors.
4. Your student may not receive tutoring from a teacher at the same school your student attends (as per WCPSS policy). It is your responsibility to make sure your profile is updated to reflect the correct school your child attends. This will ensure that he/she will not be able to schedule a tutor from the same school on our website.
5. In-home tutoring sessions are 60 minutes. You may schedule a longer session by calling us, sending payment online, or faxing a payment form.
6. Tutoring sessions are arranged directly with WakeTutors on the website, over e-mail, or over the phone/fax. All contact between tutors and clients should be conducted through the WakeTutors.com website.
7. Should a tutor, for any reason, feel uncomfortable or unsafe at your home, he/she can choose to stop going at his/her discretion.
8. A parent/guardian (or adult over 21 years of age) must always be present during a tutoring session with the student. There are no exceptions. If a tutor arrives and a parent/guardian 21 years of age or older is not present with the student, the tutor will not provide tutoring services.
9. Tutoring fees are paid directly to WakeTutors. Clients should not compensate tutors directly as tutors are independent contractors for WakeTutors and are under compensation agreements (please contact us for specific instructions).

10. It is recommended that your student bring textbooks and all other materials they are working on in their class that relates to the subject(s) they are being tutored for. In many cases, our tutors will be able to provide supplemental material but they are not required to. We do not provide curriculum as we believe tutoring should be tailored to support school instruction and a student's individual needs rather than fixed, inflexible lessons. We can assist you in attaining materials from your child's school, if necessary, or direct you to several resources where you can purchase appropriate books, download helpful material, etc.

11. We are not liable for any damage (real or imagined), which occurs to a person or property as a result or as a perceived result of tutoring session provided by independent contractors or employees of WakeTutors. By entering into a tutoring agreement with WakeTutors you accept that WakeTutors is not responsible for any damage, loss, theft, or bodily harm that may arise from tutoring sessions arranged with WakeTutors. We carefully select tutors and run reference and criminal background checks on each. WakeTutors takes all precautionary means that are available to us. Any issue that should arise with an individual tutor must be taken up directly with the tutor and is separate in its entirety from WakeTutors, Simply Genius, LLC, or any of their respective officers, directors, agents, or employees.

12. WakeTutors firmly believes in providing exceptional educational interactions for the students of Wake County. We are dedicated to the success of your student and firmly believe that our tutors can make a difference. That said, WakeTutors nor any individual tutor cannot be held accountable or responsible for the academic success or lack thereof demonstrated by the student/client.

### **Waiver of Liability and Hold Harmless Agreement**

1. In consideration for receiving tutoring services (in-person or online), you hereby **release, waive, discharge and covenant not to sue** Simply Genius, LLC, WakeTutors.com, and each of their respective officers, directors, agents, representatives, clients, and employees (referred to collectively as "Releasees"), from any and all liability, claims, demands, actions and causes of action including but not limited to criminal, tort, contract, property, and others, whatsoever arising out of or related to any loss, damage, or injury that may be sustained by you, or any of the property belonging to you, **whether caused by the negligence of the releasees** or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.

2. You further hereby **agree to indemnify and hold harmless** the **releasees** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to your participation in said activity, **whether caused by the negligence of releasees** or otherwise.

3. It is your express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a **release, waiver, discharge and covenant not to sue** the above-named **releasees**. You hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of North Carolina.

4. You warrant and assure that you are at least **21 years of age** and fully competent. You acknowledge that the above constitutes the whole of our agreement, and that no additional claims or representations have been made.