



Brooklyn Math Tutors - Tutoring Service Agreement

This Tutoring Services Agreement (the "Agreement") is made and entered into as of [Date] _____, by and between:
Brooklyn Math Tutors, LLC ("BMT"), located at 99 Wall Street, #2700, NY, NY, 10005, and
[Tutor's Name or Business Name] _____ ("Tutor"),
located at [Tutor's Address] _____.

The parties hereby agree as follows:

PURPOSE

This Agreement establishes a professional relationship between BMT and Tutor, outlining the expectations, responsibilities, and obligations of Tutor in providing tutoring services to clients assigned by BMT. It defines the terms under which both parties collaborate to deliver high-quality services, protect BMT's client relationships and business interests, and allocate risks and responsibilities, ensuring a mutually beneficial and sustainable partnership.

1. TUTOR RESPONSIBILITIES

1.1 Professionalism

a) *Student Confidentiality*: Tutor agrees to keep confidential all information about students, their families, and tutoring sessions. This means not sharing anything Tutor learns about them with anyone outside BMT unless we give written permission.

b) *Academic Integrity*: Tutor agrees to avoid academic dishonesty in all its forms, including helping students cheat, plagiarize, fake their work, or do work for them.

c) *Boundaries*: Tutor agrees to maintain professional boundaries and not become personally or romantically involved with students.

d) *Neutrality*: Tutor agrees not to impose personal values or beliefs on students, respecting their individual perspectives.

1.2 Sessions and Scheduling

a) *Punctuality*: Tutor agrees to make their best effort to be punctual for all sessions and to inform the student's family by phone and/or email **24 hours in advance** if an appointment must be rescheduled, except in cases of medical or personal emergencies.



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- b) *Cancellation Notice*: Tutor agrees to provide at least **48 hours' notice** for session cancellations, except in cases of medical or personal emergencies.
- c) *Extended Absence*: Tutor agrees to inform BMT by email if they will be unable to work with a client for longer than one week, so substitutes can be arranged if needed.
- d) *Supervision*: Tutor agrees to ensure that tutoring sessions in a student's home or other non-public location have an adult parent or guardian present.
- e) *Lesson Logging*: Tutor agrees to:
- **Schedule** all tutoring sessions in BMT's online portal **at least 24 hours in advance** so clients receive automated session notifications (e.g., by email or text), unless last-minute lessons are arranged.
 - **Complete** lesson entries in the portal **within 2 business days** of the lesson for timely client updates and billing, unless unavoidable circumstances prevent this.

1.3 Communication and Reporting

- a) *Email Response*: Tutor agrees to maintain professional communication standards by responding to time-sensitive emails from BMT and clients related to client needs, logistics, or service coordination within **1 to 2 business days** whenever possible. This includes, but is not limited to, client status requests and end-of-month confirmations.
- b) *Availability Notice*: Tutor agrees to notify BMT in advance by email if they will be unavailable for more than 2 weeks, so BMT can arrange substitutes and ensure client continuity.
- c) *Issue Reporting*: Tutor agrees to proactively inform BMT of any issues with clients (e.g., academic, behavioral, logistical, communication) to ensure timely resolution and maintain service quality.

1.4 Documentation of Services

Tutor shall provide tutoring services in subjects and at frequencies agreed upon with each client. Specifics for each engagement (e.g., subjects, session length) will be documented in writing (e.g., via email or a separate form) before services begin



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2. PROTECTION OF CLIENT RELATIONSHIPS

Client relationships, including all contacts and referrals developed through BMT, are the exclusive property of BMT and constitute valuable proprietary assets essential to its business.

For the purposes of this Agreement, "client" refers to the *family unit*, including all parents and guardians associated with the children or dependents for whom tutoring services are provided under this Agreement, regardless of who initially engaged our services or their living arrangements. This ensures that tutoring or related work with siblings or other family members falls under this Agreement.

For purposes of this Agreement, "poaching" is defined as any attempt by Tutor to solicit, accept, or facilitate tutoring work with BMT **clients** or **their referrals** outside this Agreement, bypassing BMT's role, whether initiated by Tutor or a client, without BMT's prior written consent. This includes, but is not limited to, conducting or agreeing to conduct tutoring sessions with BMT clients without reporting them to BMT or receiving payment directly from the client.

2.1 Non-Solicitation and Poaching

- a) *Solicitation and Acceptance Ban*: During the term of this Agreement and for 12 months thereafter, Tutor shall not **solicit or accept** tutoring work from any BMT client outside this Agreement without BMT's prior written consent.
- b) *Restrictions on Direct Payments*: During the term of this Agreement and for 12 months thereafter, Tutor shall not accept direct payments from clients, except for one-time holiday gifts.
- c) *Duty to Decline and Report*: During the term of this Agreement and for 12 months thereafter, Tutor **shall decline** any client proposals for payment or for services outside this Agreement and shall **notify BMT** of any such proposals within 48 hours.
- d) *Liquidated Damages for Violation*: Any violation of this section shall result in Tutor being liable for liquidated damages equal to:
 - The **immediate revenue** loss from past sessions, calculated as (BMT's standard session rate minus the tutor's agreed-upon compensation rate) multiplied by the number of tutoring sessions conducted outside this Agreement; plus



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- **\$4,000** per client, representing BMT's estimated future revenue loss and costs associated with replacing the client.

e) *Actual Damages*: If the violation results in losses exceeding the calculated liquidated damages (e.g., for exceptionally high-value clients with significant remaining lifetime value), BMT reserves the right to seek actual damages in court, including but not limited to the full lifetime value of the client.

f) *Enforcement Measures*: BMT may conduct periodic reviews to enforce these terms, including client follow-ups, feedback assessments, and data analysis.

2.2 Referrals and Non-Circumvention

a) *Definition of Referral*: For purposes of this Agreement, a "referral" is defined as any individual or entity whose need for tutoring services is made known to Tutor through their work with BMT clients, whether directly introduced or not, or who contacts Tutor directly after being referred by a BMT client. Examples of referrals include, but are not limited to:

- A friend or family member of a BMT client who contacts Tutor after being told about Tutor or BMT by the client.
- An individual mentioned by a BMT client during a tutoring session as needing similar services.
- A person who learns of Tutor through a BMT client's social media post or public recommendation.
- Further examples might include a colleague of a client who hears about Tutor at a workplace discussion, a parent at a school event who learns of Tutor from a client, or a student who finds Tutor through a client's online review or forum post.

b) *Solicitation and Acceptance Ban for Referrals*: During the term of this Agreement and for 12 months thereafter, Tutor shall not **solicit or accept** tutoring work from any referral outside this Agreement without BMT's prior written consent.

c) *Duty to Not Circumvent and Report Referrals*: During the term of this Agreement and for 12 months thereafter, Tutor shall report all referrals to BMT within 48 hours of learning about them and shall not circumvent BMT by engaging directly with referrals, even if they initiate contact.



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d) *Liquidated Damages for Violation*: Any violation of this section shall result in Tutor being liable for liquidated damages equal to:

- The **immediate revenue** loss from past sessions, if any, calculated as (BMT's standard session rate minus the tutor's agreed-upon default compensation rate) multiplied by the number of tutoring sessions conducted outside this Agreement; plus
- **\$4,000** per referral, representing BMT's estimated future revenue loss and costs associated with replacing the referral opportunity.

e) *Actual Damages*: If the violation results in losses exceeding the calculated liquidated damages (e.g., for referrals who would have become high-value clients with significant lifetime value), BMT reserves the right to seek actual damages in court, including but not limited to the estimated lifetime value of the referral, had they become a client.

f) *Enforcement Measures*: BMT may enforce these terms through periodic reviews as described in Section 2.1.

2.3 Non-Interference with Client Reassignment

a) *Reassignment Support*: Tutor shall not interfere with BMT's efforts to reassign clients to other tutors.

b) *Interference Defined*: Interference includes, but is not limited to, contacting clients to discourage acceptance of a new tutor, making false or misleading statements about BMT, or encouraging clients to end their relationship with BMT.

c) *Violation Damages*: Any violation may result in Tutor's liability for damages, including lost revenue and reassignment costs.

2.4 Restrictions on Expanded Services

a) *Scope of Restriction*: During the term of this Agreement and for 12 months thereafter, Tutor shall not accept or solicit employment, contract work, or any other role from a client for tutoring or education-related services beyond the scope of this Agreement—including but not limited to full-time teaching, homeschooling, nannyng, or academic coaching—without BMT's prior written consent.



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b) *Duty to Decline and Notify*: During the term of this Agreement and for 12 months thereafter, if a client offers or proposes any such role, the Tutor must immediately notify BMT and decline the offer unless BMT provides written approval.

2.5 Legal Fees

a) *Poaching Disputes*: In any legal action arising from Tutor's alleged poaching, as defined in this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party, in addition to any damages or other relief.

b) *Scope of Fees*: This provision applies to disputes involving Sections 2.1, 2.2, 2.3, or 2.4 where BMT seeks to enforce its rights or Tutor defends against such claims.

2.6 Payment and Communication Restrictions

a) *Rate Agreement*: The Tutor and BMT shall mutually agree upon the Tutor's session rate for each client assignment. This rate shall be documented in writing (e.g., via email, a rate schedule, or a separate form) prior to the commencement of tutoring services for each client.

b) *Payment Processing*: All payments to the Tutor will be processed by BMT based on the agreed-upon rate, exclusive of BMT's commission, which is added to determine the client's total rate.

c) *Exclusivity of Payment Processing*: All payments for tutoring services provided to BMT-assigned clients, whether existing or new, must be processed exclusively through BMT.

d) *Communication with Clients*: Tutor shall not discuss, negotiate, or propose rate changes or payment terms directly with existing clients; all such matters for existing clients must be coordinated through BMT.

e) *Commission Structure*: BMT's commission, added as a percentage on top of Tutor's session rate to determine the client's total rate, is integral to BMT's business operations and sustainability, and remains in effect, non-negotiable by Tutor, for all clients assigned under this Agreement, for as long as the Agreement or its surviving terms (e.g., Sections 2.1–2.5) apply.

This ensures BMT maintains control over financial interactions and preserves the integrity of its business and client relationships.



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2.7 Rate Adjustments for Existing Clients

For clients **currently assigned** to Tutor by BMT, the following rules apply to rate increases:

- Tutor may not increase their session rate by more than 10% per academic year (September 1–August 31) without BMT’s prior written consent.
- Any such increase may only take effect at the start of a new academic year (September 1).
- Tutor must notify BMT in writing of any proposed rate increase for an existing client at least 30 days in advance (by August 1).
- Rate increases for new clients are not subject to this restriction.

This provision promotes stability for existing clients, preventing disruptions that could jeopardize BMT’s client relationships, while allowing flexibility for new engagements.



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3. PERFORMANCE AND COMPLIANCE

3.1 Non-Compliance

a) *Consequences of Non-Compliance:* Failure to meet obligations under this Agreement, such as those outlined in Sections 1.1 (Professionalism), 1.2 (Sessions and Scheduling), and 1.3 (Communication and Reporting) may lead BMT to reduce Tutor's assignments, reassign students, or terminate services.

b) *Remedy Process:* In most cases, BMT will communicate any issues, offer support, and provide a reasonable opportunity, typically within 7 business days, for Tutor to remedy the non-compliance, acknowledging that personal circumstances may arise while expecting tutors to meet their obligations under this Agreement.

c) *Immediate Action for Serious Non-Compliance:* BMT reserves the right to take immediate action, including termination, for serious non-compliance as outlined in this Agreement (e.g., Section 3.2c).

d) *Persistent Non-Compliance:* If non-compliance persists, BMT reserves the right to take further action as outlined above.

3.2 Commitment to Client Assignments

a) *Semester Commitment:* Tutors who accept client assignments are expected to remain available to provide tutoring services for BMT clients through the end of the academic semester or term.

b) *Discontinuing Specific Clients:* Tutors may discontinue working with a specific client for any reason (compatibility, client expectations, scheduling issues, etc) by notifying BMT immediately with a brief explanation, after which BMT may reassign the client per Section 2.3.

c) *Non-Compliance:* Discontinuing overall tutoring commitments to BMT clients before the end of the semester without exceptional circumstances, such as a medical emergency or significant personal crisis, or failing to provide immediate notification and explanation for either discontinuing a client or overall commitments as required under Sections 1.3b or 3.2b, will be considered non-compliance under Section 3.1, likely resulting in immediate termination of the Agreement by BMT.



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4. LEGAL AND CONTRACTUAL TERMS

4.1 Independent Contractor Status

Tutor is an independent contractor, not an employee, partner, or agent of BMT. Tutor has no authority to bind BMT, is responsible for their own taxes and insurance, and complies with applicable laws. BMT does not withhold taxes or provide benefits.

As part of their independent status, Tutor may, for any reason, accept or decline any client opportunity from BMT without penalty. Tutor must provide a default session rate for general use but can set different session rates for new clients based on their professional judgment. Common factors influencing rate adjustments might include preparation time, travel, or session complexity, but Tutor is free to determine their rate for any reason. For existing clients, rate adjustments follow Section 2.7.

4.2 Tutor Responsibilities and Autonomy

As an independent contractor, Tutor has full discretion over their teaching methods, materials, and lesson plans. BMT does not provide training or dictate how Tutor should teach.

Tutors are free to manage their own work, including decisions about where and how to conduct sessions, client communication, and the frequency of their engagements, as long as they meet the obligations outlined in this Agreement.

Tutor may, at their discretion, request support or guidance from BMT on teaching strategies or client-related matters, but such support is optional and does not alter Tutor's independent status.

4.3 Tax Compliance

Tutor acknowledges that payments from BMT are considered taxable income. Upon signing this Agreement, Tutor must provide BMT with a completed W-9 form to verify their Taxpayer Identification Number and business status, aiding BMT's compliance with IRS reporting requirements.

BMT will issue a Form 1099 to Tutor at the end of the calendar year if total payments reach \$600 or more and Tutor is an individual, sole proprietorship, partnership, or single-member LLC that has not elected corporate status. No 1099 will be issued to corporations unless required by law.



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4.4 Payment Terms

All payments from BMT to Tutor will be made via direct deposit to a U.S. bank account.

Tutor must provide direct deposit information (e.g., bank name, routing number, account number) and confirm a valid U.S. bank account before payments can be processed.

Payments will be made for all completed sessions within a specific calendar month by the 15th of the following calendar month. For tutors who fail to submit their completed session records by the end of the calendar month as requested, payments may be delayed to the next payment cycle.

4.5 Confidentiality

Tutor shall keep confidential **all BMT business information**, including but not limited to rates, client lists, payment terms, and operational details, and use it only for BMT purposes.

This obligation remains in effect during and after the term of this Agreement, for as long as the information remains confidential.

Tutor shall not disclose such information to third parties without BMT's prior written consent, except as required by law.

4.6 Intellectual Property

If BMT provides Tutor with intellectual property (e.g., curricula, materials) for BMT services, it remains BMT's exclusive property.

Tutor may not reproduce, distribute, or use it outside BMT services without BMT's prior written consent.

4.7 Non-Exclusivity

This Agreement is non-exclusive. Tutor may provide services independently or through other agencies, provided they comply with Sections 2.1-2.5.

BMT is not obligated to provide Tutor with any minimum tutoring opportunities and may engage other tutors.



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4.8 Amendments and Termination

- a) *Duration*: This Agreement remains in effect until terminated as outlined below.
- b) *Amendments*: BMT may amend this Agreement with 14 days' written notice (e.g., via email). The Tutor may terminate within that period if they do not accept the changes; continued service after the effective date constitutes acceptance.
- c) *Termination by Notice*: Either party may terminate this Agreement with 14 days' written notice for any reason.
- d) *Immediate Termination for Material Breach*: BMT may terminate this Agreement immediately, without notice, if the Tutor commits a material breach, including but not limited to violations of Section 2 (Protection of Client Relationships) or Section 3 (Performance and Compliance).
- e) *Surviving Obligations*: Obligations that survive termination (e.g., Sections 2.1–2.5, 4.5, 4.6, 4.14) remain in effect as specified.

4.9 Liability and Indemnification

The Tutor, as an independent contractor, is responsible for their actions, decisions, and performance under this Agreement, as outlined below:

- a) *Indemnification*: Tutor shall indemnify and hold harmless BMT against any claims, losses, damages, or expenses (including reasonable attorneys' fees) arising from Tutor's acts or omissions, including but not limited to negligence, misconduct, or failure to perform under this Agreement.
- b) *Limitation of Liability*: Since Tutor controls their own work environment, methods, and decisions, BMT shall not be liable for any damages, losses, or injuries Tutor incurs while performing services under this Agreement, including but not limited to those related to client interactions, travel, equipment, or other circumstances.

4.10 Entire Agreement

This Agreement is the entire understanding between the parties, superseding all prior agreements or understandings, written or oral, related to this subject matter.



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4.11 Governing Law

This Agreement is governed by the laws of New York.

4.12 Severability

If any provision is found invalid, the remaining provisions remain enforceable.

4.13 Force Majeure

Neither party is liable for delays due to events beyond their control (e.g., natural disasters).

4.14 Agreement as Proprietary Information

This Agreement contains confidential and proprietary information of BMT. The Tutor agrees to use the Agreement solely for the purpose of providing tutoring services under this Agreement and not to disclose or distribute it to any third party without BMT's prior written consent, except as required by law.



Brooklyn Math Tutors, LLC
99 Wall Street, Suite #2700, NY, NY 10005
718.552.0300

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AGREEMENT EXECUTION

By signing below, Tutor agrees to abide by these terms, and Brooklyn Math Tutors, LLC agrees to administer this Agreement and compensate Tutor for completed sessions as outlined herein. Electronic signatures are binding under applicable law. This Agreement takes effect on the date both parties have signed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[Tutor's Business Name, if any]

Brooklyn Math Tutors, LLC

[Tutor's Full Name]

Alexander Friedman, Owner

[Tutor's Signature or Electronic Signature]

[Date]

[Date]
