

## At-Home Tutoring Services Agreement

5311 Edith Street  
Houston, Texas 77096  
(713)572-3533

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CSD Holdings LLC d/b/a At-Home Tutoring Services of Houston, Texas, its assignees, successors-in-interest, or any subsequent purchasers (hereinafter referred to as "AHTS") and \_\_\_\_\_ (hereinafter referred to as "Tutor"). In consideration of a tutoring position on the terms and conditions set forth herein, AHTS and Tutor (hereinafter referred to as "the Parties,") agree as follows:

\_\_\_\_\_ has been hired as a tutor (independent contractor) for AHTS. Tutor shall not be considered an employee of AHTS.

This Agreement shall remain in full force and effect as long as Tutor continues to work for AHTS and for such additional time thereafter as is necessary to assure compliance with the provisions of this Agreement which are binding after the termination of Tutor's position. It is mutually agreed between the Parties that the terms of this Agreement shall remain in full force and effect regardless of any changes which may subsequently occur in Tutor's remuneration, and/or area and/or scope of responsibility.

Any and all information AHTS releases to Tutor in any medium (whether written, verbal, electronic or otherwise) is confidential and privileged information. Tutor recognizes and acknowledges that AHTS has, through the expenditure of substantial time, effort, and money, developed and acquired certain confidential information which has great value to AHTS in its operations. Tutor further acknowledges and understands that in the course of performing his/her duties for AHTS, he/she will have access to the confidential information of AHTS. Tutor agrees that he/she will not make any independent use of, publish or disclose, or authorize any other individual to make use of, publish or disclose to any other person or organization any of the confidential information of AHTS.

Tutor recognizes and agrees that in the competitive business in which AHTS is engaged, personal contact is of the greatest importance in securing and retaining clients, tutors and employees. Because of the unique experience and contact which the Tutor will obtain on account of his/her work, and due to his/her access of confidential information of AHTS, Tutor recognizes that it would cause AHTS irreparable harm and loss to AHTS were Tutor to engage in a business competitive with that of AHTS either while in the employment of AHTS or upon termination of his/her working relationship with AHTS.

In addition, Tutor recognizes and agrees that in this business in which AHTS is engaged, Tutor has personal contact and personal access to clients, the children of clients and to clients' personal residences. As a result, Tutor will undergo a rigorous background check ensuring Tutor possesses a criminal background that is free of pending or resolved criminal charges (whether the resolution was favorable or unfavorable to the Tutor). Tutor is required to notify Manager of AHTS within 24 hours of the execution of this Agreement whether the rigorous background check has failed to detect any criminal charges or arrests that may be relevant to Tutor's

employment with AHTS. Additionally, Tutor is required to immediately notify Manager of AHTS within 24 hours should he/she be arrested during the period in which this Agreement is in effect. Failure to comply with this provision will be grounds for immediate termination of Tutor.

Tutor agrees that during his/her employment as an independent contractor providing tutoring services for AHTS, Tutor shall not solicit the business of or donate free services to any person (including, but not limited to, present or former AHTS clients, AHTS employees or other AHTS tutors), company, educational, institutional or other entity with which Tutor has had contact while performing services for AHTS.

Tutor further agrees that if any event occurs that results in the termination of his/her position as a tutor for any reason, Tutor will not for a period of three (3) full years following the date of Tutor's termination, solicit the business of or donate tutoring services to any person (including, but not limited to, present or former AHTS clients, AHTS employees or other AHTS tutors), educational, institutional or other entity with which Tutor has had contact while performing tutoring services for AHTS.

If, during the time following termination of Tutor's position with AHTS, its assignees, successors-in-interest, or any subsequent purchasers relying on this Agreement, shall no longer own a controlling interest in AHTS, Tutor shall be permitted to engage in a business competitive with that of AHTS.

If any covenant or part thereof, or other provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provisions unless so expressed herein.

This Agreement contains the entire understanding of the Parties on the matters contained herein. The terms of this Agreement may not be changed orally but only in writing by an amendment signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

This Agreement shall be immediately effective upon its execution by the Parties.

CSD HOLDINGS, LLC, a Texas limited liability company

By:  
Sara Downey, Manager

Tutor

Date:

Date: