

## **TERMS OF SERVICE**

governing educational services provided by Chris Borland of Borland Educational,  
10 Liberty Ship Way, Suite 104, Sausalito, CA 94965

### **1. LENGTH OF SESSIONS**

Coaching and consulting sessions normally last approximately one hour or longer and incur a one hour minimum charge for sessions conducted in person and a 15 minute minimum charge for phone sessions (subject to reduction at Mr. Borland's sole discretion).

Sessions may run somewhat longer or shorter than originally scheduled, however, and OVERTIME MINUTES WILL BE CHARGED for sessions that run overtime (according to the formula specified in section 2., "CALCULATION OF FEES," immediately below).

### **2. CALCULATION OF FEES**

Fees are calculated from the time scheduled for the session to begin, or when Mr. Borland arrives, whichever is later, until the session ends, according to the fee schedule below, using the following formula: fee charged = hourly rate multiplied by total minutes divided by 60. All other time spent by Mr. Borland on behalf of the student (e.g. teacher conferences, face-to-face meetings or conversations with parents, obtaining or preparing special study materials, etc.) – other than time spent during phone conversations with the student's parents or guardians or with the client responsible for payment – will also incur fees computed in this way.

### **3. FEE SCHEDULE**

<u>Students per session</u>	<u>At Borland Educational offices</u>	<u>Outside Borland Educational offices</u>
1	\$X per hour	\$Y per hour
2-3	25% off	25% off
4-5	33% off	33% off
6-7	40% off	40% off
8-9	50% off	50% off

### **4. LATE PAYMENT FEE AND OVERDUE ACCOUNTS**

Payment is due at the time of service, and is required at or before the end of each session (advance payment is accepted, and clients who would rather not make a payment at each session are encouraged to pay in advance by the month).

A \$50 LATE PAYMENT FEE WILL BE ASSESSED EACH TIME A SESSION IS CONDUCTED FOR WHICH PAYMENT IS NOT RECEIVED AT OR BEFORE THE END OF THAT SESSION.

A finance charge equal to 1.5% per overdue month (or fraction thereof) will be applied to account balances more than 60 days overdue.

(Continued)

**5. CANCELLATION POLICY**

**A. Private Sessions (i.e. sessions scheduled for one student only):**

PRIVATE SESSION CANCELLATIONS OR SCHEDULE CHANGES (INCLUDING "NO SHOWS") MADE WITH LESS THAN THREE DAYS (72 HOURS) PRIOR NOTICE INCUR FULL FEE FOR THE SESSION AS ORIGINALLY SCHEDULED.

This prior notice requirement will normally be waived in the event of sudden student illness or emergency (absent repeated occurrences, at Mr. Borland's sole discretion).

To avoid late cancellation fees when canceling or rescheduling private sessions, the student, a parent or guardian, or the client responsible for payment must 1) inform Mr. Borland of the cancellation or requested change at least three days (72 hours) in advance of the date and time scheduled for the session, or 2) do so as soon as possible, if the cancellation or schedule change is due to illness or emergency.

**B. Group Sessions (i.e. sessions scheduled for more than one student):**

GROUP SESSION CANCELLATIONS OR SCHEDULE CHANGES (INCLUDING "NO SHOWS") ALWAYS INCUR FULL FEE FOR THE SESSION AS ORIGINALLY SCHEDULED.

**6. MISCELLANEOUS**

The undersigned client responsible for payment assumes full responsibility for seeing to it that the student, the student's parents or guardians, and all others concerned are aware of and understand the terms of service set forth in this document - particularly those specified in the "Cancellation Policy" section - and for resolving any and all questions related to them.

It is understood that payment is made in exchange for Mr. Borland's time. Although a reasonable effort will be made to support a positive educational outcome on behalf of the student, no results of any kind are guaranteed.

**7. ACKNOWLEDGMENT AND AGREEMENT TO PAY**

I acknowledge that this document comprises the entire and only agreement between myself and Chris Borland regarding his educational services, that this agreement supersedes any and all previous ones, and that this agreement is not to be modified, amended, or supplanted, in whole or in part, except in writing.

I understand and accept the terms of service set forth in this document, and I assume full responsibility for paying Chris Borland for all services provided.

\_\_\_\_\_  
Name of client responsible for payment

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(END)