

Educational Consulting Services Agreement

This Educational Consulting Services Agreement is dated _____ and made between Top College Consultants (“TCC”) and Parent(s) and Student(s) (“Family”). This Agreement will dictate any work between the Parties. The Parties agree to the following:

1. TCC’s responsibilities:

- a. Detailed assessment of the student’s needs.
- b. Consultations with teachers and other professionals when appropriate.
- c. Review of academic records, psychological evaluations (if applicable), test scores and other materials relevant to college readiness and college selection.
- d. Extensive research to develop a customized list of schools. TCC’s recommendations are based on the accuracy of information provided by the student.
- e. Assistance with applications, including detailed review of student essays.
- f. Help with finding, maximizing and applying for scholarships.
- g. Practice for college interviews.
- h. Assistance with understanding financial aid offers and making final school choices.
- i. Staying informed via college visits and participation in professional meetings.
- j. Maintaining professional membership in, and ethical standards of, the Independent Educational Consultants Association.
- k. Maintaining confidentiality of identifying and personal information except with client’s explicit consent or when otherwise legally mandated. Note, however, that we routinely copy parents/guardians on emails to students to ensure that we are functioning effectively as a team. Note also that we regularly use software for purposes including virtual meetings, AI notetaking and college list-building; the privacy policies of these software companies are available upon request.

2. Exclusions. TCC’s responsibilities do not include:

- a. Guaranteeing admission to a particular school. TCC will have no liability if a student does not gain admission to a school. TCC does not accept compensation from any institutions for placement of students.
- b. Influencing college admissions officers.
- c. Writing essays.
- d. Writing letters of recommendation.
- e. Ensuring that students make/attend meetings or complete assignments.

3. Family’s responsibilities:

- a. Consistent, timely communication with TCC during the application process.
- b. Acting in a truthful, ethical, and conscientious manner. One aspect of ethical conduct is that students (not AI programs, parents or other individuals) must write their own essays.
- c. Proactively scheduling regular meetings as recommended by TCC.
- d. Completing applications and submitting supporting materials (e.g., transcripts, test scores, letters of recommendation) prior to deadlines. Students must submit final drafts

(not first drafts) of essays to be reviewed a minimum of one month before the official college deadline; we cannot guarantee that we will be able to review essays after that time.

- e. Providing 24 hours' notice for canceling meetings.
- f. Supplying background information to TCC as requested (e.g., parent and student questionnaires, transcripts, test scores).
- g. Determining the Expected Family Contribution (EFC) by using the Net Price Calculators (NPCs) on college websites. Completing financial aid forms (FAFSA, CSS Profile) if applicable.
- h. Scheduling college tours and interviews.
- i. Notifying TCC of college acceptances and of the student's final decision.
- j. Family's violation of the agreement, particularly item *a* (consistent communication) or *b* (truthful/ethical behavior) may be grounds for termination.

4. Payment.

- a. The Full fee of \$_____.00 for a comprehensive package. (See [Services](#) page on website for fee schedule.) This fee includes all of TCC's responsibilities detailed above. Payment is due in full at the time of contract signing.
- b. Fees are nonrefundable except as specified in section 13.
- c. Additional services requested by the Family that are not included in this agreement may require an additional fee.

- 5. **Termination.** This working relationship begins upon signing of the Agreement, and normally ends upon a student's commitment to a specific college, unless otherwise mutually decided in advance. The Family has the right to terminate this agreement at any time. TCC may choose to terminate the agreement if the Family is not fulfilling its responsibilities. TCC will not refund fees paid for work that has already been completed.
- 6. **LIMITATION OF LIABILITY.** TCC, and its respective directors, officers, and employees, will not be liable for any special, indirect, punitive, consequential, or incidental damages arising from the material furnished or the work performed under this Agreement. If any claim is adjudged and a judgment or binding arbitration award is entered against TCC, the judgment or award will not exceed the amount paid to TCC under this Agreement. This limitation of liability will apply regardless of the cause of action where such damages are sought, including, without limitation, breach of contract, negligence, warranty, indemnification, tort, or strict liability.
- 7. **INDEMNITY.** The Parties agree to indemnify each other from any actual liabilities, claims, expenses, losses, or damages, which may arise in connection with the execution of the work specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
- 8. **FORCE MAJEURE.** If TCC cannot carry out, either in whole or in part, its obligations, TCC will not be deemed in default during the continuation of the inability, provided that:

- a. It is due to an event not within the reasonable control of TCC which precludes it from carrying out its obligations under this Agreement, including, but not limited to: Acts of God, acts of nature, natural disasters, epidemics, quarantines, public health emergencies, product shortages, transportation shortages, strikes, lock-outs, industrial disturbances, acts of public enemies, insurrections, military action, war, sabotage, riots, civil disturbances, explosions, acts by a governmental authority.
- b. TCC provides written notice describing the particulars of the occurrence and the anticipated period of delay.
- c. The suspension of performance is of no greater scope and no longer duration than is reasonably required.
- d. TCC will use commercially reasonable efforts to remedy the cause preventing it from carrying out its obligations, and it may not assert Force Majeure to excuse it from performing where it was reasonably within their power to prevent the act.
- e. If an event continues over 30 days, TCC may terminate this Agreement.
- f. Economic hardship will not constitute a Force Majeure event.

9. **GENERAL PROVISIONS.** This Agreement will be construed under the laws of the State of California. If any provision is held to be invalid, illegal, or unenforceable, the remaining portions will remain in full force and effect and construed best to effectuate the original intent and purpose of the Parties.

10. **LEGAL ACTION.** The Parties will attempt to resolve any dispute through friendly negotiations between the Parties. If that fails, then the dispute will be submitted to mediation under the statutory rules of mediation in California. If mediation does not resolve the dispute or is unavailable, the parties may seek arbitration using Alternative Dispute Resolution (ADR) procedure. An award of arbitration may be confirmed in a court of competent jurisdiction. The Parties agree that they may go directly to small claims court if the subject matter and the amount in controversy are proper for that venue. The Parties will endeavor to mediate and arbitrate virtually via an online service. If there is a mediation or arbitration service that conducts mediations or arbitrations online, they must choose that option. The online mediator or arbitrator will be chosen by agreement. The Parties agree that any action to interpret or enforce this Agreement or which arises out of this Agreement will be brought in any court in Contra Costa County, California, or, if applicable, in the United States Federal Court for the Northern District of California.

11. **NON-DISPARAGEMENT.** During the term of this contract and thereafter, the Family agrees to take no action which is intended, or would reasonably be expected, to harm the reputation of Eric Endlich or Top College Consultants, or which would reasonably be expected to lead to unwanted or unfavorable publicity to said reputation. Such actions include, without limitation, commenting on social media websites.

12. **CONFIDENTIALITY.** To the extent consistent with legal requirements, all information provided by the Parties, unless publicly available or otherwise available without restriction or breach of any confidentiality agreement, will be held by the Parties in confidence and they will not divulge

any such information to any person or party without the other Parties' express prior written approval.

13. **INCAPACITY.** Family will be working directly with Eric Endlich during this engagement. Should Eric Endlich be unable to continue his role in fulfilling TCC's responsibilities due to death, disability, retirement or incapacity, Family will have the option, exercisable in its sole discretion, to either (1) continue working with another TCC team member who is acceptable to the family or (2) elect to receive a refund of the pro rata portion of the fee paid in section 4 based on work already completed.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ THIS AGREEMENT, THAT THEY UNDERSTAND IT, AND THAT THEY ARE ENTERING INTO IT OF THEIR OWN FREE WILL.

First parent (signed) _____

Printed Name _____ Date _____

Second parent, if applicable (signed) _____

Printed Name _____ Date _____

Student (signed) _____

Printed Name _____ Date _____

Consultant (signed) _____

Printed Name _____ Date _____