



# PITTSBURGH PREP

## College Admissions Consulting Terms and Conditions

### Company and Parent/Guardian/Student agree that:

1. All of Pittsburgh Prep's college admissions consulting is **designed to provide the utmost in professional services with the college admissions process** to help Students attain their academic goals in college admissions and all of its associated matters. All time spent will be **highly customized** to meet the Student's specific desires, aspirations, academic attainment, and career pursuits in a meaningful way. **Activities will include**, but are not limited to, regular meetings, phone calls, emails, general communication, transcript and activity analysis, profiling, career and major aspirations, application strategies, composing powerful personal narratives, and supplemental essay guidance. **If chosen separately** as part of the package, financial aid guidance, scholarship assistance, athletic recruitment help, summer or undergraduate program research, waitlist/deferral strategies, and college selection may also be included in the services. Direct application support is provided for **up to eight (8) colleges, one (1) main essay, and up to eight (8) supplementary essays**, though many more colleges may be (and is encouraged to be) added to the initial and final college list.
2. All packages also provide **administrative assistance** in the form of ongoing reminders, check-ins, and scheduling help to keep Student and Parent/Guardian on task.
3. Initial series of meetings will be conducted under **Pittsburgh Prep's unique proposition: to truly understand the student deeply and meaningfully** from the onset. After this initial period, all other aspects of the program will be conducted as part of the specific package selected for the student.
4. Pittsburgh Prep's professional college admissions Consultants will be available to perform services to **accommodate student schedules as best as they can**. Consultants will not be available to perform services during major holidays, unless specifically agreed to in advance. There will be no last-minute bookings nor working until last-minute deadlines. Pittsburgh Prep counselors and advisors will not be available on the following dates: **Oct. 14th, Oct. 15th, Oct. 31st, Nov. 1st, Dec. 31,**



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**Jan. 1, Jan. 14, and Jan. 15.** Students can opt to meet with our counselors on the above dates **at an extra hourly rate of \$299/hour**, if a counselor is available to meet during the above times. Finally, Pittsburgh Prep will be closed during all recognized Federal Holidays.

5. All scheduled meetings will take place through **virtual video conferencing** unless Consultants choose to operate out of the Company offices in a physical Pittsburgh Prep location. The determination to operate out of the Pittsburgh office will be based on a Consultant's perception of risk and exposure related to all health, safety, or emergency risks as defined by the Center for Disease Control and Prevention (CDC) and State Health Department guidelines.
6. Consultants will perform a good part of their **work during non-contact hours to maximize efficiency**, especially during the essay editing process. Each party should expect a reasonable turnaround time between each draft revision or remote task from each other, with a minimum 72 hours for edits and commentary feedback. Pittsburgh Prep will endeavor to help students to complete all of their tasks prior to every deadline. Students and Parent/Guardians will make all reasonable efforts to complete all assigned work on time.
7. **Parent/Guardian and Student agree to hold Company, their employees, agents, assigns, officers and Consultants harmless** for failure to meet deadlines and for any resulting college admissions decisions that do not satisfy expectations and for any injuries that may be caused for the Services rendered; Company and the Consultants cannot guarantee any specific outcomes since admissions decisions are directly connected to academic factors outside their control. Moreover, Parent/Guardian is ultimately responsible for confirming, reviewing and fact-checking all deadlines, policies, and application materials, whether applications are submitted with the Consultant at the Company's office or alone at the Student's home. In no event shall Company be liable to Parent/Guardian, Student or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reason to know or in fact shall know of the possibility. Parent/Guardian releases Company from all liability, damages and costs that might arise from participation in a Company activity including but not limited to travel to and from Company site, food allergies on Company site, weather-related conditions and any other harms that may occur.



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8. **Company will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes to the extent beyond its reasonable control:** acts of God, accidents, riots, war, terrorist acts, epidemics, pandemics, quarantines, civil commotion, breakdown of communication facilities, breakdown of web host or internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national emergencies or events, and unexpected college policy changes.
9. If Parent/Guardian or Student needs to cancel and reschedule a session that has already been scheduled, **Parent/Guardian or Student must provide a minimum of 24 business hours written notice to Company, otherwise it will be considered a late cancellation or a no-show.** In late cancellation or no-show situations, Consultants will make up the first missed session, but **will not be liable to make up any future last-minute cancellations or no-shows in any way.** Company may, in good faith, attempt to use the allocated time in a productive manner to benefit Student but there is no obligation to do so after the first missed or last-minute cancellation session.
10. **Company reserves the right to postpone scheduled hours in the event of extraordinary circumstances,** including inclement weather or health conditions of Consultants. In the event of these scenarios, the time shall be rescheduled as soon as reasonably possible.
11. Company will provide a TOTAL number of hours as follows:
  - For **12th graders**, 32 hours of college consulting plus 25 hours of essay composition guidance
  - For **11th graders**, 12 hours of monthly college consulting
  - For **9th and 10th graders**, 4 hours of quarterly college consulting

No hours can be used in advance nor be applied if time was missed. For example, a student who missed a monthly meeting will not be entitled to make up that hour. Extra hours for essay composition or essay composition may be requested at a rate of \$299/hour.



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12. Parent/Guardians are welcome to stay and observe during any session but **the program will be most effective when the Consultant works solely with the Student after the first group meeting.** In the event Student does not have Parent/Guardian present for the session, Parent/Guardian agrees to hold Company, its employees and contractors harmless, indemnify and defend Company, its employees and contractors from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses, including but not limited to attorney fees, accounting fees, and investigation costs to the extent permitted by law.
13. Consultants and Company will keep all of Student's information confidential and will contact other parties involved in Student's education only if given written permission by Parent/Guardian or Student to do so. However, there should be no expectation of privileged communication between Consultants and Student as it relates to Parent/Guardian; Consultants will maintain honest and open communication with Parent/Guardian throughout the process, with the belief that all parties benefit from open and clear communication. Please note: **All Pittsburgh Prep staff are mandatory reporters who are legally required to report abuse if we have reasonable cause to suspect that the child is a victim under relevant State laws.** For example, in PA, mandated reporters are defined under [PA Child Protective Services Law \(CPSL\), Section 6311.](#)
14. Company may provide Student and Parent/Guardian with electronic access to digital or downloadable resources on a website hosted by Company or a third-party website such as an online course platform. The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through Company website, any third-party website Company may use to distribute or host the resources, and contained in e-mails sent to you by Company, as well as the look and feel of all of the foregoing ("the Content") is property of Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.
15. Parent/Guardians will be charged tuition by the Company at a set fee, or under a prescribed installment plan. Please note that Pittsburgh Prep does not obligate our Parent/Guardians to stay in the program, and Parent/Guardian can cancel the program at any time. Package payments will also not be refunded after any



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payment has been made. If the Parent/Guardian does not make payments at the time due, the Company will pause services until payment is finalized. **All payments made are non-refundable.**

16. **Parent/Guardian shall be liable for payment, regardless of Student's disposition or ability to work with the Company or Consultants, the Parent/Guardian's disposition, or any other factors outside the scope of Company's control.** Parent/Guardian authorizes Company to bill the credit card that is kept on file at the time due and for the amount agreed to in the program enrolled. Pittsburgh Prep and its staff will make a good faith effort to notify the Parent/Guardian of any outstanding dues regularly. If Parent/Guardian does not submit payment within ninety (90) days after the due date, Company reserves the right to send owed fees to a licensed and bonded debt collector. Parent/Guardian shall pay any collection fees, legal fees and/or costs associated with non-payment.
17. Company may, in its sole discretion, terminate this contract for any reason. In this rare instance, refunds may be provided if the family has valid reasons such as unexpected financial hardship or health emergencies that may arise. Proof of hardship or emergency will be required for consideration of refund and cancellation of services.
18. If Student or Parent/Guardian views or accesses any of the Content, each will be considered Company's Licensee. For the avoidance of doubt, Student and Parent/Guardian are granted a revocable, non-transferable license for personal, non-commercial use only, limited to themselves only. This means Student and Parent/Guardian may view, download, print, email, edit and use one copy of individual pages of the Content for their own personal purposes only. Student and Parent/Guardian may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Content for commercial purposes or in any way that earns Student, Parent/Guardian, or any third party money. By downloading, printing, or otherwise using the Content for personal use, Student and Parent/Guardian in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Content shall constitute infringement. All rights not expressly granted in these terms or any express written license, are reserved by Company.



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19. Use of any materials found in the Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted ("Unauthorized Use"). Parent/Guardian agrees to pay liquidated damages of five (5) times the total fees paid to the Company in the event of Parent/Guardian or Student's Unauthorized Use, in addition to any legal or equitable remedies that Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use - the Content of the Company is extremely valuable and these liquidated damages are meant to compensate the Company without the need to go to litigation unless the Company deems it necessary. Parent/Guardian agrees that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to Company that may not be adequately compensated by damages, entitling Company to obtain injunctive relief, without bond, in addition to all legal remedies.
20. No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.
21. This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.
22. Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.
23. This agreement shall be governed by and construed in accordance with the laws of Pennsylvania. The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.



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## Revision History

Date	Rev.#	Initial	Notes
4/2022	1	SHK	Implementation
2/2023	2	SHK	Updated payment terms
4/2023	3	SHK/VA	Updated holidays, formatting