FAHEY ASSOCIATES

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Service Agreement

1. Fees: Subject to change on January 1, 2027.

Premier High School Program	Evaluation and recommended high school strategy with six follow-up meetings	$6,000
Petite High School Program	Evaluation and recommended high school strategy with four follow-up meetings	$3,600
Initial Consultation w/Report	Evaluation and Report only	$2500
Initial Consultation no Report	Evaluation only	$1800
College Application Program	Includes ten colleges. Requires a $2,000 non-refundable deposit.	$16000
UCAS General or Oxforc or Cambridge	For application and essays.	$2000 ea
Additional Application	Per college/program: arts, honors, scholarship	$1500 ea
Hourly Advising		$500 / hr

2. Working Hours

   Our office hours are Monday through Thursday, 10:00 AM - 6:00 PM. We respond to requests within 48-72 hours on business days. Unless otherwise arranged, we do not edit or advise during these holidays: Halloween evening, Thanksgiving Week, Winter Break (December 18-30), New Year's Eve, and New Year's Day.

3. Limits of Service

   a. Fahey Associates does not complete any tasks related to college application for the Student. Ultimately, all tasks, efforts, and deadlines in the college application process (resume, essays,

college list, applications, communications, etc.) are the responsibility of the Student and the Client.

b. Colleges may alter their essay prompts, questions, and requirements in the middle of an application season. Fahey Associates bears no responsibility for these last-minute alterations. We do our best to stay on top of all college requirements which are subject to change mid-season.

c. Fahey Associates does not guarantee admission to any institution.

4. Client (Parent) Involvement

College Application Program: We do not allow for Client over-involvement in the college application process; however, we require some Client involvement and oversight.

a. The Client is required to:
    i. Attend all parent-required meetings and webinars
    ii. Review resume in preparation for CAP Family Meeting I
    iii. Approve the final college list due June 15th - 30th
    iv. Review PDFs of all applications before CAP Family Meeting II
    v. Review final application(s) during the submission process

b. The Client is not invited to make changes to the Student's essays. If the Client steps in to direct the Student's writing, then we reserve the right to withdraw from the writing process. No refund will be provided if withdrawal is required.

c. The Client is expected to read all group and individual updates and requests made via email, text message, and voicemail. Failure to stay on top of these communications is the risk and responsibility of the Client.

d. We answer Clients' critical questions, however, the Program does not include regular ongoing advising of Clients (parents). If the Client needs additional support through this process, please contact us to discuss arrangements for supplemental Hourly Advising. See below for details.

5. Student Responsibilities

    a. The Student is responsible for reading and understanding all sections of this Service Agreement.

    b. The Student is expected to engage fully in our program, follow our timeline, workflow and methods, and meet all deadlines. This includes attending, showing up prepared for, and engaging fully in all advising sessions and meetings. If a student is not ready to engage in our program, we will recommend postponing work to a later date. It also includes carefully reading our instructions and following our requested tasks and protocols.

    c. The Student must provide accurate data on time (GPA, test scores, high school admissions rates).

    d. The Student is expected to read and respond to all group and individual updates and requests made via email, text message, and voicemail.

    e. The Student is expected to follow our program and complete all homework assignments on time. The Student is responsible for a calendar of deadlines which include completing multiple drafts and a final version of all essays and applications according to our timeline. All applications (including UCs and Regular Decision applications) must be completed by November 15th. The Student will contact us if difficulties arise that interfere with the ability to meet any deadlines.

    f. **Engagement in the 12-week Writing Program: Fahey Associates bears no responsibility for the Student who fails to complete essays within the timeline of our Writing Program.** We expect the Student to give their best effort to write their essays as soon as they commence in our Writing Program. Once the Student's essay has been marked Final, we consider the work on the essay complete.
        i. We bear no responsibility for Student if they, their parents or high school counselor are dissatisfied with the quality of their essays in the final hour and choose to rewrite them.
        ii. In any case, where a student has not taken advantage of the services we have provided, we reserve the right to charge

our hourly fee for any supplemental services.

g. **Outside essay advising: review of essays is highly subjective and opinions range on what an essay should accomplish. We do not review and address feedback from outside readers: other consultants, friends, family, high school counselors, etc. If you request feedback from others, you take responsibility for how you would like to handle their feedback.**

h. The Student is responsible for understanding and keeping up with all high school announcements, curriculum requirements, required forms (paper or online), high school requirements, and deadlines related to the college admissions process. The Student is also expected to stay in touch with the high school counselor and to review colleges under consideration.

i. **If you believe your student will have trouble following our program or completing required tasks, inform us immediately.**

6. Late Arrivals

a. When Clients come to us after August 15th, we consider this an urgent intervention, and we will do our best to prepare you to meet deadlines. To do so, the Client and Student must attend all meetings and complete work by the deadlines provided. We reserve the right to terminate service and charge for services provided to date if Student and Client have not fully engaged in the working relationship.

b. The cost of our program remains the same: we provide services within an expedited timeframe to accommodate you at this late juncture. This requires greater effort and management on our part.

c. We will provide service until November 15th. We strongly encourage you to find another counselor if this timeline does not work for you.

d. We will advise you based on what you have achieved to date. At this stage, it is too late to explore any significant changes to your profile, extracurricular history, and positioning.

7. Billing and Payment

    a. Deposits secure the engagement of our services and are non-refundable. A $2,000 deposit is required for the College Application Program.

    b. Payments for deposits and pending payments are the responsibility of the Client and are due immediately upon invoicing unless otherwise indicated. Services will be suspended if payment is not received on time. For families enrolled in the College Application Program, Installment 1 is due January 1st and Installment 2 is due June 1st.

    c. A late fee of 1.5% is applied to overdue invoices each month. A $75 service charge, plus any late fees if applicable, is applied to any failed payment.

    d. We do not accept payment by check or credit card. Payments may be made by online bank transfer only.

    e. Equal monthly installments may be approved at the discretion of the Company. The number of installments or payments may vary based on the date of program enrollment. Terms of installments will be clearly stated on the invoice and via email. If an installment payment is not received on the agreed-upon due date, Fahey Associates reserves the right to hold or terminate service until payment is received. **No refunds will be issued if the program is terminated because of non-payment or if the Agreement is terminated under Section 6(a) or terminated under Section 10.**

8. Hourly Advising

    Occasionally, Fahey Associates will provide hourly advising for urgent cases that we can handle or for additional services, including but not limited to pre-high school advising, summer applications, remedial writing help, and ongoing advising of parents who need support beyond the scope of the program and within the limits of our expertise.

    a. Our hourly time is billed in 15-minute increments.

    b. Invoices are generated monthly and based on services provided

through the last day of each month. Sometimes, services performed on the last few days of the month will appear on the following month's invoice.

c. The hourly rate increases to $750/hr when the Student or Client asks explicitly for work to be completed on weekends or holidays or with less than a 48-hour turnaround.

d. The first hour billed for hourly services is dedicated to onboarding the student: we collect all student information, materials and essay prompts; and create student documents.

e. The Student is expected to follow our program and complete all homework assignments on time. The Student is responsible for a calendar of deadlines which include completing multiple drafts and a final version of all essays and applications by November 15th. The Student will contact us if difficulties arise that interfere with the ability to meet any deadlines.

9. Cancellations, Refunds, and Fines

a. Premier or Petite High School Program: A client can reschedule up to 48 hours prior to a meeting. A cancellation made more than 72 hours in advance of the meeting receives a 100% refund. Thereafter there is a 50% refund. A minimum $150 administrative fee will be assessed to process ANY refunds, in addition to the PayPal fees incurred by Fahey Associates. **There are no refunds once the Petite or Premier High School Program has commenced.**

Follow-up meetings must be scheduled and completed before the end of the Student's junior year or they are forfeited. A follow-up meeting is also forfeited if it is canceled or postponed fewer than 24 hours in advance or if a no-show occurs.

b. College Application Program: Clients will be charged $300 if the Student cancels or postpones a scheduled advising session fewer than 24 hours in advance or if a no-show occurs.

c. Fahey Associates has a no refund policy.

d. Hourly Advising: Clients will be billed for the entire duration of a

scheduled session if a cancellation or postponement is made fewer than 24 hours in advance or a no-show occurs.

e. **No refunds are given for any service if the Agreement is terminated pursuant to Section 10 by either party.**
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10. Termination

This should be a comfortable and enjoyable working relationship. If either the Student or Fahey Associates feel that this relationship is not a proper fit, then either party may terminate this agreement upon 5 days notice.

Fahey Associates may terminate this agreement if:

a. The Client and Fahey Associates cannot agree on the definition of the college list.

b. The Student or Client behaves in a manner that is disorderly, disrespectful, or otherwise disruptive to the learning process or working relationship with the college counselor or writing advisor.

c. The Student or Client fails to take responsibility for the work, follow instructions, or meet deadlines.

d. The Student or Client does not want to follow the advising, methods, or procedures of Fahey Associates.

e. The Client asks us to review or incorporate an outside counselor's recommendations on the Student's essays (pursuant to 4B and 5G).

f. The Student fails to communicate within 72 hours.

g. We feel the Client is over-involved in the Student's process.

11. Independent Contractor

a. Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, franchise or employment relationship between the parties. Fahey Associates is an independent contractor of Client.

b. Fahey Associates shall have sole discretion and control over Fahey Associates' services and the manner in which it is performed under this Agreement. Fahey Associates will arrange for the scheduling and performance of the work as needed to fulfill the Services under the applicable package and will handle all details and logistics of performance.

c. This Agreement is non-exclusive and Fahey Associates may perform services for other clients and students as it sees fit in its sole discretion, even if other students are applying to the same universities as Student.

12. Remedies

a. MEASURE OF DAMAGES. THE MEASURE OF DAMAGES RECOVERABLE FROM FAHEY ASSOCIATES SHALL NOT INCLUDE ANY AMOUNTS FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE.

b. LIMITATION OF DAMAGES. IN THE EVENT FAHEY ASSOCIATES IS LIABLE TO CLIENT FOR DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT, THEN CLIENT MAY RECOVER ITS DIRECT DAMAGES UP TO AN AMOUNT NOT TO EXCEED IN THE AGGREGATE FOR ALL THE COMPENSATION PAID TO FAHEY ASSOCIATES UNDER THIS AGREEMENT FOR THE PROGRAM OR SCOPE IN DISPUTE.

13. General Provisions

a. Any notices to be given by either party to the other shall be in writing and may be transmitted either by email, personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the last known address of the parties. Notices delivered personally shall be deemed communicated as of the date of actual receipt, email notices shall be deemed communicated on the same day if received before 6:00 p.m., otherwise on the next business day; and mail notices be deemed communicated upon the earlier of receipt or four (4) days after mailing.

b. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the engagement of Fahey Associates and contains all of the covenants and agreements between the parties with respect to that

engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement shall supersede all financial and consulting obligations and promises made to the Client prior to the signing of this document.

c. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.

d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Client may not assign his/her/their rights under this Agreement. Attempted assignment will be void and of no legal effect.

g. The failure of either party at any time to require performance by the other party of any provision shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision be taken or held to be a waiver of the provision itself.

h. Time is of the essence in this Agreement.

i. The titles and subtitles used in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Each party cooperated in the drafting of this Agreement. If any construction is to be made of any provision of this Agreement, it shall not be construed against either party on the ground such party was the drafter of the Agreement or any particular provision.

j. If the performance of this Agreement or any duty or obligation hereunder is prevented, restricted, delayed or interfered with by a Force Majeure event (defined below) beyond either party’s

reasonable control and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation(s) of the party invoking this provision shall be suspended for the duration of such event, except for payment of monies. The term Force Majeure event shall include, without limitation, acts of God, fire, explosion, flood, earthquake, vandalism, storm or other similar natural occurrence, orders or acts of military, government or civil authority, regulations, laws or order by a court of competent jurisdiction, national emergencies, pandemics, local epidemics, insurrections, riots or wars (declared or undeclared), or strikes, lock-outs or work stoppages.

k. This Agreement may be executed in two or more counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instruction. This Agreement may be executed electronically. An electronic, digital or facsimile signature of a party shall be binding as an original.