

COMPLETE CLIENT LEGAL PACKET

COLLEGE ADMISSIONS CONSULTING SERVICES

Prepared for the use of

Dr. Nathan Hurwitz, College Admissions Consultant, Hurwitz Consulting, LLC
A Pennsylvania Limited Liability Company

This document constitutes a comprehensive contractual packet governing the relationship between the consulting firm and its clients.

ARTICLE I

INTRODUCTION AND PURPOSE

This Complete Client Legal Packet (the “**Agreement,**” “**Packet,**” or “**Contractual Framework**”) is entered into by and between:

Dr. Nathan Hurwitz, College Admissions Consultant, Hurwitz Consulting, LLC, a Pennsylvania Limited Liability Company (hereinafter referred to as the “Consultant,” “Firm,” “Company,” or “Advisor”)

and

the undersigned **Student and Parent(s) and/or Legal Guardian(s)** (collectively referred to as the “**Client**”).

This Packet establishes the complete legal terms governing the provision of educational consulting services relating to college admissions planning, academic advising, essay development guidance, interview preparation, application strategy consulting, and related advisory services.

This Packet is designed to consolidate multiple contractual protections typically maintained by professional consulting practices into a single integrated document for purposes of clarity, operational efficiency, and legal protection.

ARTICLE II

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings described below:

Admissions Consulting Services

All advisory services relating to college admissions preparation provided by the Consultant.

Application Materials

Any documents prepared for submission to colleges including essays, activity lists, resumes, portfolios, audition materials, or supplemental materials.

Confidential Information

Any non-public information disclosed by the Client or Consultant including academic records, essays, proprietary methods, or personal information.

Educational Records

Any student academic information including transcripts, grades, standardized test scores, recommendations, or related documentation.

Intellectual Property

All proprietary systems, materials, frameworks, written guides, methodologies, strategies, templates, worksheets, and digital resources developed by the Consultant.

Services

The consulting services provided by the Firm pursuant to this Packet.

Student

The applicant receiving admissions consulting services.

ARTICLE III

NATURE OF CONSULTING SERVICES

Section 3.01 Educational Advisory Role

The Consultant provides **educational advisory services only**. The Consultant does not function as an admissions officer, admissions decision-maker, or representative of any college or university.

The Consultant's role is to assist students and families in navigating the admissions process through strategic planning, coaching, and advisory guidance.

Section 3.02 Types of Services Provided

Consulting services may include but are not limited to:

- admissions strategy development
- academic planning consultation
- college list development
- essay brainstorming and editing guidance
- supplemental essay consultation
- application review and feedback
- interview preparation
- standardized test strategy consultation
- performing arts admissions preparation
- portfolio development guidance
- audition preparation strategy
- activity list development
- admissions resume preparation
- scholarship strategy consultation

Section 3.03 No Representation of Colleges

The Consultant does not represent any college or university.

No institution authorizes the Consultant to act on its behalf.

ARTICLE IV

NO GUARANTEE OF ADMISSION

The Client acknowledges and agrees that admission to colleges and universities is a competitive and uncertain process.

Admissions outcomes may depend upon numerous factors including:

- institutional priorities
- geographic representation
- academic profile of the applicant pool
- program capacity
- diversity objectives

- financial aid availability
- holistic review procedures

Accordingly, the Consultant **does not guarantee admission** to any educational institution.

The Client further acknowledges that any suggestion by third parties that admissions consulting services can guarantee admission is inaccurate and inconsistent with professional standards.

ARTICLE V

STUDENT AUTHORSHIP AND ESSAY INTEGRITY

Section 5.01 Authentic Student Voice

The Consultant is committed to maintaining ethical standards regarding application essays and written materials.

Students must write their own essays.

Section 5.02 Consultant's Role in Essay Development

The Consultant may provide:

- brainstorming assistance
- narrative development guidance
- structural suggestions
- editing for clarity and grammar
- feedback on tone and organization

However, the Consultant shall not compose essays on behalf of the Student.

Section 5.03 Responsibility for Final Content

The Student retains full responsibility for the final content of all application materials submitted to educational institutions.

ARTICLE VI

CONFIDENTIALITY AND STUDENT PRIVACY

Section 6.01 Protection of Student Information

The Consultant recognizes the sensitive nature of student academic records and personal information.

All Client information shall be treated as confidential.

Section 6.02 FERPA-Style Standards

While the Consultant is not an educational institution governed by the Family Educational Rights and Privacy Act (FERPA), the Firm voluntarily adheres to confidentiality standards consistent with FERPA principles.

Section 6.03 Permitted Disclosures

Confidential information may be disclosed only:

- with written client consent
- where required by law
- to authorized contractors assisting with consulting services

ARTICLE VII

INTELLECTUAL PROPERTY RIGHTS

Section 7.01 Ownership

All consulting methodologies and materials developed by the Consultant remain the exclusive intellectual property of the Firm.

Section 7.02 Examples of Protected Materials

Protected materials may include:

- essay coaching frameworks
- admissions planning systems
- worksheets and templates

- strategy guides
- proprietary educational resources

Section 7.03 License to Client

Clients are granted a limited non-transferable license to use such materials solely for personal educational purposes.

ARTICLE VIII

SESSION RECORDING POLICY

Section 8.01 Recording Consent

The Client acknowledges that consulting sessions conducted through online platforms may be recorded for purposes including:

- quality assurance
- internal training
- documentation
- client access to session recordings

Section 8.02 Ownership of Recordings

All recordings remain the property of the Consultant.

ARTICLE IX

CLIENT RESPONSIBILITIES

The Client agrees to:

- provide accurate academic information
- communicate promptly with the Consultant
- complete assignments in a timely manner
- meet institutional deadlines

Failure to fulfill these responsibilities may affect the effectiveness of consulting services.

ARTICLE X

PAYMENT TERMS

Fees for consulting services may be structured through:

- package pricing
- hourly consulting
- customized consulting programs

Payment schedules shall be established separately in writing.

ARTICLE XI

REFUND POLICY

Refunds may be issued only for unused services.

Refund requests must be submitted within the first **twenty-five percent (25%)** of the consulting program timeline.

Administrative processing fees may apply.

ARTICLE XII

LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Consultant's liability shall be limited to the amount of fees paid by the Client.

The Consultant shall not be liable for:

- admissions decisions
- scholarship awards
- institutional policy changes
- student academic performance

ARTICLE XIII

INDEMNIFICATION

The Client agrees to indemnify and hold harmless the Consultant from claims arising from:

- inaccurate client information
- student misrepresentation
- violation of academic integrity policies

ARTICLE XIV

FORCE MAJEURE

The Consultant shall not be liable for delays or interruptions resulting from events beyond reasonable control including:

- natural disasters
- internet outages
- illness
- institutional policy changes
- governmental actions

ARTICLE XV

GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

ARTICLE XVI

DISPUTE RESOLUTION

All disputes arising from this Agreement shall be resolved through **binding arbitration within the Commonwealth of Pennsylvania.**

ARTICLE XVII

SEVERABILITY

If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XVIII

ENTIRE AGREEMENT

This Packet constitutes the entire agreement between the parties and supersedes all prior discussions or representations.

ARTICLE XIX

CLIENT NON-CIRCUMVENTION AND NON-SOLICITATION AGREEMENT

Section 19.01 Purpose

The Consultant invests significant time, resources, and professional effort in identifying and developing relationships with specialized educational professionals, including tutors, editors, academic advisors, portfolio coaches, and other experts who may assist students during the admissions preparation process.

These relationships represent valuable professional assets of the Firm.

Accordingly, the purpose of this Article is to prevent Clients from circumventing the Firm by directly engaging professionals introduced through the Consultant.

Section 19.02 Covered Professionals

This Article applies to any individual or organization introduced to the Client through the Consultant, including but not limited to:

- subject tutors
- essay editors
- writing coaches
- academic specialists
- standardized test tutors
- audition coaches
- portfolio advisors
- application strategists

Such individuals are hereinafter referred to as “**Introduced Professionals.**”

Section 19.03 Non-Circumvention Obligation

Client agrees that during the course of the consulting relationship, and for a period of **twenty-four (24) months following the termination or completion of services**, Client shall not circumvent the Firm by directly engaging Introduced Professionals outside of the Firm’s consulting structure for the purpose of avoiding payment of consulting fees.

Section 19.04 Non-Solicitation

Client further agrees not to directly or indirectly solicit Introduced Professionals to provide services independently of the Firm.

This includes attempts to engage such professionals through alternative business entities, personal arrangements, or referrals through third parties.

Section 19.05 Liquidated Damages

Because damages resulting from circumvention are difficult to quantify, the parties agree that a violation of this Article shall result in **liquidated damages** equal to the greater of:

- **Five Thousand Dollars (\$5,000)**, or
- **three (3) times the total value of services obtained through circumvention**

This provision is intended as a reasonable estimate of damages rather than a penalty.

Section 19.06 Injunctive Relief

The Consultant shall be entitled to seek injunctive relief to prevent ongoing or threatened violations of this Article.

ARTICLE XX

EDUCATIONAL CONSULTING LIABILITY WAIVER

Section 20.01 Nature of Consulting Services

Client acknowledges that the services provided by the Consultant constitute **educational consulting and advisory services only**.

The Consultant provides guidance, coaching, and strategic advice regarding the college admissions process.

The Consultant does not function as:

- an admissions officer
 - a representative of any university
 - a guarantor of admissions outcomes
-

Section 20.02 Admissions Process Uncertainty

The Client acknowledges that the college admissions process is inherently uncertain and competitive.

Admissions decisions are made exclusively by educational institutions and may be influenced by numerous factors beyond the Consultant's control, including:

- applicant pool composition
- institutional priorities
- academic program capacity
- geographic representation

- demographic considerations
 - financial aid constraints
-

Section 20.03 Assumption of Risk

Client voluntarily assumes all risks associated with the admissions process.

Client acknowledges that even highly qualified applicants may be denied admission.

Section 20.04 Limitation of Liability

To the fullest extent permitted by law, the Consultant shall not be liable for:

- admissions decisions made by institutions
- scholarship or financial aid determinations
- institutional policy changes
- student academic performance
- delays caused by third parties

The Consultant's liability, if any, shall not exceed the amount of consulting fees paid by the Client.

Section 20.05 Waiver of Claims

Client waives any claim against the Consultant relating to admissions outcomes.

ARTICLE XXI

ADMISSIONS RISK DISCLOSURE

The Client acknowledges the following realities of modern college admissions:

1. Admissions standards change annually.
2. Colleges may adjust admissions priorities without notice.
3. Institutional priorities may favor certain applicant characteristics unrelated to academic merit.

4. Holistic admissions processes involve subjective evaluation.

Accordingly, admissions outcomes cannot be predicted with certainty.

ARTICLE XXII

ESSAY AUTHENTICITY CERTIFICATION

Section 22.01 Ethical Standards

The Consultant adheres to professional ethical standards regarding application essays.

Students must submit work reflecting their own ideas, experiences, and voice.

Section 22.02 Permitted Editing Assistance

Consultant assistance may include:

- brainstorming
 - structural guidance
 - editing suggestions
 - grammar corrections
-

Section 22.03 Prohibited Conduct

The Consultant will not:

- write essays on behalf of students
 - fabricate experiences
 - misrepresent student accomplishments
-

Section 22.04 Student Certification

By signing this Agreement, the Student certifies that all submitted essays represent the Student's own work.

ARTICLE XXIII

MINOR RECORDING AND MEDIA CONSENT

Because many consulting sessions occur via video conferencing platforms, sessions may be recorded for purposes including:

- quality assurance
- internal training
- documentation of advising sessions
- dispute resolution

Parents or legal guardians of minor students hereby consent to the recording of such sessions.

Recordings remain the property of the Consultant.

ARTICLE XXIV

STUDENT CONFIDENTIALITY AGREEMENT

The Consultant agrees to maintain the confidentiality of student educational records.

Confidential information may include:

- transcripts
- test scores
- essays
- recommendation letters
- personal information

The Consultant will not disclose such information without client authorization except where required by law.

ARTICLE XXV

CLIENT COMMUNICATION POLICY

To maintain effective consulting relationships, the following communication guidelines apply:

- Primary communication occurs via scheduled sessions and email.
 - Response times may vary based on workload.
 - Emergency requests cannot always be accommodated immediately.
-

ARTICLE XXVI

TIMELINE RESPONSIBILITY ACKNOWLEDGMENT

Although the Consultant provides planning guidance and reminders, the Client remains ultimately responsible for meeting all institutional deadlines.

This includes deadlines relating to:

- application submission
 - testing registration
 - financial aid forms
 - scholarship applications
-

ARTICLE XXVII

TECHNOLOGY AND PLATFORM DISCLAIMER

Consulting sessions may rely on third-party technology platforms including:

- video conferencing platforms
- scheduling software
- cloud storage services

The Consultant shall not be liable for disruptions caused by third-party platforms.

ARTICLE XXVIII

CLIENT CODE OF CONDUCT

Clients agree to conduct themselves respectfully and professionally.

The Consultant reserves the right to terminate services in cases of:

- harassment
 - abusive behavior
 - unethical requests
-

ARTICLE XXIX

TERMINATION OF SERVICES

Either party may terminate the consulting relationship upon written notice.

Refund policies described earlier in this Packet remain applicable.

ARTICLE XXX

SIGNATURES AND ACKNOWLEDGMENT

By signing below, the Client acknowledges that they have read, understood, and agree to the terms of this Complete Client Legal Packet.

Student Name: _____

Student Signature: _____

Parent/Guardian Name: _____

Parent Signature: _____

Date: _____

COMPLETE CLIENT LEGAL PACKET

PART III – WEBSITE POLICIES, INTELLECTUAL PROPERTY, AND FINAL PROVISIONS

ARTICLE XXXI

WEBSITE TERMS OF SERVICE

Section 31.01 Acceptance of Terms

By accessing or using the website operated by **Dr. Nathan Hurwitz, College Admissions Consultant, Hurwitz Consulting, LLC** (the “Website”), users agree to be bound by these Terms of Service.

If a user does not agree to these Terms, the user must discontinue use of the Website immediately.

Section 31.02 Informational Nature of Website Content

All materials presented on the Website are provided for informational purposes only.

Website content may include:

- blog posts
- admissions guidance articles
- educational resources
- downloadable guides
- informational videos

Such materials are not intended to constitute individualized educational consulting services unless provided through a formal consulting engagement.

Section 31.03 No Admissions Guarantees

The Website may contain educational information about college admissions.

Users acknowledge that the Company does not guarantee:

- admission to any college or university
 - scholarship awards
 - financial aid outcomes
 - acceptance into specific academic programs
-

Section 31.04 Permitted Use

Users may access the Website solely for lawful purposes related to learning about educational consulting services.

Users agree not to:

- attempt unauthorized access to the Website
 - interfere with website functionality
 - upload malicious software
 - scrape or reproduce website content
-

ARTICLE XXXII

WEBSITE PRIVACY POLICY

Section 32.01 Commitment to Privacy

The Company recognizes the importance of protecting the privacy of website visitors and consulting clients.

The Firm takes reasonable administrative and technical measures to safeguard personal information.

Section 32.02 Information Collected

The Website may collect the following categories of information:

Personal Information

- name
- email address
- phone number
- student grade level
- school name

Technical Information

- IP address
 - browser type
 - device type
 - pages visited
-

Section 32.03 Use of Information

Information collected may be used for purposes including:

- responding to inquiries
 - scheduling consultations
 - delivering consulting services
 - improving website functionality
 - communicating educational resources
-

Section 32.04 Student Privacy

Because many consulting clients are minors, the Firm maintains confidentiality standards consistent with **FERPA-style educational privacy practices**.

Student records and application materials are treated as confidential.

Section 32.05 Third-Party Services

The Company may use third-party service providers for:

- payment processing
- scheduling software
- cloud document storage
- communication platforms

Such providers may have limited access to personal information solely for the purpose of delivering services.

Section 32.06 Data Security

The Firm implements reasonable security practices including:

- password-protected storage
- restricted access to records
- encrypted communication where available

However, no digital system can guarantee absolute security.

Section 32.07 Changes to Privacy Policy

The Company reserves the right to update this Privacy Policy periodically.

Users are encouraged to review the Policy regularly.

ARTICLE XXXIII

INTELLECTUAL PROPERTY PROTECTION

Section 33.01 Ownership of Proprietary Materials

All consulting methodologies, written materials, educational frameworks, and instructional resources created by the Consultant constitute proprietary intellectual property of the Company.

Such intellectual property may include but is not limited to:

- admissions strategy frameworks
 - essay development systems
 - admissions planning timelines
 - proprietary worksheets
 - consulting templates
 - digital educational materials
-

Section 33.02 Copyright Protection

All materials created by the Consultant are protected by United States copyright law.

Unauthorized reproduction, distribution, or commercial use of such materials is prohibited.

Section 33.03 Trademark Protection

The names, branding, and logos associated with the consulting practice may constitute trademarks or service marks of the Company.

Users may not use such marks without permission.

ARTICLE XXXIV

CONSULTING MATERIALS LICENSE AGREEMENT

Section 34.01 Limited License

Clients are granted a limited, non-exclusive, non-transferable license to use consulting materials provided by the Firm solely for personal educational purposes.

Section 34.02 Prohibited Uses

Clients may not:

- distribute consulting materials to third parties
 - upload materials to public platforms
 - sell or commercialize consulting resources
-

Section 34.03 Protection of Proprietary Methods

Clients acknowledge that the consulting frameworks developed by the Firm represent significant intellectual property developed through professional expertise.

Clients agree not to disclose such methodologies.

ARTICLE XXXV

DIGITAL CONTENT AND EDUCATIONAL RESOURCES

The Company may create educational resources including:

- blog posts
- videos
- downloadable guides
- newsletters
- admissions strategy documents

These resources remain the property of the Company.

Users may not reproduce such materials without permission.

ARTICLE XXXVI

DISCLAIMER REGARDING THIRD-PARTY CONTENT

The Website may contain references or links to third-party websites or educational institutions.

The Company does not control and is not responsible for the content, policies, or practices of such external websites.

ARTICLE XXXVII

GOVERNING LAW

All provisions contained within this Complete Client Legal Packet shall be governed by the laws of the **Commonwealth of Pennsylvania**, without regard to conflict-of-law principles.

ARTICLE XXXVIII

DISPUTE RESOLUTION

Any dispute arising from or relating to this Packet shall be resolved through **binding arbitration** within the Commonwealth of Pennsylvania.

The parties agree that arbitration shall serve as the exclusive method of dispute resolution except where injunctive relief is necessary.

ARTICLE XXXIX

SEVERABILITY

If any provision of this Packet is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XL

ENTIRE AGREEMENT

This Complete Client Legal Packet constitutes the **entire agreement between the parties** and supersedes all prior discussions, negotiations, representations, or agreements relating to the consulting relationship.

No modification of this Packet shall be effective unless made in writing and signed by both parties.

ARTICLE XLI

ELECTRONIC SIGNATURES

The parties agree that electronic signatures, including signatures executed through digital signature platforms, shall be legally binding and enforceable.

ARTICLE XLII

ACKNOWLEDGMENT OF UNDERSTANDING

By signing below, the Client acknowledges that they have:

- read the Complete Client Legal Packet
- understood the provisions contained herein
- had the opportunity to ask questions
- voluntarily agreed to the terms of the consulting relationship

SIGNATURE PAGE

Student Name: _____

Student Signature: _____

Parent/Guardian Name: _____

Parent Signature: _____

Date: _____

Consultant Representative:

Dr. Nathan Hurwitz
College Admissions Consultant
Hurwitz Consulting, LLC

Signature: _____

Date: _____
