

# Enrollment Agreement

<b>Name</b>	Student: [Aaron Rodgers]	Parent(s): [Ann Rodgers] [Tom Rodgers]
<b>Class</b>	3 & 4 Year Preschool Class	Academic Year 20__ - __
<b>Deposit</b>	<p><b>Amount: \$</b> _____</p> <p>Parent(s) will pay a deposit to Client no later than _____, 20__.</p> <p>Student's place in the School will not be reserved unless Client receives the deposit by the due date stated above. See the attached terms and conditions for more information about disposition of the deposit at the end of the academic year.</p>	
<b>Tuition</b>	<p><b>Amount: \$</b> _____</p> <p>Parent(s) will pay tuition to Client according to one of the following payment schedules (please check selected option):</p> <p><input type="checkbox"/> Parent(s) will pay \$_____ by August 1, 20__.</p> <p><input type="checkbox"/> Parent(s) will pay a first installment of \$_____ by August 1, 20__, and a second installment of \$_____ by January 31, 20__. Parent(s) will pay a related administrative fee of \$_____ by August 1, 20__.</p> <p><input type="checkbox"/> Parent(s) will pay ten equal installments of \$_____, each due the first day of each month beginning on August 1, 20__, and ending on May 1, 20__. Parent(s) will pay a related administrative fee of \$_____ by August 1, 20__.</p> <p>Parent(s) will also pay other charges as described in the attached terms and conditions.</p> <p>Failure to make timely tuition payments may result in suspension or dismissal of Student from School, incurrence of late fees, and other consequences. See the attached terms and conditions for more information.</p>	
<b>Payment Method</b>	<p>Checks should be made out to "_____" and delivered in person or by mail to the address set out at the bottom of this page.</p> <p>[PayPal payments should be sent to: _____.]</p>	
<b>Cancellation by Parent</b>	<p>Parent(s) may cancel enrollment by providing written notice of cancellation to Client no later than July 1, 20__.</p> <p>If Parent(s) do(es) not so cancel or if Student later leaves the School, Parent(s) will remain obligated to pay the full tuition for the academic year. See the attached terms and conditions for more information.</p>	
<b>Contract</b>	<p>Other terms of enrollment, including provisions relating to curriculum, research and other School activities, student withdrawal or dismissal, photography, video and other recording of students, liability waiver, and arbitration, are set out in the attached terms and conditions. This document references the Parent Handbook, which sets out additional information about School activities and expectations. This document, which includes the attached terms and conditions (together, the "Agreement"), creates a legal contract between Parent(s) and Client.</p> <p>Student's place in the School will not be reserved unless Parent(s) sign(s) this Agreement and Client receives the signed Agreement no later than _____, 20__.</p>	

**CONFIRMED AND AGREED:**

**Parent:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**Parent:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**[Client]:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

# Terms and Conditions

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## 1. Enrollment Terms

### 1.1 Enrollment

Subject to deposit and contract receipt, [\_\_\_\_\_] (“Client”) will enroll the student named on the cover page (“Student”) in [\_\_\_\_\_] School at [\_\_\_\_\_] (“School”) in the class and for the academic year specified on the cover page.

### 1.2 Parent Handbook

The parent(s) and/or legal guardian(s) named on the cover page (collectively, “Parent”) acknowledge(s) receipt of the School’s Parent Handbook. The Parent Handbook covers matters such as daily routines and schedules, parent participation, facilities, and safety. Parent’s obligations under this Agreement include complying with, and ensuring that Student complies with, the Parent Handbook.

### 1.3 Re-enrollment

Following completion of the academic year, Parent may apply for the Student to re-enroll in the School for the following academic year. Parent must submit the application to Client in the manner and by the due date set by Client. Client reserves the right to determine, in its sole discretion, whether to admit Student to the School for re-enrollment. Parent understands that Client, in considering Parent’s application, will take into account Student’s performance in the School and Parent’s compliance with this Agreement during the academic year.

## 2. Deposit

### 2.1 Payment

Parent will pay a deposit to Client in the amount, in the manner, and by the due date set out on the cover page.

### 2.2 Use

During the academic year, Client may apply all or any part of the deposit to any unpaid and outstanding (a) tuition amounts, (b) late fees, or (c) other fees described in Section 3.

### 2.3 Refund or Other Disposition

At the end of the academic year, Parent may elect to treat any remaining deposit amount as follows:

(a) apply it towards the deposit for the next academic year if Client re-enrolls Student in the School for that year, (b) donate it to Client, or (c) request a refund in a writing received by Client no later than June 30.

## 3. Tuition and Other Fees

### 3.1 Tuition

Parent will pay the tuition amount according to the selected payment schedule set out on the cover page.

### 3.2 Late Fees

Any tuition payment that remains unpaid more than five business days past its due date will be considered an overdue amount and will accrue

interest at a rate of [\_\_\_\_\_] % per month from its due date. Parent will, within five business days after Client’s request, pay to Client any overdue amounts, any accrued interest, and a \$[\_\_\_\_\_] late charge for every month in which there exists an overdue amount.

### 3.3 Other Fees

Parent will pay, within five business days after Client’s request, costs related to additional School activities, including, without limitation, costs for supplies, special activities or events, field trips, or after care.

### 3.4 Failure to Make Payments

Parent acknowledges that failure to make timely payments under this Section 3 may result in significant consequences, including, without limitation, suspension or dismissal of Student.

## 4. School Activities

### 4.1 Curriculum

Client describes the School’s general approach to education in the Parent Handbook. Client retains the right to make changes, in its sole discretion, to the School’s curriculum and program offerings. Parent acknowledges that Parent is not entitled to approve the School’s curriculum or to receive advance notice of or approve changes to the curriculum or program offerings.

### 4.2 Authorization

Parent consents to and gives permission for Student’s participation in all activities offered by the School.

### 4.3 Field Trip Consent

Parent consents to and gives permission for Student’s participation in walking or other field trips outside the grounds of Client.

### 4.4 Behavioral Expectations

Parent will comply with, and will ensure that Student complies with, any applicable School policies, rules, or standards of academic and social behavior. Client, in its sole discretion, may suspend or dismiss Student from the School, as provided in Section 5.3.

### 4.5 Research Laboratory School

Parent understands that the School is a research laboratory school and works with, among others, [\_\_\_\_\_]. The School allows researchers to conduct studies on child development in a preschool setting in which children, including Student, may be regular participants in ongoing research studies and projects. Parent consents to Student’s participation in this research. Client will keep confidential any individually identifiable student information in any published and written data resulting from the research. If Parent desires to have Student abstain from a particular study, Parent will promptly notify Client.

#### **4.6 No Representations**

Client makes no representations or undertakings as to the kind, quality, or appropriateness of the School's curriculum or program offerings for the Student. If Client determines that the School's curriculum or program offerings are not meeting the needs of the Student, School staff will discuss the matter with Parent. Client does not represent that participation in School will lead to Student's future success in subsequent school admissions or other academic or professional pursuits after completing the School's program.

### **5. Withdrawal and Dismissal**

#### **5.1 Withdrawal by July 1**

Before the academic year commences, Parent may withdraw Student from School by delivering a written notice to Client by July 1 of the year of enrollment. In such event, Client will retain the deposit described in Section 2, but Parent will have no further obligation to pay tuition or other charges under this Agreement.

#### **5.2 Withdrawal After July 1**

After July 1 of the year of enrollment, Parent may withdraw Student from School by delivering a written notice to Client. However, in such event, Client will retain the deposit described in Section 2, and Parent will remain obligated to pay all amounts due under Section 3. Client will have no obligation to refund any remaining deposit amount prior to the end of the academic year.

#### **5.3 Dismissal from School**

Client may suspend or dismiss Student from School if (a) Parent fails to make timely payments in accordance with Section 3, (b) Parent or Student breaches any of the terms of this Agreement, the Parent Handbook, or other applicable policies, rules, or standards, or (c) Client, in its professional judgment, deems it appropriate to do so.

#### **5.4 Payment and Deposit Consequences**

If Student is suspended, dismissed, or fails to attend the School, Parent will remain obligated to pay all amounts due under Section 3. Client will have no obligation to refund any tuition amounts previously paid or to refund any remaining deposit amount prior to the end of the academic year.

### **6. Media and Legal Releases**

#### **6.1 Media Release**

Parent agrees that Client may record, film, stream, or photograph the Student at School or Student's work. Parent authorizes and grants Client the right to use such recordings ("Recordings"), and otherwise use Student's name, image, and voice and images of Student's work, in any and all media (including, without limitation, website, social media, publications, marketing materials, and research articles and lectures) in connection with Client's promotional, fundraising, outreach, recordkeeping, research, or

other activities. Parent is not entitled to inspect or approve, receive notice of, or receive any payment for such use. Parent waives any legal claims related to Client's use of the Recordings, Student's name, image, or voice, or images of Student's work.

If Parent does not wish to agree to this media release, please check this box:

#### **6.2 Release of Legal Claims**

Parent waives and releases any and all claims against Client and its directors, officers, agents, employees, volunteers, and affiliates (collectively, "Released Parties") for any liability, loss, damages, claims, expenses, and attorneys' fees resulting from damage to the property of, physical or emotional injury to, or death of Student or Parent, caused by or arising directly or indirectly from Student's or Parent's presence at the School or participation in School activities, regardless of the cause and even if caused by negligence, whether passive or active. Parent agrees not to sue any of the Released Parties on the basis of these waived and released claims. Parent waives the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to Parent at the time Parent signed this Agreement.

#### **6.3 Medical Care Consent**

Parent authorizes Client to provide to Student first aid and, through medical personnel of Client's choice, medical assistance, transportation, and emergency medical services. This consent does not impose upon Client a duty to provide such assistance, transportation, or services.

### **7. General Provisions**

#### **7.1 Entire Agreement**

This Agreement expresses Parent's and Client's entire, final, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral communications, negotiations, understandings, or agreements between Parent and Client relating to its subject matter. If there are any inconsistencies between the Parent Handbook and this Agreement, this Agreement will control.

#### **7.2 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both Parent and Client which recites that it is an amendment to this Agreement.

#### **7.3 Severability**

If any provision in this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

**7.4 Waiver**

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**7.5 Force Majeure**

Client will not be liable, financially or otherwise, for failure to perform if nonperformance is caused by any destruction, material damage, or other unavailability of the School premises; protests or civic unrest; interruption of public utilities; traffic problems; strikes or other labor disputes; emergency; acts of God; the elements; power failures, or any other causes beyond Client's control. If such an event occurs, Client's duties and obligations may be modified, suspended, or postponed until such time as the School, in Client's sole discretion, may resume operations, and Client will have no obligation to refund any tuition or other payments made under this Agreement.

**7.6 Personal to Student**

Parent may not transfer, assign, or sell Student's place in the School.

**7.7 Collection Costs**

Parent will promptly pay to Client any collection costs incurred by Client in collecting from Parent any

overdue amounts, accrued interest, or late charges, including, without limitation, administrative costs, attorneys' fees and costs, or collection company fees.

**7.8 Joint and Several Liability**

If more than one parent or legal guardian signs this Agreement, each Parent will be jointly and severally liable for all obligations under this Agreement.

**7.9 Governing Law**

This Agreement is governed by California law.

**7.10 Arbitration**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including, without limitation, the determination of the scope or applicability of this Agreement to arbitrate, will be determined by arbitration in [\_\_\_\_\_] County, California before one arbitrator. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Section 7.10 will not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.