



# Empire Academy, Inc.

## ENROLLMENT CONTRACT 2008 – 2009 Academic Year

**ENROLLMENT REQUEST:** This Enrollment Contract must be completed in full, signed, and returned to the Empire Academy, Inc., School (“School”) by the parent(s) or guardian(s) with financial responsibility for the Student. It is not binding until countersigned by the School. If countersigned, a signed copy will be returned to you by mail.

The undersigned parent(s) or guardian(s) request that the School enroll \_\_\_\_\_ (“Student”) in the \_\_\_ th grade for the 2008-2009 academic year (“Academic Year”).

If countersigned by the School, this becomes a binding contract and the undersigned parent(s) or guardian(s) agree(s) to timely pay the Enrollment Deposit, Tuition, and other fees, charges and amounts described below and agree(s) to be bound by all of the other terms and conditions of this Enrollment Contract.

**ENROLLMENT DEPOSIT:** Parent(s) or guardian(s) shall pay to the School an Enrollment Deposit in the amount of \$\_\_\_\_\_ with the return of this contract due by \_\_\_\_\_. The Enrollment Deposit is non-refundable and shall be applied by the School to the Tuition for the Academic Year. If the deposit is not paid and the contract is not returned when due, the School is not obligated to reserve a place for the Student for the Academic Year.

**TUITION, FEES, AND OTHER CHARGES:** Tuition for the regular academic program for the Academic Year is \$\_\_\_\_\_ (“Tuition”). Tuition covers only the regular academic program. It does not cover Tutoring, Extended Care, other special activity fees, or other items. Additional service charges shall apply for Payment Plans 2 and 3. Tuition, and service charges must be paid in the amount and according to the attached schedule for the Tuition Payment Plan selected below.

### Tuition Payment Plans – YOU MUST CHECK ONE OF THE FOLLOWING BOXES:

- Plan I     Full Year Plan: All Tuition and fees for the year prepaid by May \_\_\_\_\_, 2008.
- Plan II     Two-Payment Plan: ½ Tuition (less ½ of the Enrollment Deposit) plus fees for the year payable by August, \_\_\_\_\_ and ½ Tuition (less ½ of the Enrollment Deposit) payable by January, \_\_\_\_\_. **A financing fee of \$100 is added to the January 2009 payment.**
- Plan III     Monthly Plan: Tuition (less the Enrollment Deposit) and fees payable in ten equal monthly payments beginning August \_\_\_\_\_ and ending May \_\_\_\_\_. **A financing fee of \$20.00 is added to each payment for a total of \$200.**

**The School does not issue invoices. It is the responsibility of the parent(s) or guardian(s) to submit payments on time. There is a late fee of \$75 for any payment not received within 10 days of the due date.** All payments shall be collected by EMPIRE ACADEMY, INC. through their payment procedure options. Please see the enclosed brochure/document for details. There is a \$25 charge for each electronic transfer that fails due to insufficient funds. If any payment is past due by more than 30 days, the School may refuse enrollment, suspend or expel the Student. However, such action shall not relieve the obligation to make all payments provided in this Enrollment Contract.

**OBLIGATION TO PAY IS UNCONDITIONAL:** The obligation to pay the Enrollment Deposit, Tuition and all other fees and charges is unconditional. No portion of these amounts that have been paid shall be refunded under any circumstances, including the absence, withdrawal, suspension or expulsion of the Student. No portion of these amounts that are unpaid shall be canceled under any circumstances, except under the specific terms set forth in the following paragraph titled Withdrawal/Removal.

**WITHDRAWAL/REMOVAL:** The undersigned parent(s) or guardian(s) acknowledge(s) and agree(s) that once they have signed this Enrollment Contract, the School can no longer offer the Student's place to another student. The undersigned parties also acknowledge and agree that once the Enrollment Contract has been signed, the student's withdrawal, expulsion or other failure to attend the School for the Academic Year creates difficulties for and burdens on the School in attempting to fill spaces on short notice, in the disruption of the School's planning, staffing and budgeting, in the additional administrative time required to handle student departures and admissions, and related problems. The undersigned parties therefore acknowledge and agree that the withdrawal, expulsion or other failure of a student to attend the School for the Academic Year once this Enrollment Contract has been signed by the parent(s) or guardian(s) and countersigned by the School has serious financial consequences for the parent(s) or guardian(s). The undersigned parent(s) or guardian(s) further acknowledge and agree that the calculation of the damages to the School in the event of the Student's withdrawal, expulsion or other failure to attend the School for the Academic Year would be impractical or extremely difficult to determine.

In recognition of the above acknowledgements and agreements, the undersigned parent(s) or guardian(s) and the School agree to **liquidated damages** as follows in the event that this Enrollment Contract is signed by all parties and any portion of the Enrollment Deposit, Tuition and other fees and charges have not been paid in full:

If the parent(s) or guardian(s) withdraw the Student, or if the Student is expelled or for any other reason ceases to attend the School during the Academic Year, they may avoid the obligation to pay any unpaid fees and charges only provided that (1) written notice of the Student's withdrawal is received by the School on or before \_\_\_\_\_ (or 14 calendar days after the effective date of this Enrollment Contract, whichever is later) and (2) a qualified replacement student is accepted and enrolled to fill the opening created by the withdrawing Student on or before August \_\_, 2008.

In the event that both of the conditions of the previous paragraph are not satisfied, liquidated damages shall be calculated as follows:

(1) If the notice of withdrawal is received by the School prior to the first day of classes for the Academic Year: For the period between the effective date of this Enrollment Contract and the receipt by the School of written notice of the Student's withdrawal, the amount of liquidated damages shall be the sum of the Enrollment Deposit and the New Student Enrollment Fee (if applicable), plus \$\_\_\_\_\_ (an amount equal to one-sixth of the amount of the total Tuition for the Academic Year, less the

Enrollment Deposit) for each 30-day period or portion of period between the effective date of this Enrollment Contract and the date the notice of withdrawal is received by the School.

(2) If the notice of withdrawal is received by the School on or after the first day of classes for the Academic Year: The amount of liquidated damages shall be the sum of all unpaid fees and charges under this Enrollment Contract.

Notwithstanding the above other liquidated damages provisions, in no event shall the School be obligated to refund any amounts already paid.

**PHOTO RELEASE:** On occasion, the School may photograph or record (on media such as film, videotape, audiotape and audio or video digital storage), or allow others to photograph or record, the Student in connection with press coverage for activities at the School, the production of teacher training films and other promotional materials for the School. The undersigned parent(s) or guardian(s) consents to any and all uses of said media portraying the Student. Further, the undersigned parent(s) or guardian(s) relinquishes and disclaims all rights to any such photograph or recording portraying the Student.

**FIELD TRIP RELEASE FORM:** The School will organize field trips during the Academic Year, in which the Student will participate away from the School's site in Santa Cruz, CA. Such field trips may involve transportation of the Student in private vehicles operated by other parents or volunteers, or in hired transportation or public transportation. Field trips will take place at locations that are not under the control of the School. In consideration for Student's participation in such field trips, undersigned parent(s) or guardian(s) hereby release the School from all claims resulting from injury to the person or property of said Student during such field trips and covenant not to sue the School for any such injuries.

**OTHER OBLIGATIONS AND TERMS OF THIS CONTRACT:** All medical forms, emergency forms and other registration forms required by the School shall be completed and submitted to the School in a timely manner (before the first day of classes).

The School reserves the right to refuse enrollment, implement disciplinary actions as indicated in the Family Handbook, or to suspend or expel the Student, for any violation of School rules, policies, or behavior guidelines on the part of the Student, parent(s) or guardian(s). The parent(s) or guardian(s) acknowledge receipt of Empire Academy, Inc.'s Family Handbook which contains the policies, procedures, rules and disciplinary and other guidelines of the school, which by this reference are incorporated herein. Any violation of this Family Handbook constitute grounds for the School to refuse enrollment, or to suspend or expel the Student

The parent(s) or guardian(s) are financially responsible for paying the reasonable cost to repair or replace any damage to School property caused by the Student. If such damage occurs, the School shall inform parent(s) or guardian(s) of the amount of their responsibility and such payment shall be made promptly and shall be subject to the same penalties for non-payment that apply to other fees and charges under this Enrollment Contract.

The obligations of the parent(s) or guardian(s) under this Enrollment Contract are joint and several.

This Enrollment Contract is intended to be a complete and exclusive statement of the terms of the Student's enrollment for the Academic Year. It supercedes all prior agreements, oral or written, between the parties concerning enrollment of the Student for the Academic Year. It may not be modified except in writing and signed by the parent(s) or guardian(s) and the School.

No failure of the School to enforce any provision of this Enrollment Contract shall be deemed to be a waiver of any rights to do so at any future time.

Should any portion of this Enrollment Contract be deemed unenforceable by a court of law, it is the intention of the parties that the remaining portions shall continue to be in full force and effect.

Any legal action to enforce or interpret this Enrollment Contract shall be brought in the County of Santa Cruz, California, and shall be made on the basis of California law. In any such legal action, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

The effective date of this Enrollment Contract is the date on which it is countersigned by the School as set forth below.

- ➔ **REMINDERS:** 1) **Have you checked the desired tuition plan on page 1?**  
2) **Have you enclosed the \$\_\_\_\_\_ Enrollment Deposit?**

**I/We agree to all of the above terms and conditions of the Enrollment Contract:**

[Signature(s) of parent(s) or guardian(s) financially responsible for Student]

Dated: \_\_\_\_\_  
\_\_\_\_\_ Signature

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

Dated: \_\_\_\_\_  
\_\_\_\_\_ Signature

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

Accepted by Empire Academy, Inc.

Dated: \_\_\_\_\_  
\_\_\_\_\_, Administrator