



## AGAPE VILLAGE DAY PROGRAM

*Enrollment and Financial Contract*

**2023-2024 Academic Year**

**This is a legally binding contract. Please read it carefully.**

This enrollment and financial contract is between Agape Village, Inc and the parent(s) or legal guardian(s) (referred to as "Parents", which term includes the singular or plural, as applicable) of \_\_\_\_\_ (hereinafter "Participant"). All persons signing this contract are jointly and severally liable for the tuition and fees set forth herein. Parent's signatures and/or initials on this Contract evidence Parent's understanding and agreement to the terms of this Contract, as follows:

### **Participant Information (if siblings are being enrolled, each student needs to submit a separate agreement)**

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Citizen Of: \_\_\_\_\_ SS#: \_\_\_\_\_

Name of last school(facility) attended: \_\_\_\_\_ Dates attended: \_\_\_\_\_ to \_\_\_\_\_

Address of last facility attended: \_\_\_\_\_ Grade completed: \_\_\_\_\_

### **Parent /Legal Guardian 1 Information**

Name: \_\_\_\_\_ Home Ph. (\_\_\_\_) \_\_\_\_\_ Work Ph. (\_\_\_\_) \_\_\_\_\_

Cell Ph. (\_\_\_\_) \_\_\_\_\_ Home Address: \_\_\_\_\_

Employer: \_\_\_\_\_ Bus. Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **Parent /Legal Guardian 2 Information**

Name: \_\_\_\_\_ Home Ph. (\_\_\_\_) \_\_\_\_\_ Work Ph. (\_\_\_\_) \_\_\_\_\_

Cell Ph. (\_\_\_\_) \_\_\_\_\_ Home Address: \_\_\_\_\_

Employer: \_\_\_\_\_ Bus. Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Participant lives with:**

\_\_\_\_\_ Both Parents/ Legal Guardians \_\_\_\_\_ Parent/ Legal Guardian 1 \_\_\_\_\_ Parent/ Legal Guardian 2 \_\_\_\_\_ Other

**Correspondence and student information should be sent to:**

\_\_\_\_\_ Both Parents/ Legal Guardians \_\_\_\_\_ Parent/ Legal Guardian 1 \_\_\_\_\_ Parent/ Legal Guardian 2 \_\_\_\_\_ Other

**For billing purposes, all bills should be sent to:**

\_\_\_\_\_ Both Parents/ Legal Guardians \_\_\_\_\_ Parent/ Legal Guardian 1 \_\_\_\_\_ Parent/ Legal Guardian 2 \_\_\_\_\_ Other

Please provide billing name and address if different from above:

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**1. Enrollment**

Participant, if accepted, will be enrolled for all portions of the 2023-2024 fiscal year in the (circle one) **Part-Time** or **Full-Time** Program.

**2. Annual Donation Deposit**

Parents understand that for the Agape Village to consider the application and to conditionally reserve a place for the Participant for the fiscal year stated above Parent must submit the original executed Contract along with your Annual Donation in the amount of \$500. made payable to Agape Village, Inc. within 10 days of the date of this Contract set forth above. Parents understand that the Annual Donation Deposit is earned in full by Agape Village upon Parents submission of the Contract and fees and Agape Village’s consideration of Participant’s application. The Annual Donation/Deposit is not refundable and may not be transferred to another Enrollment and Financial Contract. Parent/ Legal Guardian 1(initial) \_\_\_\_\_ Parent/ Legal Guardian 2 (initial) \_\_\_\_\_

**3. Fees**

The Cost amount for the above fiscal year for Participant shall be \$19,800 **Full-Time**. (Part time is detailed in section 20 below)

Parent understands that the Participant is being enrolled for the entire fiscal Year or period covered by this Contract. Parent further understands that the overhead expenses of Agape Village do not diminish with the departure of some Participants during the course of the fiscal year and agrees that it is impossible for Agape Village to determine at the time of Parents execution of this Enrollments Contract the damage and loss to Agape Village that would occur due to the later cancellation/withdrawal of some who have enrolled. Therefore, once this Contract has been submitted with the Deposit set forth in Paragraph 2 Parents become liable for the **entire years cost and fees as liquidated damages** (and not a penalty) **even if the Participant is withdrawn, absent, or is involuntarily separated from Agape Village UNLESS** the Parent terminates this Contract in strict accordance with the termination procedures set forth in Paragraph 4 below (or Agape Village rejects, in its sole discretion, Participant’s application and unilaterally terminates this Contract). **If Participant is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, after termination dates set forth in Paragraph 4, there will be no refund or reduction of fees or cost, and any unpaid balance may, at Agape Village’s election, become immediately due and payable.**

#### 4. Contract Termination Procedures

Parent may terminate this Contract by submitting a **WRITTEN** Termination Notice to the Registrar by the dates indicated below (See Below). The Termination Notice must (a) be dated, (b) state the Participant's name, (c) provide a reason for the termination of the Contract; and (d) be **RECEIVED** by the Registrar on or before the Termination Date. If such Termination Notice is timely received, Parent will be relieved of all cost and other payments and fees that would have come due after the Termination Date. Even if this Contract is terminated pursuant to the terms of this Paragraph, Parent understands that Agape Village will not refund any portion of the Participant's Deposit set forth in Paragraph 2, except as explicitly set forth in Paragraph 2. The Termination Dates are as follows:

A. If the Participant was enrolled by 5/25/2023 (prior to the start of the fiscal year applicable to this Contract), the Termination Notice in form stated above must be RECEIVED by 6/1/2023.

Time is of the essence as to all deadlines stated in this Enrollment Contract.

#### 5. Incidentals

Parent agrees to pay Agape Village for incidental fees, such as interest, Extended Day charges, overdue Library Fees, unreturned text books, field trips up to \$25.00, etc. charged to Parent's account within thirty days of receipt of each statement (field trips over \$25.00 will be paid by Parent in accordance with the terms of the specific trip).

#### 6. Payment and Late Fees

Parent understands and agrees that a **Late Charge of \$50.00** will be added for any delinquent payment (which is defined as a payment not received within 5 days after the due date). In the event of default (default being 30 days past due), Parent also agrees to pay all costs of collection, including collection agency fees, attorneys' fees, court costs, and interest of 1.5% per month. Further, as to any account more than 90 days in arrears, Agape Village reserves the right to accelerate the total unpaid balance of cost and fees due under this Enrollment Contract. When accounts are in arrears, the account may be referred to Agape Village's collection agent and/or counsel for satisfaction.

#### 7. Agape Village Rules

Participant's enrollment at Agape Village is subject to the general statements, rules, regulations, conditions, traditions, and financial terms contained in the Agape Village Handbook and other published documents, which may be amended from time to time. Parent agrees that Parent and Participant must abide by such rules and guidelines.

#### 8. Termination of Participant's Attendance

Agape Village has the right to suspend or terminate the attendance of any participant for reasons set forth in the Handbook (or other published document), for reasons that the administration considers detrimental to the Agape Village community, participant, or to other participants of the program, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Participant's attendance (including any amounts charged on the Participant's account with Agape Village).

#### 9. Records and Suspended Attendance

All accounts must be paid in full before records can be released or transferred to parents or other facilities. Participant will not be allowed to continue to attend programs and activities unless cost and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to Agape Village). In the event of default (default being 30 days past due) Parent agrees to pay all costs of collection, including collection agency fees, attorneys' fees, court costs and interest of 1.5% per month.

## **10. Directory**

Parent authorizes Agape Village to place family information, including name(s), home address(es), email address(es), and telephone numbers of Parent, Participant, and other children in attendance at Agape Village, in a directory to be distributed to families. Parent acknowledges that this directory is not to be used for commercial use and is not to be distributed to any person or entity other than another Agape Village family.

## **11. Family Cooperation**

Agape Village believes that a positive and constructive working relationship between Agape Village and parent is essential to the fulfillment of the instructional purpose and responsibilities to all enrolled. If the parent's or other family member's behavior, communications, or interactions on or off campus (including during business-sponsored events) is disruptive, intimidating, or overly aggressive, or reflects a loss of confidence or serious disagreement with Agape Village policies, methods of instruction, or discipline, or otherwise seriously interferes with the safety procedures, responsibilities, or accomplishment of its instructional purpose or program, Agape Village reserves the right to dismiss the family from the community. In addition, Agape Village reserves the right to place restrictions on parents' or other family members' involvement or activity at, or on Agape Village property, or at facility-related events if the parent or other family member engages in behavior or has a status (such as a criminal conviction) that would reasonably suggest that such restrictions may be appropriate for the community. There will be no refund of monies where such enforced withdrawal occurs and any unpaid balance is payable in full according to the terms of this Contract. If, for any reason, it is in the best interest of Agape Village, Agape Village also reserves the right to withdraw an offer of enrollment or re-enrollment at any time, and to nullify an executed Enrollment Contract.

## **12. Medical Authorization**

If, in the opinion of a properly licensed and practicing physician, Participant needs medical or surgical services which require Parent's pre-authorization or consent, Parent hereby authorizes, appoints, and empowers Agape Village to act as Parent and furnish such consent on Parent's behalf. Parent confirms that it is Parent's desire that the Participant be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Parent hereby releases and holds Agape Village harmless from any liability which might arise from the giving of such consent. Parent agrees to reimburse Agape Village for any medical expenditures made on Participant's behalf.

## **13. Consent to On Site Medical Care, Including Counseling**

The Parent hereby authorizes Agape Village to supply medical care as needed for Participant (including administration of allergy medications, EpiPens, etc. according to the Participant's prescription from a licensed practitioner) or other minor medical care as determined to be appropriate by the Agape Village personnel. The Parent also authorizes Agape Village instructors to meet and counsel with Participant regarding emotional and social circumstances. Parent hereby releases and holds Agape Village harmless from any liability which might arise from the provision of such medical care or counseling services.

## **14. New Participant Records**

If Participant is transferring from another program or facility, it is the Parent's responsibility to ensure that the transferring facility promptly provides Agape Village with all official documents. Parent understands that Participant will not be eligible to participate in any activities until such documents are received. Failure to comply with this provision may result in Participant's dismissal from School.

## **15. Acceptance Contingency**

This Contract is contingent upon Participant's successful completion of the current fiscal year, both socially and behaviorally, which shall be determined in Agape Village's sole discretion.

## 16. Entire Agreement

The terms and conditions of the Contract constitute the full and complete agreement between the parties. No other verbal or written agreement shall, in any way, vary or alter any provision of the Contract unless both Parties consent to vary or alter any provision of the Contract in writing signed by both Parties. This Contract is intended to be an integrated writing and any prior oral or written agreements between the parties are merged into this Contract and extinguished. No custom or course of dealing between the Parties shall in any way vary or alter the terms and conditions of this Contract.

## 17. Promotional Materials/Statements

Agape Village continually strives to ensure the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials (including enrollment, participant-to-instructor ratios, accreditation, instructor qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. Prior to relying on any written materials in making your decision to enroll, please verify the accuracy of information with the Administration. Please also understand that even if the information was accurate at the time that you enrolled Participant, the information may change prior to commencement of instruction or during attendance at Agape Village. Please also note that only the Board President (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangements for Participant, or other changes from the Agape Village regular designed programs.

## 18. Photos, Images, and Media

The Parent agrees to allow the Participant's name, photograph, voice, image, and information to be used by Agape Village for use in publications, promotional materials, website, and social media sites without compensation and without prior notice. Parent also allows Participant to be interviewed by the media on campus or at program-related events. Parent releases and holds Agape Village harmless from any liability stemming from the use of the Participant's name, photograph, voice, image, or information.

\_\_\_\_\_ I give permission for Agape Village to use images of Participant in publications and media.

\_\_\_\_\_ I do NOT give Agape Village permission to use images of Participant in publications and media.

## 19. Support

Participant's enrollment at Agape Village is subject to Parental support of the standards of Agape Village in its philosophy, methods, objectives, and policies, including moral, academic, behavioral, dress, conduct, and disciplinary standards; to assume the responsibility for parental monitoring of Participant's growth, being an encourager, and keeping in regular contact with Agape Village instructors; and to attend mandatory meetings called by Agape Village. Parent also agrees to support, to the best of Parent's ability, the entire program through time, attendance at parent meetings, and participation in various activities.

## 20. Payment Options

The amount of cost, fees, and payment plan options is set forth on the Agape Village Payment Information sheet for 2023-2024, incorporated by reference herein. Please select the payment plan preferred (circle only one) (Plan B will be assigned if no choice is indicated):

### **Full Time: \$19,800**

Plan A \$ 19,800      Plan B \$ 1,650. + 11 more payments      Plan C \$1,650. + 22 payments of \$825.  
A. (Pay in Full)      B. Deposit (1 months tuition & 11 monthly payments by check)      C. (1 months tuition & 22 biweekly payments by check)

### **Part Time**

#### **4 Days: \$17,860**

Plan A \$ 17,860.      Plan B \$ 1,488. + 11 more payments      Plan C \$1,488. + 22 payments of \$744.19  
A. (Pay in Full)      B. Deposit (1 months tuition & 11 payments by check)      C. (1 months tuition & 22 payments by check)

#### **3 Days: \$13,892**

Plan A \$ 13,892.      Plan B \$ 1,157. + 11 more payments      Plan C \$1,157. + 22 payments of \$578.87  
A. (Pay in Full)      B. Deposit (1 months tuition & 11 payments by check)      C. (1 months tuition & 22 payments by check)

#### **2 Days: \$10,915**

Plan A \$ 10,915      Plan B \$909.59. + 11 more payments      Plan C \$909.59. + 22 payments of \$454.80  
A. (Pay in Full)      B. Deposit (1 months tuition & 11 payments by check)      C. (1 months tuition & 22 payments by check)

#### **1 Day: \$8,930**

Plan A \$ 8,930      Plan B \$ 744.17 + 11 more payments      Plan C \$744.17. + 22 payments of \$372.09  
A. (Pay in Full)      B. Deposit (1 months tuition & 11 payments by check)      C. (1 months tuition & 22 payments by check)

***\*\*If you wish to make automatic withdraw / electronic payments, please do so through your bank. \*\****

## 21. Understanding of Terms

Please read this Contract carefully. By signing below, Parent acknowledges that Parent understands the terms of this Contract, Parent's obligation to pay the full year's tuition even if the Participant is withdrawn or dismissed, the Parent's option to terminate and all other obligations set forth herein.

## 22. Force Majeure

The Agape Village duties and obligations under this Contract shall be suspended immediately without notice during all periods that the facility is closed because of force majeure events including, but not limited to, any fire, act of God, weather disaster, war, governmental action, act of terrorism, epidemic, pandemic or any other event beyond the control of Agape Village. If such an event occurs, the duties and obligations of Agape Village in this Contract will be postponed until such time as the facility, in its sole discretion, may safely reopen. In the event that Agape Village cannot re-open due to an event under this clause, Agape Village is under no obligation to refund any portion of the tuition paid.

**23. Reimbursement for Domestic Legal Issues**

In the event of domestic dispute between the parent(s) or legal guardian(s) of Participant, Parent agrees to promptly reimburse Agape Village for all expenditures incurred as a result of Parent’s domestic legal disputes, including, but not limited to: parental disagreements about Participant’s attending Agape Village; divorce proceedings; custody proceedings; and/or modifications of custody proceedings. Costs incurred may involve reasonable attorneys’ fees/ costs to prepare for and/or attend depositions, trials, or hearings; communicate with Parent or Parent’s counsel, guardian’s ad litem or attorney’s ad litem; respond to subpoenas; draft letters or motions; perform research; and travel out of state. Parent agrees to reimburse Agape Village for such fees/costs within thirty (30) days of billing Parent for such expenses. Any dispute between the Parents regarding which Parent may owe which portion of the bill should be resolved between the Parents so that the bills for reimbursement to Agape Village can be paid on a timely basis. Parent’s failure to pay such fees/costs promptly will result in dismissal of the family from Agape Village.

**24. Authority**

Each party represents and warrants to the other (1) that it has full power to enter into and perform its obligations under this Contract; and (2) that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. Parents in two-parent households agree that each is acting as agent for the other. Modification of this agency relationship shall be in writing and delivered to Agape Village.

**25. Ethnicity**

Agape Village collects information about ethnicity for demographic purposes only. The NAIS collects a summary of data annually. Completing this section is optional; however, collecting accurate information about our Participants is helpful.

- African American,  Asian American,  European American,  Latino/Hispanic American,  Middle Eastern American,  Multiracial American,  Native American,  Pacific Islander American,  International Citizenship
- Other

**26. Governing Law/Waiver of Jury Trial**

This Contract shall be governed under the laws of the State of California. Jurisdiction and venue of any action hereunder shall lie exclusively within the Circuit Court of Los Angeles County, California, and the parties hereto consent to such jurisdiction and venue. The parties expressly waive all rights to trial by jury.

Parent(s) or Guardian(s) Financially Responsible:

Date:

(1) \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

**\*\*PLEASE Complete and Return Contracts by MAY 15TH. \*\***

