**A Children’s Garden**

# ADMISSION AGREEMENT

**LEUCADIA TUITION ADDENDUM 2020-2021**

## Child’s Information (“Child”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child's Last Name First Name Middle Name

The following terms and conditions are hereby incorporated in and made part of the Admission Agreement dated\_\_\_\_\_\_\_\_\_\_\_\_\_.

(“Enrollment Date”), by and between, A Children’s Garden, LLC (“Center”) and the undersigned below (“Parent”). All of the terms and conditions contained in the original Agreement or in prior Addenda, which have not been specifically modified or deleted by this Addendum, remain in force.

2.1 Basic Services Schedule. Except as otherwise provided in this Agreement, Center will provide the Basic Services each month according to the following schedule (“Child’s Schedule”).

2.2 Basic Tuition. Parent shall pay to Center the below listed fee (“Tuition Fee”) for the basic services corresponding to the Child’s Schedule.

Select:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Program** | **Drop Off** | **Pick Up** | **Annual** | **10 Payment Plan** |
|  | **Full-Day Programs** |  |  |  |  |
|  | T/TH Full Day | 8:00 am | 5:30 pm | $6,740.00 | $674.00 |
|  | M/W/F Full Day | 8:00 am | 5:30 pm | $8,820.00 | $882.00 |
|  | M-F Full Day | 8:00 am | 5:30 pm | $11,240.00 | $1124.00 |
|  |  |  |  |  |  |
|  | **¾ Day Programs** |  |  |  |  |
|  | T/TH 3/4 Day | 8:00 am | 2:30 pm | $5,705.00 | $571.00 |
|  | M/W/F 3/4 Day | 8:00 am | 2:30 pm | $7,240.00 | $724.00 |
|  | M-F 3/4 Day | 8:00 am | 2:30 pm | $9,440.00 | $944.00 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | **Half Day Programs \*no lunch** |  |  |  |  |
|  | T/TH Half Day | 8:15 am | 12:00 pm | $4,670.00 | $467.00 |
|  | M/W/F Half Day | 8:15 am | 12:00 pm | $5,660.00 | $566.00 |
|  | M-F Half Day | 8:15 am | 12:00 pm | $7,640.00 | $764.00 |
|  |  |  |  |  |  |

2.3 School Year. Center will provide the Basic Services each month according to the following schedule: September 8, 2020 through June 4, 2021 (“School Year”).

2.4 Holiday Schedule. Center will not be open and the Basic Services will not be provided on the following Holidays:

Winter Break, President’s Weekend, Memorial Day, Good Friday, Art Show Prep Days, Labor Day, Veteran’s Day,

Martin Luther King Day, Independence Day, Thanksgiving Week, Spring Break Week, Staff Development Days.

The Center is also subject to closure the day before and after a weekend holiday. Parent will not receive a refund of or a credit against the Tuition Fee (as defined in Section 2.4 of this Agreement) for such days. All other school closures will be posted at the school in advance.

**3. PAYMENT**

3.1a Due Date. (Annual Payment). Except as otherwise expressly stated in this Agreement, payment in full of the Tuition Fee is due prior to the first day of classes in September. Each month, additional Fees incurred in the previous month are due on the first calendar day of the month in which the Basic Services are to be provided. If Parent enrolls Child in Center’s Program mid-month, Parent shall pay, on or before the first day Child attends Center’s program, a portion of the Tuition Fee, prorated on a daily basis for the remainder of such School Year.

3.1b Due Date. (Payment Plan Recurring). Except as otherwise expressly stated in this Agreement, payment in full of the Tuition Fee for each month and Additional Fees incurred in the previous month are due on the first calendar be provided. If Parent enrolls Child in Center’s Program mid-month, Parent shall pay, on or before the first day Child attends Center’s program, a portion of the Tuition Fee, prorated on a daily basis for the remainder of such month.

3.1c Methods of Payment. Except as otherwise expressly stated in this Agreement, any payment to be made by Parent to Center under this Agreement or otherwise (“Payment”) may be made by cash, or electronic payable to the order of A Children’s Garden. All payments must be made or delivered directly to the Center’s Director at Center’s Address. Parent shall be solely responsible for any Payment lost, stolen or mislaid before such payment is received by Center’s Director.

3.1d Late Payment Fee. A fee of $50.00 (“Late Payment Fee”) will be assessed on the sixth (6th) day of each calendar month that payment is not received.

3.1e Returned Check Fee. A fee of $25.00 (“Returned Check Fee”) will be assessed for any checks returned to Center by the bank, in addition to the Late Payment Fee.

3.1f Suspension and Termination for Late Payment. If Center’s Director has not received payment from Parent for the Tuition Fee on or before the sixth (6th) day after payment of such fee is due (“Overdue Payment”), Center may refuse to admit Child to Center’s Program each day until parent makes Overdue Payment in full in cash. However, if Center’s Director has not received the Overdue Payment on or before the thirteenth (13th) day after such payment is due, Center is likely to terminate Child’s enrollment at Center in accordance with Section 8 of this Agreement.

3.1g Late Pick-Up Fees. Each day Child is picked up at Center later than 5:30 PM (“Closing Time”), Parent shall be assessed a fee of $15 for each fifteen (15) minutes or portion thereof, after such Closing Time (“Late Pick-up Fee”). Parent shall pay Center the Late Pick-Up Fee on the day the Late Pick-Up Fee is assessed against Parent. If late pick-ups are habitual, the Center is likely to terminate Child’s enrollment at Center in accordance with Section 5 of this Agreement.

3.1h Half-Day Late Fees. Each day a Half-Day Child is picked up at Center later than the scheduled Pick-Up Time 12:30 PM or 2:30 PM for such day as provided in Section 3.1 of this Agreement, Parent shall be assessed a fee of $15 for each fifteen (15) minutes or portion thereof, after such Pick-Up Time (“Half- Day Late Fee”). Parent shall pay Center the Half-Day Late Fee on the day such fee is assessed against Parent.

3.1i Medical Care Financial Responsibility. If the Child is provided medical care on an emergency basis or otherwise, Parent shall be financially responsible for such care and treatment.

**4.WITHDRAWAL BY PARENT**

Parent acknowledges and agrees that this Agreement is a contract for the entire School Year. Those Parents wishing to withdraw their Child from the Center’s Program will be held responsible for annual Tuition Fee. The tuition becomes due in its entirety upon withdrawal.

**5. TERMINATION**

If Center exercises its right to terminate Child’s enrollment under Section 5 of this Agreement, and Parent has made an annual payment of the Tuition Fee, Parent is entitled to a refund prorated on a monthly basis for the remainder of such School Year. No refunds are available to Parents who have elected to make monthly payments of the Tuition Fee.

I/We have read and understand the forgoing Addendum and I/We agree to be bound by all the terms and conditions stated herein.

Parent / Legal Guardian Signature Date

Parent / Legal Guardian Name (please print)

Received and accepted. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: A CHILDREN’S GARDEN, LLC

(A Delaware Limited Liability Company)