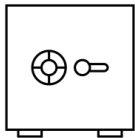




## ENROLLMENT AGREEMENT-- 2019-2020

This Enrollment Agreement is entered into by and between Mi Casita Inc. and the Parent(s)/Guardian(s) (the "**Parent**") whose signature(s) appear below and who have authority to enter into this Enrollment Agreement for the enrollment of     **FULL NAME OF CHILD**     the "**Student**") to the **4 Full Day Program** for the 2018-2019 school year (the "**School Year**"). In consideration for enrollment of the above-named Student by Mi Casita, the undersigned Parent acknowledges and agrees to comply with and be bound by the terms and conditions as outlined below:



- 1. Enrollment Deposit:** Parent agrees to make a nonrefundable payment of \$2,000.00 (the "**Enrollment Deposit**") which secures the enrollment of the Student for the School Year. The Enrollment Deposit and executed Enrollment Agreement must be received by the School not later than ten (10) business days after the Enrollment Agreement was provided to the Parent (the "**Enrollment Deadline**"). If this Enrollment

Agreement and the Enrollment Deposit are not received by the School on or before the Enrollment Deadline, the School, at its sole and exclusive discretion, may accept the Enrollment Agreement after the return date but is not obligated to do so.



- 2. Tuition:** Parent is financially responsible for the payment of all tuition ("**Tuition**") and agrees to pay the Tuition as may come due and owing as billed. The Tuition for the School Year is as follows:

<b>2019-2020 Tuition Schedule</b>	
<b>Partial Day Programs:</b> Mornings 9am-12:30, Afternoons (1pm-3:30)	
2 Mornings (Th,F)	\$6450
3 Mornings (M,T,W)	\$9270
5 Mornings (M-F)	\$14,550
2 Afternoons (Th,F)	\$4676
3 Afternoons( M,T,W)	\$6625
5 Afternoons (M-F)	\$10,392
<b>Full Day Programs:</b> 9am-3:30	
2 Full Days(Th,F)	\$9790
3 Full Days (M,T,W)	\$14,180
4 Full Days (M-Th)	\$18,230
5 Full Days (M-F)	\$21,950



The enrollment of the Student is made for the full School Year and the School budgets based on the Student's enrollment and the financial obligations committed pursuant to this Enrollment Contract. **It is understood and agreed by the undersigned Parent that Parent is responsible for the payment of the full Tuition and agrees to pay the full Tuition, in accordance with the payment option selected below. The Parent's obligation to pay the full amount of the Tuition is unconditional. No portion of the Tuition due under this Enrollment Agreement may be applied to the payment of another student's enrollment account. Under no circumstances will any portion of the Tuition be refunded, forgiven or reduced except as specifically established in this Enrollment Agreement.**



**3. Tuition Payment Plan:** The School offers three (3) payment plan options as described below. Tuition is payable by check and checks should be made payable to "Mi Casita." In the memo field of the check, please indicate the Student's full name.

Please select a payment plan by initialing the appropriate checkbox:

- Plan A:** One Payment - 100% of Tuition (less the 10% incentive, and Enrollment Deposit), paid by July 1, 2019.
- Plan B:** Four Payments - 25% of Tuition (less 25% of the Enrollment Deposit), paid on July 1, 2019, September 1, 2019, November 1, 2019 and January 1, 2020.
- Plan C:** Ten Payments - 10% of Tuition (less the Enrollment Deposit), paid on the first (1<sup>st</sup>) of each month, beginning in June 2019.

Note: Early Drop-offs and Extended Day fees will be processed month-to-month.



**4. Withdrawal/Removal:** It is understood and agreed by the undersigned Parent that class size, space, and other factors limit the number of students the School may enroll for any school year. When the School makes admission decisions, it relies on the acceptances already received to determine whether an applicant can or should be admitted. When a student withdraws from the School, it is difficult, if not impossible, to find a suitable replacement without altering the student environment which the School carefully constructs to be dynamic and engaging. It is especially difficult to find suitable replacements after the established **Cancellation Date of June 1, 2019**, as replacements will have accepted positions at other institutions and will be otherwise bound to the obligations of those institutions. **Therefore the undersigned Parent agrees and accepts the obligation to pay the full Tuition for the Student for the entire School Year, except as otherwise indicated below, regardless of whether the Student is absent, withdrawn, dismissed or otherwise ceases to attend the School for all or a portion of the School Year, regardless of whether such decision is made by the School or by the Parent, unless written notice of cancellation is received by the School on or before the Cancellation Date of June 1, 2019. The retention of sums paid and the requirement to pay sums outstanding, if any, shall be deemed liquidated damages, it being impractical to fix actual damages at the time of making this Enrollment Agreement.**



In the instance where the Student is absent, withdrawn, dismissed or otherwise ceases to attend the School for all or a portion of the School Year, Parent will be provided with a pro-rated Tuition refund **only** if (1) written notice is supplied to the School at least thirty (30) days before the Student's last day of attendance; (2) the Student's class is at full enrollment capacity **and** (3) the School is able to find a suitable replacement for the Student.



**5. Admission/Re-Enrollment:** Admission and or re-enrollment for the School Year shall be conditioned upon School's receipt of (1) the New York City Department of Health and Mental Hygiene – Department of Education (“**NYC DOHMH**”) Child and Adolescent Health Examination Form; (2) the Personal and Family History Form; (3) the 2019-2020 Dismissal Authorization Form; (4) the 2018-2019 Emergency Information Form; (5) the NYC DOHMH DayCare Cumulative Health Record and (6) Parent's payment of any outstanding balances due to the School for the Student and/or any other students for which Parent has financial responsibility. Parent understands that current and/or past enrollment in the School does not ensure future enrollment and that the School reserves the right to deny an offer of re-enrollment to any student. The School is not required to provide notification in advance of the denial of re-enrollment, and it is expressly agreed that, regardless of when the Parent is informed of the denial of re-enrollment, it shall neither be a breach of this Enrollment Contract nor a basis for re-enrollment.



**6. Non-Payment:** The Student may not be permitted to attend or participate in the program or be invited for re-enrollment if any installment of Tuition is past due. The School may not provide recommendations or other written or oral communications on behalf of the Student to any party, including but not limited to other private or public schools, or the Parent, except as required by law, if any installment of Tuition is past due. If Tuition payments are more than thirty (30) days past due, the Parent will be assessed a late fee of 5% of the total amount due on the payment. If Tuition payments are more than sixty (60) days past due, the School may remove the Student from the program.



**7. Use of Student Likeness:** Unless Parent provides the School with written notice otherwise, Parent gives the School permission to use the Student's name, written extractions, voice/video recordings, and photographs taken of or by the Student without restriction or compensation in the School's publications and on the School's website or social media sites for promotional uses. Permission is also hereby given for the School to use: (i) digital, photographic, video, and audio images or likenesses of the Student; and (ii) statements, articles, names, music, art, photographs, audio recordings, films and videos created by the Student or originating from the School or from School-related activity. Such authorization survives the term of this Enrollment Agreement and serves as authority to use such material both during and after the Student is enrolled at the School.



**8. Infectious and Communicable Diseases:** Parent agrees to comply with the School's infectious and communicable disease policy and to follow and comply with instructions and other directions established by the School. Failure to follow and



comply with instructions and other directions established by the School may serve as grounds for removal of Student.



**9. Cooperation of Parent and Other Associated Individuals:** The School may take all action necessary to ensure the operation of the School in all matters as it may apply to the Student. A positive and constructive relationship between the School and Parent or other individuals interacting with the School and/or School community by virtue of their relationship with the Student is essential to the mission of the School. Parent agrees to work cooperatively and collaboratively with the School to assist the Student

in complying with School rules and meeting the behavioral standards of the School. In addition, if the behavior, communication, or interaction on- or off-campus (including during School-sponsored events) of Parent or other individuals interacting with the School and/or School community by virtue of their relationship with the Student is disruptive, intimidating, overly aggressive, or reflects a loss of confidence or serious disagreement with the School, including but not limited to disagreement with its policies, procedures, responsibilities, personnel, leadership or standards, or imperils accomplishment of its educational purpose or program, Parent understands and agrees that the School has the right to dismiss the Student and/or the Student's family from the School community. In addition, Parent understands and agrees that the School has the right to place restrictions on that party's involvement with or activity at the School, on School property, or at School-related events if the party engages in behavior that the School determines in its sole discretion to warrant such a restriction.



**10. Rights of Licensing Agency:** Parent acknowledges that the School is regulated and licensed by the New York City Department of Health (the "**Department**"). In order to maintain its license, the School is required to permit representatives of the Department to have access to the School campus, to interview staff or students and to audit facility records, without notice. By executing this Agreement, Parent understands

and agrees that the School will allow the Department to interview the Student and inspect the Student's records, upon request of the Department, and without prior notice to the Parent.



**11. School Directories and Other Personal, Private or Confidential Information:**

The School's directories and any other personal and private information about students and their families are confidential and restricted for School purposes only. Any use of such information by Parent or the Student for reasons not related to School purposes may result in Student's immediate dismissal from School. This includes but is not limited

to use of such directories or other private information about students by a Parent for the purpose of financial gain. The undersigned Parent agrees and is responsible for maintaining updated contact information, including valid email address(es).



**12. Activity Permission, Assumption of the Risk and Release:** Parent authorizes and gives permission for the Student to attend and participate in all aspects of the educational experience and School activities, including walking trips, field trips, and other School-sponsored activities ("**Activities**"). Parent understands that the School will have adults participate in such Activities, who will exercise reasonable diligence to ensure the safety and well-being of Student during his or her participation; however,

Parent also understands that there are risks, which may or may not be foreseen or reasonably



foreseen, including risks of personal injury and loss of personal property, involved in some Activities. Parent voluntarily assumes and accepts such risks arising from Student's participation in the Activities. Parent releases the School, its employees and agents from all claims, liability and damages that Parent or Student may have for personal injuries or property loss resulting from Student's participation in the Activities. Parent agrees that this release includes personal injury or property loss caused by or resulting from negligence of the School, its employees and agents; however the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release the School's insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted. Parent represents that all medical problems which might affect Student's participation in the Activities have been fully disclosed in the Student's current Medical Authorization form.



**13. Name, Logo and Likeness:** Parent agrees that neither Parent nor other individuals associated with the Student are authorized to use or give permission to use the School's name or any likeness of the School's name or logo for any School or non-School related purpose or reason without the express written permission of the School.



**14. Modification for Acts Beyond the School's Control:** Parent agrees that in the event of any failure or delay in the School's performance under this Enrollment Contract resulting from causes beyond the School's reasonable control and occurring without its fault or negligence, including without limitation, acts of nature, fire, pandemic, Government restrictions, wars, and insurrections, the tuition obligations under this Enrollment Contract shall continue and the School shall not be liable for any such failure or delay in its performance.



**15. Full and Complete Agreement:** This Enrollment Agreement represents the full and complete agreement between the School and the Parent regarding the Student's enrollment at the School during the 2019-2020 School Year. This Enrollment Agreement supersedes all prior negotiations, agreements, terms, conditions, statements, or representations, whether written or oral, concerning the subject matter of this Enrollment Agreement. Invalidity or unenforceability of one or more provisions of this Enrollment Agreement shall not affect any other provision of this Enrollment Agreement.

**By executing this Enrollment Contract, the undersigned Parent acknowledge(s) and agree(s):**

- a. The Parent accepts financial liability for the full Tuition as described above.
- b. The Parent agrees to all of the terms and conditions as included in the Enrollment Agreement and as described herein.
- c. In the event any provision or portion of this Enrollment Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Enrollment Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.
- d. If either Party fails to enforce any provision of this Enrollment Agreement it does not prevent the Party from enforcing that provision in the future, nor does it prevent the Party from enforcing any other provision of this Enrollment Agreement.
- e. The Enrollment Agreement may not be altered, amended, modified, or otherwise changed in any respect except in writing and signed by the School and the Parent. No agent of the School, other than



its Educational Director, has authority to modify or make any agreement contrary to the terms of this Enrollment Agreement as stated herein.

f. This Enrollment Agreement is subject to the laws of the State of New York. The Parent consents that the courts located in the State of New York have the sole and exclusive jurisdiction in any action arising out of or relating to this Enrollment Agreement. This Enrollment Agreement represents the entire agreement between the parties regarding Student's enrollment at the School, and there are no implied promises, covenants or guarantees.



**All Parent(s) and/or Guardian(s) must confirm their acceptance of the terms and conditions of this Agreement by signing below. By signing this Enrollment Agreement, each Parent/Guardian agrees to be jointly and severally responsible for all payments due under this agreement. Where two Parents/Guardians are financially responsible for the Student, the School requests two signatures. However, where impossible or impracticable to secure both signatures, the Enrollment Agreement may be signed by one Parent/Guardian on behalf of both or, in the event only one Parent/Guardian has legal custody and that Parent/Guardian accepts full financial responsibility, then only that Parent/Guardian must sign this Agreement.**

PARENT SIGNATURE

DATE

-----

PARENT SIGNATURE

DATE

-----