



Perpetual Enrollment Contract

This is a legally binding contract.

This Perpetual Enrollment Contract is between Seacrest School, Inc. d/b/a Seacrest Country Day School, 7100 Davis Boulevard, Naples, FL 34104 (hereinafter "School") and **PARENT ONE** and/or **PARENT TWO** the parent(s) or legal guardian(s) (referred to as "Parent," which term includes the singular or plural, as applicable) of **STUDENT NAME** (hereinafter "Student"). By signing below, the undersigned Parent acknowledges that this Perpetual Enrollment Contract (hereinafter referred to as "Contract") is a legally binding contract with the School, of which the terms and conditions are set forth below. Furthermore, Parent understands that all persons responsible for paying any of the fees or tuition under this Contract must execute the Contract and that all such persons are jointly and severally liable for the tuition and fees. Parent signature(s) and/or initials on this Contract will serve to acknowledge that Parent reviewed, understands and agrees to the terms of this Contract as set forth herein, including but not limited to the undersigned's obligation to pay the full year's tuition, even in the event the Student is withdrawn or dismissed; the undersigned's option to cancel; and all other obligations set forth herein:

TERMS AND CONDITIONS OF ENROLLMENT

STUDENT NAME will be enrolled for all or a portion of the 2020-2021 academic year in **Grade X**.

*If indicated, this Contract covers only a portion of the year with the dates so stated and the tuition and fees shown on the Payment Schedule will be prorated, after October 1, for that period. If part-year, please indicate the dates for which Student will be enrolled: _____

1. Management of Tuition and Fees: The undersigned has selected a Tuition Payment Plan through FACTS Tuition Management Payment Company (such "Plan" incorporated herein by reference) to pay the tuition and fees in accordance with the Payment Schedule issued each year and expressly incorporated into the terms of this Contract. The undersigned understands that tuition and fees will be established each year by the Board. The undersigned will be advised of the tuition and fees for subsequent years on or before February 1 of each subsequent year. All families are required to set up an account with FACTS to receive updates and billing information regarding tuition and fees. All payments will be processed using the online billing program offered through FACTS.
2. Perpetual Enrollment: The undersigned Parent understands and agrees this is a Perpetual Enrollment Contract. Therefore, this agreement will extend until the graduation of Student from School or the termination of this agreement pursuant to the terms as provided herein. The undersigned fully understands that upon executing this agreement he/she will not be asked to sign another Contract for the remainder of the years the Student attends the School. As such, the terms of this Contract, as may be amended by the School from time to time, will continue in effect as long as Student remains enrolled in the School. The School agrees to notify the undersigned in writing (or electronically) of any significant changes made to the Contract on or before February 1 of each subsequent year. The School will maintain a copy of the Perpetual Enrollment Contract in force (containing all amendments) in the Business Office each year for undersigned's access and review.

3. Perpetual Enrollment Dates: The undersigned understands that, on or about, February 1 of each school year, the School will notify the undersigned of the amount of the tuition, fees, and the non-refundable Reservation Deposit for the next school year and the date by which the non-refundable Reservation Deposit must be paid to reserve a place for the Student's next academic year. The School will presume that the undersigned intends to maintain the perpetual enrollment of the Student for the next school year on the same payment plan as elected during the enrollment process for the 2019-2020 school year through the FACTS Management Company, unless the School has received a contrary notification regarding enrollment or the election of the payment plan from the undersigned Parent prior to February 15. The School will bill the undersigned the non-refundable Reservation Deposit on or about February 15. The Reservation Deposit will be credited toward the Student's tuition. If the undersigned does not pay the Reservation Deposit by March 1 of each year, a late fee may be applied and the Student's reserved space may be offered to new applicants. The terms and conditions of this agreement shall be in effect for the 2019-2020 academic year and shall renew automatically thereafter for each successive academic year until the Student's graduation from Seacrest, unless this agreement is terminated by the School or written notice of termination from the Parent(s) is received by the Enrollment Office on or before February 15 of each year. In the event that a student will not be returning the following school year, the Parent is obligated to notify the Enrollment Office in writing by February 15 of the current school year.
4. Student's Satisfactory Completion of School Year: This Contract is valid only for the academic year stated and does not entitle the Student to any future enrollment. Successful completion of the current academic year and recommendation of School is required for automatic renewal of currently enrolled students to be applicable. The determination of 'successful completion' shall be left to the complete discretion of the School and may not be based solely on academics, but may include nonacademic consideration. By signing this Contract, Parent acknowledges that the School may withdraw or dismiss any Student if, in its sole discretion, School concludes that such Student's behavior, attitude and/or adverse influence does not coincide with the core values and best interest of the School. In the event the School makes such a determination, this agreement shall be rescinded, and the Reservation Deposit shall be refunded, provided that no outstanding tuition amounts are due and owing.
5. Reservation Deposit: In order to reserve a space for the Student for the 2019-2020 school year, the undersigned must return to the Enrollment Office the signed Contract by the enrollment due date and pay the required, non-refundable, non-transferable Reservation Deposit. Please refer to **Financial Terms 2019-2020** for Reservation Deposit amounts on Payment Schedule. To reserve a place for the Student for years subsequent to 2019-2020 school year, the undersigned must pay the non-refundable Reservation Deposit by March 1 each subsequent year through the online billing program offered by FACTS. The Reservation Deposit will be credited towards Student's tuition payment.
The Reservation Deposit is non-refundable nor transferable under any circumstances.
6. One-time New Student Enrollment Fee: In addition to the Reservation Deposit, an initial non-refundable, non-transferable Enrollment Fee of \$500.00 is required for all New Students to be submitted with this Contract by the enrollment due date.
7. Late Re-Enrollment Fee: In the event a Parent neglects to pay Reservation Deposit in the time frame set forth in Section 5 (i.e. by March 1 each year), a Late Re-Enrollment Fee of \$200.00 will be charged and required to be submitted along with the Reservation Deposit. Please note this fee is NOT refundable and is an administration fee necessary to cover the additional administrative expenditures resulting from a late submission of said Reservation Deposit.

8. **Tuition Obligation:** Once the undersigned Parent submits the executed Contract with the Reservation Deposit, Student will be enrolled for the entire 2019-2020 school year. In the years thereafter the undersigned first executes Contract herein, Student will be enrolled for the following entire school year, once the Reservation Deposit has been paid in full for that particular year and this shall continue until Student graduates. Once this Contract has been submitted to the School with the Reservation Deposit, the Parent becomes liable for the entire year's tuition and fees even if Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, there will be no refund or reduction of fees or tuition UNLESS the undersigned terminates the Contract in strict compliance with the instructions set forth in the Cancellation Policy set forth in the paragraph labeled as such in this agreement.
9. **Tuition Insurance:** Participation in the Tuition Insurance Plan is required for students receiving any type of Tuition Assistance and for all Plan B participants. The School strongly encourages Plan A participants to opt for Tuition Insurance. Parent acknowledges receiving a copy of the Dewar's Tuition Insurance Plan. Your signature authorizes the School to collect any claim payment to which you are entitled under the Tuition Insurance Plan and credit it to your account, if appropriate. The Tuition Insurance Plan for families receiving Tuition Assistance is primarily for the benefit of the School. With Tuition Assistance recipients, any payments made by the Plan are applied to the full tuition amount. A Parent receiving Tuition Assistance who voluntarily withdraws may not receive any refund under the Tuition Insurance Plan.
10. **Tuition Assistance:** Assistance applications are available at www.sssbynais.com. Parents accepting Tuition Assistance are required to pay the balance of tuition according to the terms agreed upon with the Tuition Assistance Committee. If Parent's Tuition Assistance requirements are not met, the Reservation Deposit will be refunded, provided the Parent submits the Tuition Assistance Acceptance/Denial Form to the Enrollment Office within two weeks of the date of the Tuition Assistance offer. Tuition Assistance applicants are not eligible for the Plan A discount.
11. **Cancellation Policy:** The School and the undersigned agree that this Contract may be canceled without penalty (except payment of the Reservation Deposit) in accordance with the following procedures: The cancellation notice must (a) be dated, (b) state the Student's name, (c) state the undersigned's intent to terminate, (d) be signed by the undersigned; and (e) be received and acknowledged in writing by the School on or before cancellation date set forth below. If the cancellation notice is received in a timely fashion and acknowledged by the School in writing, the undersigned will be relieved of all tuition and other payments and fees that would have come due after the cancellation date. If this Contract is terminated pursuant to the terms of this paragraph, the School will not refund any portion of the Student's non-refundable, non-transferable Reservation Deposit set forth in the paragraph labeled Reservation Deposit. If enrollment is canceled after the cancellation date set forth below, the undersigned remains obligated for the full tuition and fees.

New Student Contracts: 7 business days after Contract submission
Cancellation Date for Subsequent Years: April 1 of such subsequent year

After April 1, no refund nor tuition forgiveness may occur without the purchase of Dewar Tuition Insurance.

Plan A payment for Dewar Tuition Insurance is due with the Reservation Deposit.
Plan B payment for Dewar Tuition Insurance is due with the first month payment.

Cancellation benefit with purchase of Dewar Tuition Insurance-

Canceled enrollment April 1 – First Day of School due to Parent job loss or family relocation 25 miles outside of School radius: Parent is responsible for non-refundable Reservation Deposit, first quarter tuition and insurance payment. If Dewar Tuition Insurance is purchased, Parent will be released from second, third and fourth academic quarters tuition cost. If Parent has prepaid for second, third and/or fourth academic quarters,

and Dewar Tuition Insurance is purchased, Parent will be refunded the corresponding second, third and/or fourth quarter tuition payment.

Withdrawal benefit with purchase of Dewar Tuition Insurance-

Withdrawal during the first 14 calendar days of the school year due to Parent job loss or family relocation 25 miles outside of School radius: family is responsible for the Reservation Deposit, insurance payment, and first and second academic quarters. If Parent has prepaid for the third and fourth academic quarter tuition, and if Dewar Tuition Insurance is purchased, Parent will be refunded corresponding third and fourth academic quarter tuition payment.

Withdrawal or dismissal after the fourteenth calendar day of the school year: Refer to Dewar Tuition Insurance Plan policy. A digital copy of the Dewar brochure is available on the Seacrest website.

12. Transcripts/Records: All accounts must be paid in full before Student records and transcripts will be released or transferred to other schools and colleges. Student will not be allowed to continue to attend classes unless tuition and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to the School). The School shall have the right to take such legal action as it may deem appropriate to collect all amounts which are not paid when due. In the event the School takes legal action to enforce the terms of this Contract, Parent shall be responsible for all costs, including reasonable legal fees and costs (whether incurred before, during, or after the filing of a lawsuit), plus interest from the date of default at the highest rate allowed by Florida law.
13. Late Fees: Parent understands and agrees that a late charge of 1.0% per month (\$5.00 minimum) may be added for any delinquent payment (which is defined as a payment not received on a scheduled FACTS due date). Further, as to any account more than 60 days in arrears, the School reserves the right to accelerate the total unpaid balance of tuition and fees due under this Contract. After accounts are more than 60 days in arrears, the account may be referred to the School's collection agent and/or counsel for satisfaction.
14. School Activities and Rules: The undersigned hereby agrees and authorizes Student to participate in all School activities including; athletics and any other School-sponsored trips away from campus, or for the purpose of traveling between the student's home and School, and to use such transportation as is provided by the School for such activities, unless the Head of School receives written notice to the contrary. Although it is understood the School and its representatives intend to take reasonable precautions with respect to all activities, the undersigned understands that the participation of Student in such activities involves a certain element of risk and the undersigned hereby assumes full and complete responsibility for risks, death, personal or bodily injury, disability, and/or property damage. The undersigned releases and holds School and its agents, administrators, managers, employees, chaperones, volunteers, related entities, trustees and representatives harmless from any and all liability and/or claims, suits, or damages for costs and expenses, property damage, illness, accidents, injury, death, or loss whether arising before, during, or after such activities which are not the result of willful misconduct, and agrees not to sue any such person for any claims released herein. The undersigned also agrees that Student is expected to abide by all School rules and direction from faculty, administrators, coaches, or chaperones during such activity and Student's failure to do so will be justification for termination of participation in the activity, and Student will be sent home at the undersigned's expense. The undersigned understands there may be other forms and releases involving trips or activities that the undersigned and Parent may be required to sign in order to allow Student to participate in certain activities. The undersigned further acknowledges and agrees Student's enrollment at the School is subject to the rules and regulations of the School contained in the current Student and Parent Handbook, which may be amended from time to time. The School has the right to suspend or terminate the attendance or participation in extracurricular offerings of Student for reasons set forth in the Student and Parent Handbook, for reasons the School administration considers detrimental to the School community, Student, or to other students of the

School, or for the undersigned's failure to pay all or any part of the undersigned's financial obligations for Student's attendance (including any amounts charged on Student's account with the School). Parent can access the Student and Parent Handbook on the School's website. If Parent is unable to do so, Parent may request a copy of the Student and Parent Handbook through the School Business Office.

15. Governing Law/Waiver of Jury Trial: This Contract shall be governed under the laws of the State of Florida. The venue of any action hereunder shall lie exclusively within the Circuit Court of Collier County, Florida, and the parties hereto consent to personal jurisdiction and expressly waive all rights to trial by jury.
16. Force Majeure: The School's duties and obligations under this Contract shall be suspended immediately without notice during all periods the School is closed because of force majeure events including, but not limited to, any fire, act of God, hurricane, war, governmental action, act of terrorism, epidemic, pandemic or any other event beyond the School's control. If such an event occurs, the School's duties and obligations in this Contract will be postponed until such time as the School, in its sole discretion, may safely reopen. In the event the School cannot reopen due to an event under this clause, the School is under no obligation to refund any portion of the tuition paid.
17. Understanding of Terms: This Contract sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous written and/or oral understandings between the parties. There have been no representations or warranties made by any party other than the representations and warranties contained herein.

By signing below, Parent(s) acknowledges that he and/or she understands the terms of this Contract, Parent's obligation to pay the full year's tuition, even if the Student is withdrawn or dismissed, and all other obligations set forth herein. If Parent has questions about the terms, Parent is encouraged to seek advice of counsel or to seek clarification from the School's Director of Enrollment Management and/or the Business Manager.

_____	_____
Signature of Parent (or legal guardian)	Date
_____	_____
Signature of Parent (or legal guardian)	Date

*The person signing, although not a Parent or Legal Guardian, is agreeing to be responsible for all financial obligations set forth above:

_____	_____	_____
*Signature of Person Financially Responsible	Date	Email Address

Please initial and indicate your payment option:

_____ **Plan A** – payment in full due date (refer to Payment Schedule).
Please initial and indicate if you will purchase tuition insurance offered by Dewar.
Plan A participants are strongly encouraged to purchase insurance.
_____ I will purchase tuition insurance.
_____ I will NOT purchase tuition insurance, although strongly encouraged.

OR

_____ **Plan B** – monthly payments (Tuition insurance is required for all Plan B participants).