

PLEASE GET INITIALS in BLANKS at the END of the LINES BELOW where indicated. Thank You!

# ENROLLMENT AGREEMENT

New Customer     Revised Agreement (fill out NEW Agreement) (Date: \_\_\_\_\_)     Withdrawal (Date: \_\_\_\_\_)

Child's Full Name: \_\_\_\_\_ Child's Age: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_ Child's Gender: \_\_\_\_\_

(1) Parent/Guardian: \_\_\_\_\_ Home Address: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_ E-mail: \_\_\_\_\_

Employer: \_\_\_\_\_ Work Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

(2) Parent/Guardian: \_\_\_\_\_ Home Address: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_ E-mail: \_\_\_\_\_

Employer: \_\_\_\_\_ Work Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Child will attend the academy on the following days (please check): M  T  W  Th  F  START DATE: \_\_\_\_\_

- **Academy hours of operation: 7:30 a.m. to 6:30 p.m.** Includes at a minimum 2 snacks and a lunch.
- The academy's Enrichment Program hours are: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. A snack, but NO LUNCH, is provided for the Enrichment Program.
- The academy will be closed on the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and See Parent Handbook and Addendum for complete list of holidays \_\_\_\_\_  
No discounts are provided; Full tuition is due and payable for each of these holidays. \_\_\_\_\_
- Kiddie Academy offers a Reservation Discount Program providing for 35% off regular **weekly** tuition for a limit of 2 weeks per calendar year if your child is absent for an **entire week** (Monday through Friday) from the academy. No discounts will be given for absences of less than a full week. \_\_\_\_\_
- The academy will be open whenever possible. However, all tuition payments will be due should the academy close due to severe weather conditions or other reasons beyond Kiddie Academy's control. \_\_\_\_\_
- A **non-refundable REGISTRATION FEE** of \$ 200.00 is payable upon the signing of this Enrollment Agreement, along with your child's first Tuition payment. \_\_\_\_\_
- A **SECURITY DEPOSIT** of \$ \_\_\_\_\_ is required. \_\_\_\_\_
- An **ANNUAL RE-REGISTRATION FEE** of \$ 150.00 is due every year on the anniversary month \_\_\_\_\_.
- Current **MONTHLY TUITION** for your child is \$ \_\_\_\_\_ and is due IN ADVANCE on the 1<sup>st</sup> business day of the month. Additional tuition payments will be due for any days your child attends the academy in addition to those days circled above and for any additional hours your child attends the academy if your child is enrolled in a non-full day program. \_\_\_\_\_
- A **LATE FEE** of \$ 50.00 will be added if your child's tuition is not paid by the close of business on the 5<sup>th</sup> business day of the month. A fee of \$15 per day will be added until payment is received in full. The Academy reserves the right to terminate the contract if tuition is not received in full within 1 week from the due date \_\_\_\_\_.
- A **PAST TIME FEE** of \$ 1.00 will be added to your child's tuition charges for each 1 minute(s) after the academy closes that your child is NOT picked up. If your child is not picked up from the academy **within 1 hour of closing**, Kiddie Academy may contact the proper authorities. \_\_\_\_\_
- A **SERVICE CHARGE** of \$ 35.00 will be added to tuition charges for each returned payment. Payments in CASH may be required thereafter. Should TUITION payments and other FEES NOT be paid as agreed upon herein, child care services may be terminated. \_\_\_\_\_
- You must provide WRITTEN NOTICE at least 8 weeks prior to your child's last day of attendance. Failure to provide the required NOTICE **will result in additional tuition obligations for the notice period**. If after termination of your child's enrollment you re-enroll your child less than 30 days later, tuition will be due as if child care services had been provided on a continuous basis during the enrollment absence. \_\_\_\_\_
- Changes to your child's schedule (hours or days) require 2 weeks written notice and the change must last at least 1 month. We cannot accommodate partial month request for a different schedule. \_\_\_\_\_
- No one, other than the owners/operators of the academy, may change, alter or modify this Agreement or the policies of the academy. All policy changes must be made in writing. Two weeks notice will be provided for all written modifications, by which the undersigned parents/guardians agree to abide.
- **The owner/operator of this Kiddie Academy® location is an independent contractor and a franchisee of Kiddie Academy Domestic Franchising, LLC ("Franchisor"). The undersigned agree to indemnify and hold Franchisor harmless against any and all claims directly or indirectly arising from or related to the operation of the franchised business and/or the academy.** \_\_\_\_\_
- **The parties have read and understand this Enrollment Agreement, including all information on the second page. ALL INFORMATION CONTAINED ON THE SECOND PAGE OF THIS AGREEMENT CONSTITUTES A MATERIAL PART HEREOF; THE SIGNATURES BELOW CONSTITUTE AGREEMENT WITH ALL SUCH PROVISIONS. PLEASE READ SECOND PAGE!** \_\_\_\_\_
- The two pages of this Agreement constitute the entire Agreement (along with applicable provisions of the Parent Handbook) between the parties.

PARENT/GUARDIAN:

(1) Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature (Kiddie Academy® Franchisee) \_\_\_\_\_ Date \_\_\_\_\_

(2) Signature \_\_\_\_\_ Date \_\_\_\_\_

## ***The following items form a material part of this Agreement***

The parents/guardians whose names appear on the first page of this Agreement hereby agree to permit Kiddie Academy to administer first aid and/or obtain medical treatment for the child whose name appears on the first page of this Agreement in the event of any injury to the child. The parents/guardians whose names appear on the first page of this Agreement also agree to pay all expenses incurred for such first aid and/or medical treatment and to indemnify Kiddie Academy and hold Kiddie Academy harmless against any liability arising from or related to such first aid and/or medical treatment.

Kiddie Academy may terminate this Agreement at any time upon written notice. Kiddie Academy reserves the right to terminate the enrollment of any child who is unable to adjust to the academy's program.

Kiddie Academy does not discriminate on the basis of race, color, national origin, cultural heritage, sex, marital status, disability, religion, political belief, or sexual orientation.

The parents/guardians whose names appear on the first page of this Agreement acknowledge and understand that Kiddie Academy MUST receive proper authorization IN WRITING to release a child to individuals NOT listed on the first page of this Agreement.

The parents/guardians whose names appear on the first page of this Agreement acknowledge and agree that they shall be liable for any and all costs incurred by Kiddie Academy arising from or relating to the collection of Tuition, Late Fees and/or Service Charges which are not paid as specified in this Agreement, including any and all attorneys fees and court costs. Kiddie Academy also has the right to collect interest, charged at the legal rate, for all outstanding balances.

Periodically, Kiddie Academy may institute increases in Tuition and/or other fees. Such increases shall not affect the other terms contained in this Agreement. All other terms shall remain in full force and effect.

All parents/guardians agree that should their child(ren) be the subject of an executed, court approved custody, separation or other form of legally enforceable agreement determining the custodial status of such child(ren), they shall provide copies of all such agreements to Kiddie Academy and shall provide to Kiddie Academy any and all changes, amendments and updates to such agreements in a timely manner.

From time to time, we may provide additional Optional Services from an outside vendor. (i.e. dance, gym, art classes, etc.) If you choose to have your child participate, you will be responsible for any additional cost, which will be paid directly to the vendor.

Care provided at Kiddie Academy meets or exceeds state and local child care requirements. You may periodically receive reports about your child's growth and development in relation to the services provided.

I understand that Kiddie Academy may be using webcams for parent online viewing only; no public viewing is available or permitted. The webcams show partial views of classrooms and playgrounds only. Video recordings may be used for training and/or security purposes. I hereby authorize my child to be shown and recorded via the webcams.

**Please refer to the academy's *Parent Essentials Handbook and Addendum* for further information regarding Kiddie Academy's policies. Any failure to comply with the terms of the Parent Handbook or this Agreement could result in the termination of your child's enrollment.**

**FOR CALIFORNIA FAMILIES ONLY:** Notwithstanding any other provision contained in this Agreement:

1. A one-time charge of \$17.97 per child will be collected for the purchase of an emergency earthquake kit (three day survival supply).
2. Modifications to the Agreement, including, but not limited to, changes in any basic rate change, must be provided to a child's parent or guardian at least thirty (30) calendar days prior to such modification becoming enforceable. Agreements involving children whose care is funded at government prescribed rates may specify that the effective date of a government mandated rate change shall be considered the effective date for basic service rate modifications and that no prior notice is necessary.
3. The State of California's Community Care Licensing Division has the authority to interview children and staff without prior consent, and to inspect or audit the child care records stored in the academy without prior written consent.