

For Office Use Only

Student Name(s): \_\_\_\_\_ DOB: \_\_\_\_\_

Deposit Paid: \_\_\_\_\_ Date: \_\_\_\_\_ First Day of Attendance: \_\_\_\_\_

Last Day of Attendance: \_\_\_\_\_

## Enrollment & Tuition Contract

between

\_\_\_\_\_  
("Guarantor")

and

**The Clearwater School, 1510 196<sup>th</sup> St. SE Bothell Washington 98012**

("School")

WHEREAS, the School operates a program promoting the growth of children; and

WHEREAS, Guarantor wishes to enroll \_\_\_\_\_  
in the program; "Student(s)"

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

### Term

This Contract shall be effective as of the day of enrollment and shall remain in force for that school year.

### Admission

The Student shall be admitted as a member of the School Meeting and the Assembly, according to the School's bylaws. The Student's legal guardian(s) shall be admitted to membership in the Assembly, according to the School's bylaws.

### Enrollment & Tuition Policies

The School's "Enrollment & Tuition Policies" attached hereto as *Exhibit A*, are hereby incorporated in this Contract as though fully set forth herein. In its sole discretion the School Assembly may amend Enrollment & Tuition Policies on an annual basis. All such changes must be made in writing and be made available before the annual renewal period. Guarantor agrees to comply with, cooperate with, uphold, and be bound by the provisions of Enrollment & Tuition Policies as they exist on the date of execution.

### Payment of Charges

Guarantor shall pay all tuition, fees, late payment fees, other fees, property damage charges, and all other charges applied to Student's account in accordance with this Contract, Enrollment & Tuition Policies, and other policies, procedures, and practices of the School. Guarantor shall deliver payments in U.S. funds promptly on or before the due dates. Unless otherwise directed by the School in writing, Guarantor shall deliver payments to the School office.

## **Commitment by Guarantor**

Guarantor agrees to comply with and be bound by the term of commitment, as specified in and governed by Enrollment & Tuition Policies, including but not limited to a commitment to make all of the payments indicated for ten months of school attendance. No rights granted to the School shall be suspended, abridged, or subordinated in any way because of the term of commitment, including the School's rights to terminate the Contract and to bar Student from attendance; and exercise of such rights by the School shall not release Guarantor from such commitment.

## **Termination by School**

The School may terminate this Contract at any time in accordance with Enrollment & Tuition Policies, and other policies, procedures, and practices of the School. With cause, the School may bar the Student from attending school for a definite or indefinite period of time, and such action shall not be construed as termination of this Contract or as notice of termination of this Contract, and shall not result in reduction, postponement, or abatement of any past, present, or future amounts due by Guarantor to School.

## **Tuition Rates**

Generally, an annual cycle of payments from Guarantor to the School shall begin with payment of the enrollment deposit and shall be followed with one or more payments of tuition. The School shall annually establish tuition rates and the amount of any supplemental fees. Unless otherwise stated by the School, changes to tuition rates and fees shall take effect beginning with payment of the new deposit and followed by payments of tuition at the new rates. Enrollment & Tuition Policies shall specify dates by which Guarantor shall make tuition and fee payments.

## **Notice of Tuition Rates**

The School shall notify Guarantor annually of tuition rates and the amount of any supplemental fees. The School shall provide such notice promptly after tuition rates and the amounts of the fees are established each year, and before the annual renewal period.

## **Assembly and School Meeting**

Either one or both of the Assembly and the School Meeting, including their authorized agents, may exercise the rights and privileges vested in the School by this Contract and by the policies, procedures, and practices of the School.

## **School Disclaims Performance Guarantees**

Guarantor acknowledges they have studied and understand the School and its literature and programs, including the bylaws, Assembly, School Meeting, judicial processes, Enrollment & Tuition Policies, payment policies, collection procedures, daily program, and more. While the School believes that its programs are generally conducive to children's growth, the School makes no guarantee that the Student will advance or make progress according to any subjective or objective measurement or testing; and the School specifically disclaims any and all statements to the contrary, whether made orally or in writing. Guarantor's selection of the School and entry into this Contract is based solely on Guarantor's own study of the School and knowledge of the Student, and Guarantor agrees not to hold the School liable for perceived or actual failure of the Student to advance, progress, or thrive while enrolled at the School.

## **Time Limit on Actions**

No action, regardless of its form, arising out of this Contract or Student's enrollment or attendance may be brought by Guarantor more than one (1) year after the cause of action has arisen.

## **Payments by Others**

Payments designated for the Student's account that are received by the School from a party other than Guarantor shall be applied to the Student's account within a reasonable time after receipt, in actual amounts received, reducing subsequent amounts due from Guarantor accordingly. No credit or postponement of amounts due or other relief shall be granted to Guarantor in advance of payments by others, and the anticipation of payments by others shall not reduce or delay Guarantor's payment obligations under this Contract.

## **Tuition Assistance Program**

Execution of a Tuition Assistance Program or similar agreement related to the Student's tuition account, whether before or after or concurrent with this Contract, shall in no way affect the force, applicability, or effect of this Contract; nor shall it wholly or partially release Guarantor from any provisions or obligations of this Contract. Except that execution of a Tuition Assistance Agreement shall only decrease the amounts due from Guarantor. It shall not have any effect on the dates on which payments are due from Guarantor; nor shall it be deemed an amendment or alteration to this Contract. In the event that credit is actually granted to Student from time to time under any written or verbal agreement with the School, each such grant of credit shall be applied to the Student's account within a reasonable time after the credit is granted by the School and in the actual amounts granted, reducing subsequent amounts due from Guarantor accordingly.

## **Default**

Guarantor shall be deemed to have committed an "Event of Default" of Contract upon the occurrence of any of the following: a) failure to make any payment on or before the date on which it is due; b) failure to make a payment on any other contract outstanding with the School; c) failure to perform any other provision of this Contract; d) providing School with false information or signatures; e) death, incompetence, or conviction of Guarantor of crime involving fraud or dishonesty; f) insolvency or bankruptcy filing of any Guarantor. Waiver by School of any Event of Default shall not be binding upon the School if School should thereafter choose to exercise that or any other right or if a similar Event of Default occurs later. All School's rights and remedies shall be cumulative. School's exercise of one or more rights shall not cause School to lose any other rights under this Contract.

## **Amendments**

Except for amendments of Enrollment & Tuition Policies, any amendment to this Contract shall be enforceable only if it is in writing, executed by Guarantor and by a corporate officer of the School, and identifies itself explicitly as an "amendment of the Enrollment & Tuition Contract".

## **Parental Rights and Duties**

Parents understand and agree that either parent alone may execute any and all parental rights and duties with regard to the School and the Student's enrollment; including but not limited to execution of permission and waiver forms and medical treatment consents, and granting of verbal and written permissions in general. Parents agree that the School shall have no obligation or duty to seek such permissions and waivers from more than one parent and the School shall have no obligation or duty to notify either parent of actions of the other parent. Parents understand and agree that the School shall

have no obligation or duty to apply, enforce, or monitor any provisions of any agreements between the parents regarding the Student, whether such agreements exist now or are created in the future, and whether or not the School has knowledge of any such agreement.

## **Two Guarantors**

If two or more individuals execute this Contract as Guarantor, then each shall be individually liable as though they were the only signatory, and, in addition, all shall be jointly liable.

## **Notices**

All notices required or permitted to be given by one party to the other shall be sufficient if sent by U.S. mail to the parties' respective addresses set forth above, or to such other address as the party, to receive the notice, has designated by notice to the other party.

## **General**

Each party acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms. This Contract shall be governed by the laws of the State of Washington. This Contract is made in Snohomish County, Washington, and the courts of Snohomish County shall have sole jurisdiction over any disputes arising out of this Contract. If any provision of this Contract is determined to be invalid under applicable statute or rule of law, it is to that extent to be deemed omitted, and the enforceability of remaining provisions shall not be impaired. Paragraph headings are inserted for convenience in reference only and are not intended by the parties to be a part of or to affect the meaning or interpretation of the Contract. Guarantor may not assign or transfer its rights, duties, or obligations under this Contract to any person or entity, in whole or in part. The School shall have the right to collect from Guarantor its reasonable expenses incurred in enforcing this Contract, including attorneys' fees. The waiver or failure of the School to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

