

Temple Emanu-El Nursery School and Kindergarten
One East Sixty-fifth Street
New York, New York 10065
(212) 507-9531

STUDENT ENROLLMENT AGREEMENT - 2017-2018 Temple Member

Student's Name: Camden Moolani

DOB: 10/19/14

In consideration for the offer and acceptance of this Enrollment Agreement (the "Agreement") by Temple Emanu-El Nursery School and Kindergarten ("School"), I (we), the parent(s) or guardian(s) of the above named student ("Student"), agree to enroll the Student in the School for the 2017-2018 academic year based on the terms and conditions stated herein.

Tuition Payments and Other Fees and Charges

I understand that my child is enrolled 5 days a week - Monday - Friday 9:00 am-12:00 pm.

I agree to pay all tuition, fees and charges incurred by the Student at the School in accordance to the procedures and dates prescribed for the School as specified below.

Payment Type

Tuition - First Payment of \$13,320 due upon signing of contract.

Tuition - Second Payment of \$8,880 due by June 15, 2017.

I understand that the total tuition, fees and charges set forth above may not be comprehensive. It may not include additional fees, charges, or expenses, including but not limited to incidental expenses. I agree to pay all additional fees, charges or expenses in accordance with the School's requirements.

Late Payment of Tuition, Fees and Charges

I agree to pay, to the extent permitted by law, any expenses incurred by the School in the collection of tuition, fees and charges or in otherwise enforcing the School's rights under this Agreement, including but not limited to attorney's and accountants' fees and expenses. Checks returned by the bank will be assessed a \$50.00 processing fee. I further agree to a late payment charge of \$200.00 per month on accounts more than thirty (30) days overdue, and that if tuition or other fees and charges remain unpaid for sixty (60) or more days, the School, in its sole discretion, may prohibit the Student from attending the School until the account is made current. I understand that the School may consider any failure to promptly pay tuition, fees, and charges when considering whether to offer future enrollment contracts to my family.

Cancellation of Agreement and Obligation to Pay

I understand that I may cancel this Agreement by delivering written notice of such cancellation to the School after signing the enrollment contract, but that no portion of tuition or fees paid is to be refunded or canceled for any reason whatsoever.

I also acknowledge and agree that the expenses of the School do not diminish with the departure of the Student either prior to or during the course of the academic year, and that this Agreement is made for the entire school year and is budgeted accordingly. Further, many of the School's decisions, including decisions regarding admissions and class placement, are made with the individual Student in mind. In the event that the Student ceases to attend the School for any reason whatsoever after **the signing of the enrollment contract**, the School cannot and need not offset its damages by filling the vacancy caused by the departure of the Student, I understand that my obligation to pay tuition, fees, and charges for the full academic year remains unconditional and shall not be effected. My obligation to pay tuition, fees, and charges for the full academic year becomes unconditional effective upon signing the contract.

If the Agreement is cancelled after signing the enrollment contract for any reason whatsoever, I remain obligated to pay the full academic year tuition, as well as all applicable fees and charges. I understand that no portion of the full academic year tuition, fees, and charges will be refunded or canceled despite the absence or withdrawal of the Student from the School for any reason whatsoever.

Right to Terminate / Rules and Regulations

I acknowledge and agree that the School's Director has the right to suspend or terminate the enrollment of any student at any time, or to nullify an enrollment contract prior to the beginning of the academic year at its sole discretion. Such suspension or termination may result where: (i) a student disregards or does not abide by the rules and regulations of the School; (ii) the School determines that a student's conduct or performance demonstrates an unwillingness or inability to be productive within the School community; (iii) a parent, guardian, or other individual closely associated with the Student fails to cooperate with the School or disregards or does not abide by the rules and regulations of the School; (iv) the School determines that the continued attendance of a student in the School is not in the best interests of the Student or the School; (v) the School determines that the continued involvement of a parent or guardian with the School is not in the best interest of the Student or the School; (vi) unsatisfactory academic performance; (vii) other reasons as determined in the sole discretion of the School.

I understand that by signing this Agreement, I agree to cooperate fully with the School and to abide by School rules and regulations. I further acknowledge and agree that the Student must abide by the rules and regulations. I agree that if the Director requests that my child be withdrawn from the School I will receive a proportionate refund of the tuition for the remainder of the school year.

Student Activities and Authorizations

I agree that the Student has permission: (i) to take part in any and all School activities on or off School property, including athletics; (ii) to take School-sponsored field trips; and (iii) to ride in buses chartered by the School, taxicabs, or vehicles driven by employees or representatives of the School or parents of other students. I acknowledge and agree that, notwithstanding the above, I will complete and promptly return to the School any additional permission slips, releases and/or medical information forms regarding the Student.

General Release Agreement

I recognize that children may get hurt at School or during athletic and other activities related to the School. I release and hold harmless the School, its agents and employees from all claims, damages and other liability for injury to the Student where such claims, damages or other liability are not the result of intentional conduct gross negligence by the School, its agents or employees.

Acceptance of Contract

This Agreement must be signed by each person legally responsible for the Student, regardless of who in the family plans to pay the tuition for the student.

This Agreement is not deemed accepted until countersigned by the Head of School. This Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of law.

I _____ agree to be jointly and severally liable to pay the tuition, charges and fees described in this Agreement. I have read this Agreement and understand and accept all of its terms and conditions, which cannot be changed except by express written consent of both parties. My signature below acknowledges approval of these terms.

Signature(s) of All Custodial Parent(s) and/or Guardian(s) who are financially or otherwise responsible for the student:

Name: _____ **Name:** _____

Signature: _____ **Signature:** _____

Date: _____ **Date:** _____

Accepted by The School by: _____ **Date:** _____

Please return a signed copy of this contract with the first payment by noon on March 10, 2017.