



## SUMMER CAMP CONTRACT

Please indicate STUDENT's desired Grade Level and Program

20-21 GRADE LEVEL		Please indicate your preferred payment plan
Grade Level: <input type="checkbox"/> Kindergarten <input type="checkbox"/> First Grade <input type="checkbox"/> Second Grade <input type="checkbox"/> Third Grade <input type="checkbox"/> Fourth Grade <input type="checkbox"/> Fifth Grade	<input type="checkbox"/> \$50 application fee due with pre-registration form for each child  <input type="checkbox"/> Full Summer (\$600)  <input type="checkbox"/> Weekly (\$150) <b>(based on availability)</b>  <input type="checkbox"/> June 7-11 <input type="checkbox"/> June 14-18 <input type="checkbox"/> June 21-25 <input type="checkbox"/> June 28-Jul 2	<input type="checkbox"/> <b>Manual Payment</b>  <input type="checkbox"/> <b>FACTS Auto Payment</b>

PARENT AGREES TO BE BILLED BASED ON THE INFORMATION ABOVE:

\_\_\_\_\_

Signature
Date

### 2021 SUMMER CONTRACT

**FOR OFFICE USE ONLY**

Non-Refundable Application Fee Per Student \$50 x \_\_\_\_\_ = \_\_\_\_\_

Monthly Tuition \$600 x \_\_\_\_\_ = \_\_\_\_\_ \*Payable By May 26, 2021

Weekly Tuition \$150 x \_\_\_\_\_ = \_\_\_\_\_ \*Payable 1 week before Each Monday Begins

Total Contract Amount: \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Received By: \_\_\_\_\_

In consideration of the student, \_\_\_\_\_ (hereinafter "STUDENT") being accepted by Hope Academy, Inc. (hereinafter "HA") for enrollment during the 2021 Summer Camp Program (hereinafter "SUMMER PROGRAM"), both of the STUDENT's undersigned parents and/or his or her legal guardian(s) (collectively, hereinafter "PARENTS" jointly and severally) agree to the following terms and conditions:

1. PARENTS shall timely pay TUITION upon the terms and conditions set forth in the TUITION SCHEDULE and shall pay any and all fees and charges as billed during the summer. In addition, PARENTS shall pay the annual Non-refundable Registration Fee and Application Fee upon submission of this SUMMER CONTRACT.
2. FACTS is an online tuition management and payment processing service used by HA to process monthly payments. PARENTS are required to register with FACTS. HA reserves the right to charge past due, late pick-up, and other incidental charges to active FACTS accounts.
3. Checks issued to HA and subsequently returned by the bank will result in a \$20.00 returned check fee. After two returned checks, payment by check will no longer be accepted.
4. PARENTS and STUDENT shall abide by all policies, rules and regulations of HA, whether in writing or in practice, which may be amended by the Board of Directors of Hope Academy, Inc. at any time without notice. Copies of the written policies, rules and regulations may be obtained from the administrative office of HA upon request.
5. Should any amount due HA not be paid when due, or should PARENTS be in default of this SUMMER CONTRACT as expressly set forth and agreed to by the parties, HA may, in its sole discretion, immediately terminate this SUMMER CONTRACT and take further action including but not limited to terminating STUDENT's right to attend summer camp, childcare, school day classes or other school activities at HA.
6. Should a STUDENT withdraw or be withdrawn or be expelled from HA for any reason, all unpaid TUITION and all other amounts due HA under this Enrollment Contract through the end of the SCHOOL YEAR shall immediately become due in full. Failure on the part of PARENTS to pay the entire TUITION and all other amounts due HA within 5 (five) business days of STUDENT's withdrawal or expulsion shall be considered default on the part of PARENTS.
7. PARENTS shall complete SUMMER CONTACT, EMERGENCY & HEALTH INFORMATION SHEET, REGISTRATION FORM, and PHOTOGRAPHY RELEASE FORM attached hereto prior to HA's acceptance of STUDENT.
8. All accounts for prior academic years, including but not limited to TUITION, Extended Care, Field Trips and Extracurricular Activities, and obligations to the PTO of the PARENT must be current prior to HA's acceptance of STUDENT for the 2020-2021 SUMMER PROGRAM.
9. Should a TUITION payment not be received by June 1 or the first day of camp for the first monthly payment or July 1 for the second monthly payment or by the Friday prior to the Monday camp for weekly campers, HA has the right to deny STUDENT attendance.
10. Should a TUITION payment not be received by June 1 or the first day of camp for the first monthly payment or July 1 for the second monthly payment or by the Friday prior to the Monday camp for weekly campers, HA has the right to assess PARENTS a service charge of \$20 before STUDENT can rejoin camp or receive childcare. Should a TUITION payment not be received within 7 days from its due date, PARENTS shall be in default of this SUMMER CONTRACT. If payments become more than 20 days delinquent, STUDENT will be ineligible to return to HA until all past due amounts and service charges are paid in full.
11. PARENTS may request that this SUMMER CONTRACT be modified to weekly attendance rates by contacting the Head of School. Such request shall be considered by HA in its sole discretion on a case-by-case basis, with HA's decision on such request being final. If such change to the SUMMER CONTRACT results in lower TUITION, no refunds will be offered by HA.
12. If during the SUMMER PROGRAM, STUDENT's immediate family is transferred or moves more than 50 miles from HA, TUITION will be adjusted on a pro rata basis. Any pre-paid TUITION will be refunded to PARENTS, less a \$100 contract cancellation fee. Should the pre-paid TUITION refund due be equal to or less than \$100, no refund will be issued.
13. If HA retains an attorney to collect any amounts due HA under this SUMMER CONTRACT, including service charges, PARENTS agree to pay in addition to the amounts due, all costs of collections, including reasonable attorney's fees and expenses, and furthermore agree to pay interest on the unpaid balance at the rate of 12% per annum or the maximum allowed by governing law. HA reserves the right to offset any amounts that HA is holding on PARENTS' or STUDENT's account against any amounts that PARENTS owe HA.
14. The obligations of PARENTS hereunder shall be joint and several. HA may elect to recover from any one or more of the PARENTS the full amount due HA under this SUMMER CONTRACT.

15. Prior to the commencement of the SUMMER PROGRAM, HA reserves the right to cancel any group or class that in HA's sole discretion does not have enough enrollment. In such event, HA shall refund all TUITION, application registration fees for the SUMMER PROGRAM, which refund shall constitute HA's entire responsibility to the affected STUDENT and PARENTS.
  
16. HA will not tolerate an environment of disruption due to STUDENT presenting a pattern of disciplinary challenges. HA reserves the right to terminate its responsibilities to STUDENT if HA determines, in its sole discretion, that STUDENT presents unacceptable disciplinary challenges. In such event, in HA's sole discretion, HA may refund all or part of the TUITION on a pro rata basis, which refund, if any, shall constitute HA's entire responsibility to the affected STUDENT and PARENTS.
  
17. PARENTS and STUDENT agree to abide by all policies and procedures outlined by HA through its handbooks, governing policies, and expectations- both written and verbalized. Further, PARENTS and STUDENT agree to support the mission and core beliefs of Hope Academy.
  
18. PARENTS and STUDENT agree to defend, protect, indemnify and hold harmless HOPE ACADEMY, INC., as well as the individual members of the BOARD OF DIRECTORS OF HOPE ACADEMY, INC., the HOPE ACADEMY PTO, the HA Executive Director , the HA Head of School and the HA Office Manager (individually and collectively, "INDEMNIFIED PARTIES") from and against each and every claim, demand or cause of action and any liability, cost, expense (including attorneys' fees and other costs), for damage or loss in connection therewith, which may be made or asserted by the STUDENT and/or PARENTS on account of personal and/or bodily injury, including wrongful death, exposure to or diagnosis of easily transmittable diseases such as the flu and COVID-19, and/or property damages caused by, arising out of, or resulting from negligence, omissions and/or fault of the INDEMNIFIED PARTIES resulting directly or indirectly from enrollment at HA or participation in activities in HA classrooms and all campus locations, and all off-campus programs, activities and/or events.
  
19. PARENTS hereby acknowledge that they have read and that they understand this SUMMER CONTRACT in its entirety. PARENTS further acknowledge that they fully agree to all of the terms and conditions of this SUMMER CONTRACT.
  
20. This SUMMER CONTRACT shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, assigns and successors of all the parties hereto.
  
21. This SUMMER CONTRACT sets forth the entire understanding of the parties, and it may not be changed except by written document signed by all parties hereto.
  
22. This SUMMER CONTRACT shall be governed by the laws of the State of Mississippi. Any legal action arising from this SUMMER CONTRACT shall be heard only in the appropriate court in Harrison County, Mississippi.
  
23. If any provision of this SUMMER CONTRACT is held invalid by a competent court of law, such invalidity shall not affect the validity or enforcement of the remaining provisions herein, and such invalid provision shall be automatically reduced in scope to become valid and enforceable.

\_\_\_\_\_

Head of School, Hope Academy

Date

PARENT/LEGAL GUARDIAN (All legal guardians must sign):

\_\_\_\_\_

Legal Guardian's Signature

Date

\_\_\_\_\_

Legal Guardian's Printed Name

Cell Phone #

Email Address