



## Brunswick Academy Enrollment Contract 2023-2024

**Student Name (Student):**

**Grade:**

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This Enrollment Contract for the School's 2023-2024 academic year (Contract) is entered into between Brunswick Academy Association, Inc. (School) and the undersigned parents/legal guardians/other financially responsible parties, jointly and severally (Parents). In consideration of the terms below, the parties agree as follows:

1. **Student Reservation.** By entering into this Contract, Parents express the intent to enroll Student in the School in the grade level indicated above for the 2023-2024 academic year. Upon receipt of the signed Contract, accepted by the School, the School will enroll Student in the School and will undertake preparations to educate and support Student for the 2023-2024 academic year. Prior to or on June 30, 2023, Parents may withdraw Student's enrollment in the School under this Contract by delivering a written notice of withdrawal to the School's business office. If Parents withdraw Student prior to or on June 30, 2023, they will owe only the Registration Fee to the School (except for first time students).

2. **Registration Fee.** Parents must submit a registration fee to the School of \$200 (Registration Fee), as well as a signed Contract. The Registration Fee is not due for students enrolling in their first year of attendance at the School and is not due if Parents have a student enrolling in the School in a higher grade level than Student. The Registration Fee is non-refundable in all situations, including in situations of Student's absence, withdrawal, dismissal or other separation from the School. If Parents submit a signed Contract or Registration Fee to the School after April 7, 2023, the School will assess Parents an additional \$100 late-enrollment fee.

3. **Tuition.** Tuition for the 2023-2024 academic year is identified below (Tuition).

<b>Pre-School (3 days)</b>	\$3,500
<b>Pre-School (5 days)</b>	\$5,500
<b>Pre-Kindergarten</b>	\$6,500
<b>Kindergarten</b>	\$7,050
<b>Grades 1-8</b>	\$8,450
<b>Grades 9-12</b>	\$8,700

Parents will pay Tuition to the School, as well as other costs, fees, expenses and charges incurred by or relating to Student (Fees). If financial aid or tuition remission is awarded or recognized by the School and accepted by Parents, it will be applied as a credit toward Tuition due. Parents must pay Tuition to the School in full in accordance with one of the following payment plans (select one):

- One-time payment due on or before June 30, 2023.
- Two equal installment payments (with a 5% surcharge on each installment), the first installment due on or before June 30, 2023, and the second installment due on or before December 31, 2023.
- Ten month bank installment plan, due on or before the first day of each month beginning July 1, 2023. Parents enrolling in the 10-payment plan must enter into a financial agreement with the financial institution approved by the School and installment payments will be made to that financial institution.

If Student is the sibling of two students currently enrolled in the School in higher grade levels than Student and no other discounts apply to Student's Tuition, including financial aid, the School will apply an additional 25% discount to Student's Tuition. If Student is the sibling of three students currently enrolled in the School in higher grade levels than Student and no other discounts apply to Student's Tuition, including financial aid, the School will apply an additional 50% discount to Student's Tuition. For avoidance of doubt, any sibling discount will only apply to Student's Tuition provided that another currently enrolled sibling is paying Tuition in full. All Tuition and Fees must be paid by Parents to the School by June 30, 2023, unless otherwise agreed in writing. The School may charge late fees on missed or untimely payments, including a fee of \$200 for any payment of Tuition or Fees received by the School after June 30, 2023 and/or December 31, 2023 if two equal installment payments is selected.

**4. Tuition Obligation.** The School has many fixed and other financial obligations. The School relies on its contractual enrollment commitments when assessing and entering into such financial obligations. As a result, after June 30, 2023, Parents' obligation to pay Tuition and Fees in full is unconditional. After June 30, 2023, no portion of Tuition, Registration Fee or Fees will be refunded or cancelled for any reason, including in circumstances in which Student is absent, withdrawn, dismissed or otherwise separated from the School. At the time of entry into this Contract, actual damages to the School in the event of a breach of the Contract by Parents are uncertain and difficult to determine with exactness. Recognizing that fact, in the event of withdrawal, dismissal or other separation of Student from the School after June 30, 2023, Parents agree to pay Tuition in full as a liquidated damage. Parents agree payment of Tuition in full is a reasonable estimate of the School's damages in the event of withdrawal, dismissal or other separation of Student from the School after June 30, 2023. Such liquidated damage, if applicable, will be immediately due by Parents to the School in the event of Student's separation. In addition, if Parents have not met all financial obligations to the School, the School may take any action it deems appropriate, including (a) prohibiting Student from attending School classes, events and programs, (b) not issuing Student's grades, course credits, transcript or other documents, (c) subject to applicable law, not complying with a records request on the basis that there exists an outstanding financial obligation to the School and (d) separating Student from the School. Notwithstanding the foregoing, in the event Student is withdrawn from the School, Parents may make a request in writing to the School Board of Directors for a partial Tuition refund. Upon consideration, the Board of Directors may choose to grant, partially grant or deny such a Tuition refund request.

**5. Program Delivery.** The School is dedicated to providing an exceptional educational opportunity for all students. However, the School cannot guarantee the standard, quality or educational outcome of Student's education as a result of his or her attendance at or enrollment in the School. The School generally strives for in-person instruction. At its discretion, depending on circumstances, the School may elect to operate on a distance-learning basis or on a hybrid-learning basis involving both in-person and distance-learning education. The School may also, at its discretion, elect to extend its academic year, adopt an alternative schedule or change, modify, delete or add to its course offerings, activities, programs, publications, location, rules, policies and personnel as circumstances may dictate.

**6. School Policies.** Parents and Student are bound by the School's rules, policies and procedures, including those set forth in the School's Student Handbook. None of the School's rules, policies and procedures constitute or are intended to constitute an express or implied contract. The School may change, modify, delete or add to its rules, policies and procedures at any time.

**7. School Authority.** All decisions regarding student enrollment, conduct, academic performance, grade placement and advancement, financial account and the establishment, interpretation and enforcement of School rules, policies and procedures are vested with the Head of School, at his or her absolute discretion. The School may discipline any student whose work or conduct is deemed unsatisfactory by the School, including conduct taking place on or off School property or through personal or School systems, accounts, devices and equipment. Parents agree to pay for any damage to School property caused by Student or Parents.

**8. Cooperation.** Parents will cooperate with the School in all matters relating to the School and to Student's enrollment, including education, development, conduct and financial matters. Parents' inability to cooperate, or the School's involvement in a custody, access or other domestic or legal matter involving a Parent or Student, may cause the School to take action against Student, including dismissal or restriction on Student's or Parents' participation in School activities. Parents agree to pay the School's fees, costs and expenses, including its reasonable attorney's fees, expended by the School as a result of the School's involvement in any Parent or Student custody, access or other domestic or legal matter. In addition, courts may have limited or denied a Parent's or another individual's access to or involvement with Student and

Student-related documents. Parents will promptly provide the School a copy of all operative legal documents in place relevant to Student's enrollment in the School and to Student's records.

9. **Verification.** Parents certify that all information they have provided or caused to be provided to the School, whether orally or in writing, is true and complete to the best of their knowledge. Parents certify that they have provided all information about Student relevant to Student's enrollment to the School, such as information regarding mental, physical and emotional needs and challenges. Parents agree to provide updates to relevant Student information and to provide new relevant information about Student to the School as it materializes. False, incomplete, omitted or misleading information provided about Student, Parents, Parents' finances or otherwise may result in Student's suspension or dismissal from the School.

10. **Force Majeure.** The School will not be liable for any failure or delay in the performance of its duties or obligations under this Contract to the extent such failure or delay is caused by a force majeure or an event beyond the School's reasonable control. This includes but is not limited to: fire, flood, earthquake, hurricane, tornado, natural disaster, act of God, war, government action, act of terrorism, riot, epidemic, pandemic, viral outbreak, strike, labor dispute or other major upheaval which renders performance of this Contract impractical, illegal, impossible or otherwise inadvisable. In such an event, the School's duties and obligations under this Contract will be modified or suspended, at the School's discretion, until such time as the School determines that it may safely and ably resume performance. The School will provide notification of such a suspension or modification by a reasonable time and method. During such a suspension or modification, Parents will make all payments due to the School, and there will be no refund of Tuition, Registration Fee, Fees or other payments previously made.

11. **Indemnification.** Parents, for themselves and on behalf of Student, agree to indemnify, defend and hold harmless the School and each of its agents, employees, trustees, directors, officers, representatives, successors and assigns (each, an Indemnitee), from and against any and all claims, demands, causes of action, lawsuits or other proceedings brought or threatened against the School or any Indemnitee (each, a Claim), and to pay all of the School's and each Indemnitee's costs in connection with any Claim, including but not limited to judgments, amounts paid in settlement, fines, penalties, forfeitures, liabilities, damages, costs, expenses and fees (including reasonable attorney's fees through final appeal), of whatever kind or nature, in any manner, directly or indirectly arising out of or in connection with: (a) Parents' breach of this Contract, (b) Student's enrollment in, participation with or separation from the School, (c) Parents' relationship with the School, (d) the School's involvement in any Parent or Student custody, access or other domestic or legal matter, (e) personal injury or illness to Parent or Student which is not the result of gross negligence or willful misconduct by the School, (f) damage to or loss of personal property of Parent or Student or (g) damage to School property or equipment by Parent or Student. The School will not be liable for any special, indirect, consequential, lost profit or punitive damage.

12. **Miscellaneous.** This Contract constitutes the entire agreement between the parties with respect to the 2023-2024 academic year and supersedes all prior and contemporaneous agreements between Parents and the School with respect to the 2023-2024 academic year. The School may, but has no obligation to, enter into a subsequent enrollment contract with Parents relating to Student. This Contract may be amended only by a written agreement signed by all parties. The headings contained in this Contract are for reference only. Throughout this Contract, unless context requires, plural words may be construed to mean the singular and vice-versa. This Contract will in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party. Waiver by a party of any breach of any provision of the Contract will not operate as a waiver by that party of any subsequent breach. The real or perceived existence of any claim or cause of action by Parents against the School, whether predicated on this Contract or another basis, will not relieve Parents' obligations under this Contract and will not constitute a defense to the enforcement of this Contract by the School. The sections of this Contract are severable, and if any section of this Contract is for any reason held to be invalid or unenforceable, the remaining sections will not be affected thereby. This Contract will be governed by and subject to the laws of the Commonwealth of Virginia. This Contract will be subject to the exclusive jurisdiction of the courts of the County of Brunswick, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division. All parties consent to personal jurisdiction in any such venue. The parties knowingly waive the right to a trial by jury in any legal action relating to this Contract or the relationship it establishes. If the School engages legal counsel to enforce or defend any section of this Contract, and the School prevails in such enforcement or defense, Parents will pay the School's costs, expenses and fees incurred in such action, including its reasonable attorney's fees through final appeal. If Parents initiate and then voluntarily dismiss (for whatever reason) a legal claim against the School relating to this Contract or the relationship it establishes, the School will be the prevailing party under the Contract as a result of such voluntary dismissal.

13. **Signature.** This Contract is expected to be signed by all Parents financially responsible for Student's enrollment in the School. Each Parent assumes joint and several financial responsibility for Tuition, Registration Fee, Fees and other charges incurred by or relating to Student. By signing this Contract, Parents acknowledge that they intend to enter and are entering into this Contract with the School, and that they have read, understand and agree to the terms of the Contract.

Understood, agreed and accepted:

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Parent #1 Name	Parent #1 Signature	Parent #1 Social Security Number	Date
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Parent #2 Name	Parent #2 Signature	Parent #2 Social Security Number	Date
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Authorized School Representative Signature	Position Title	Date
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