

Enrollment Agreement

2010 - 2011 (Grades Preschool - 6)
Language Academy Inc.
P.O. Box 821384
Vancouver, WA 98682

Name of student: _____ Grade: _____

We, the student's parents/legal guardians ("Applicant"), by signing this Enrollment Agreement ("Enrollment Agreement") we agree to the following terms and conditions and request that Language Academy Inc. ("School") accept the Student for enrollment for the 2010-2011 academic year.

1. Regulations: Upon acceptance of the Student to the School, we and the Student will be bound by all policies, rules, and regulations that may be published and amended by the School from time to time and to the terms of this Enrollment Agreement.

_____ Parent's initials

2. Admission: Attending the School is a privilege and not a right, and the School retains the right, in its sole discretion, to determine whether or not to select a Student for admission, to re-enroll a Student, or to require a Student to withdraw from the School during the academic year. A Student may be withdrawn from the School due to violation of the School's regulations, violation of law, personal maladjustment, prolonged academic deficiency, lack of parental cooperation, or non-payment of any amount due to the School.

_____ Parent's initials

3. Fees & Charges: We will pay the School the following ("Fees"):

A. Application Processing Fee: \$35 per family, payable upon submission of this Enrollment Agreement.

B. Registration Fee: \$400 New In-Coming Students, (\$300 per Returning Students during early registration period), \$300 Part-Time, Students, (\$200 per Returning Students during early registration period), non-refundable fee, payable upon submission of original Registration Form or this Enrollment Agreement. This fee is applicable for all Students.

C. New Building Development Fee: \$250 non-refundable fee, payable upon registration for all new students.

D. Capstone Field Trip: \$25 non-refundable fee, payable upon registration for all students.

E. Fair Share Program Fee: Volunteer the equivalent fair share hours as described in the Student/Parent Handbook; or alternatively, pay a non-refundable fee of \$200 per family.

F. Default Fees:

1) Late Payment Fee of \$25, if we fail to make any payment under the terms of this Enrollment Agreement on or before the day the money is due;

2) Return Fee of \$35, if any check, draft, or ACH item is returned to the School for non-sufficient funds; and

3) All costs and fees incurred by the School as a result of our failure to pay any amount due under the terms of this Enrollment Agreement when due, including, but not limited to, collection costs, attorneys' fees, and reasonable court costs.

_____ Parent's initials

4. Tuition: We will pay the School required tuition ("Tuition"). Tuition will be paid in accordance with one of the following payment plans that we select

Tuition Payment Plan Options: La Escuela / Language Academy Inc. - Kindergarten - 5th Grade (\$9,500)

_____ Plan A _____ Plan B _____ Plan C

Preschool - Pre-K

_____ 5-day (\$7,500)

_____ Plan A

_____ **Full time (\$9,500)**

_____ 3-day (\$6,000) (\$8,500 full)

_____ Plan B

_____ **Part time (see days)**

_____ 2-day (\$4,500) (\$6,250 full)

_____ Plan C

_____ Parent's initials

5. Non-Refund ability: We agree that we must notify the School in writing if, at any time, we decide not to enroll the Student or desire to withdraw the Student from the School. If, at any time, after the date of this Enrollment Agreement, for any reason, the Student either voluntarily or is involuntarily withdrawn from the School, we agree that:

This is a contract for services and that the School makes financial decisions based on our enrollment. We are not entitled to any refund of any paid funds and are further obligated to pay any unpaid amounts as part of our Students enrollment. We acknowledge that there are only 2 exceptions to this obligation; the Student moves more than 45 miles from the School or the Student is unable to attend due to documented medical reasons.

_____ Parent's initials

7. Joint & Several Liabilities: If more than one parent or legal guardian signs this Enrollment Agreement, each is jointly and severally obligated to pay the full amount owed and to fulfill all obligations herein. The School may enforce its rights under this Enrollment Agreement against each Applicant individually or jointly, which means that each Applicant may be required to pay all of such amounts owed. The School may release or waive enforcement of this Enrollment Agreement against one Applicant and such a waiver or release will not extend or extinguish the liability of the other Applicant.

_____ Parent's initials

9. Waivers: We waive our rights to require the School to do the following: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) to obtain an official certification of non-payment (known as "protest"). No failure by the School to insist upon the strict performance of any provision contained in this Enrollment Agreement, or to exercise any right or remedy available upon a breach or any subsequent breach of such provision, shall act as a waiver of any rights or remedies under this Enrollment Agreement. No obligation, covenant, agreement, term, or condition of this Enrollment Agreement, and no breach of this Enrollment Agreement shall be waived, altered, or modified, except by written instrument. No waiver of any breach shall affect or alter this Enrollment Agreement, but each and every obligation, covenant, agreement, term, and condition of this Enrollment Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach of this Enrollment Agreement. We understand that the School may grant waivers or make policy exceptions from time to time to accommodate special circumstances. No waiver or other accommodation for any other person shall affect or alter this Enrollment Agreement or imply that a similar waiver or accommodation will be granted to any other person.

_____ Parent's initials

10. Release: To the fullest extent permitted by law, we, on behalf of ourselves and on behalf of the Student, hereby release and hold the School, its agents, and employees harmless from all claims, damages or other liabilities for injuries to the Student, his/her parents, or legal guardians, which are not the result of gross negligence by the School, its agents, or employees. The Student, his/her parents, or legal guardian also hereby agree to indemnify and hold the School harmless for any damages incurred by the School or any third party as a result of actions taken by the Student or his/her parents or legal guardian.

_____ Parent's initials

11. Entire Agreement: This Enrollment Agreement contains the entire agreement between the Applicant and the School concerning the subject matter hereof, and no oral or written statements not specifically incorporated herein by reference shall be of any force and effect. No modification or waiver of this Enrollment Agreement shall be binding on either party unless set forth in a document executed by these parties or a duly authorized agent. This Enrollment Agreement benefits the School, its successors and assigns, and binds the Applicant, his or her heirs, personal representatives, and assigns. If any provision of this Enrollment Agreement shall for any reason be held to be invalid or unenforceable, such determination shall not affect the enforceability of the remaining provisions of this Enrollment Agreement.

_____ Parent's initials

13. Governing Law: This Enrollment Agreement shall be governed in accordance with the laws of the State of Washington.

_____ Parent's initials

14. Effectiveness: This Enrollment Agreement shall become effective when executed, dated, and delivered by all parties hereto.

_____ Parent's initials

We affirm that we have read, understand and accept the terms and conditions of this Enrollment Request and Tuition Agreement and the terms and conditions of the Consumer Credit Sale Agreement, if applicable.

Signature of Applicant

Name (Printed)

Date

Signature of Applicant

Name (Printed)

Date

OFFICE USE ONLY

I have reviewed this contract with the above signed and have witnessed the above signature.

Signature of Language Academy Inc. Representative

Date

Language Academy Inc. admits students of any race, color, national and ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs and athletic and other school-administered programs.