



TUITION AND BOARD CONTRACT

1. PARTIES:

STUDENT: _____
 Address: _____ Phone: _____

**PARENT/
 GUARDIAN** _____ Phone: _____ (home)
 Address: _____ (work)
 _____ (mobile)
 _____ (other)

**THE ACADEMY AT SISTERS
 P.O BOX 5986
 BEND, OR 97708-5986**

2. FEES:

2.1 TUITION: Tuition must be prepaid monthly and is non-refundable. Parent/Guardian must provide 30 days advance written notice of termination of enrollment or withdrawal of Student. Prepaid tuition will not be prorated or refunded if Student voluntarily leaves, is expelled, or departs from **The Academy at Sisters** for any reason. Tuition is due the 1st of each month and is late on the 16th. Initial tuition is \$5,400 per month, exclusive of medical, dental, vision, clothing, shipping, academic tutoring, and equestrian participation. **The Academy at Sisters** may increase tuition upon 30 days advance written notice to Parent/Guardian.

2.1.1 DEPOSIT: To assure payment of tuition, costs, expenses, and damages, Parent/Guardian shall, prior to Student's admission, pay a deposit of \$6,000.00. If during Student's enrollment any charge is made against the deposit, Parent/Guardian agrees to reimburse the deposit in an amount sufficient to maintain a \$6,000.00 balance. The deposit shall not accrue interest. **The Academy at Sisters** may increase the deposit requirement upon 30 days advance written notice.

2.1.2 LATE FEES: A late penalty in the amount of 5% of the monthly tuition shall be assessed for payments not received by the 15th of the month.

2.1.3 DAMAGES: Charges against the deposit shall include, but are not limited to the following:

- a.) late fees. Imposition of late fees does not waive default for non-payment;
- b.) up to 30 days prorated tuition for failure to provide 30 days advance written notice of termination or withdrawal;
- c.) any damages related to student's attendance or enrollment.

2.2 FEES: The tuition and fees are as set forth in the attached fee schedule, receipt of which is acknowledged by Parent/Guardian. Fees may be increased at any time on 30 days notice by **The Academy at Sisters**.

2.3 RESPONSIBLE PARTY: The Parent/Guardian agrees to be the responsible party for payment of tuition, fees and deposit and personally guarantees payment of same.

2.4 REFUND ON DEPARTURE: Parent/Guardian understands and acknowledges that termination of enrollment at **The Academy at Sisters** without 30 days written advance notice results in lost revenues from an unplanned enrollment vacancy and costs associated with enrolling a new student. The parties acknowledge and agree that these circumstances warrant a charge for 30 days of tuition as reasonable compensation to **The Academy at Sisters** commencing on the date of actual withdrawal from residency if the student is discharged by parent without 30 days written advance notice.

If notice of withdrawal or termination is provided, and Student thereafter holds over past the noticed date of withdrawal of enrollment, additional charges against deposit shall be made based upon tuition prorated for each day of hold over.

2.5 LINEN FEES: An optional linen service fee is available for a one time fee of \$200.

2.6 STUDENT CONDUCT: Parent/Guardian acknowledges that **The Academy at Sisters** is not responsible for conduct of students who have, without authority, departed from the premises or supervision of **The Academy at Sisters**. In the event of an unauthorized departure, **The Academy at Sisters** is authorized to report the departure to Parent/Guardian and local law enforcement authorities and is further authorized to cooperate in reasonable efforts to locate Student. Parent/Guardian acknowledge that **The Academy at Sisters** is not responsible for injuries, damages or costs sustained or incurred as a result of or during the course of Student's unauthorized departure from the premises or supervision. Parent/Guardian releases **The Academy at Sisters**, its parent organization, all officers, agents, employees and independent contractors of **The Academy at Sisters** from any and all liability, including without limitation, costs of location, holding and transportation of Student, and any injuries or damages resulting from or occurring during the course of Student's unauthorized departure.

Parent/Guardian acknowledges that **The Academy at Sisters** is not responsible for injuries or damages resulting from student to student physical aggression, or self inflicted injuries. Parent/Guardian agree to defend, indemnify, and hold harmless **The Academy at Sisters**, its parent organization, all officers, agents, employees and independent contractors of **The Academy at Sisters** from any and all liability, relating to injuries or damages sustained in the course of or as a result of student to student physical aggression or self inflicted injuries.

Parent/Guardian release **The Academy at Sisters**, its parent organization, all officers, agents, employees and independent contractors of **The Academy at Sisters** from any and all liability, relating to injuries or damages sustained in the course of or as a result of student to student physical aggression or self inflicted injuries.

3. INSURANCE:

3.1 HEALTH INSURANCE: Parent/Guardian shall provide health insurance for Student for all times Student is enrolled in **The Academy at Sisters**. Parent/Guardian shall pay all uninsured health expenses for Student. Parent/Guardian shall indemnify and defend **The Academy at Sisters** for health expenses incurred for the benefit of Student for which **The Academy at Sisters** may become liable.

3.2 PROOF OF INSURANCE: Prior to enrollment, Parent/Guardian shall provide proof of health insurance for Student. Parent/Guardian must provide confirmation from Student's health insurance provider that Student's coverage includes care for health care expenses provided by Central Oregon health care providers or any other health care providers **The Academy at Sisters** reasonably believes may be consulted. Subsequent to enrollment, Parent/Guardian shall annually provide proof of health insurance for Student. In addition, upon request at any time, Parent/Guardian shall furnish **The Academy at Sisters** proof of health insurance for Student.

3.3 REMEDIES FOR FAILURE TO PROVIDE PROOF: Failure to maintain health insurance or provide proof of health insurance in an amount or form acceptable to **The Academy at Sisters** shall be cause for student's immediate termination from **The Academy at Sisters**.

3.4 WAIVER: Any waiver of insurance requirements shall be in writing and acknowledged by **The Academy at Sisters** and Parent/Guardian. If **The Academy at Sisters** and Parent/Guardian agree, Parent/Guardian may establish a non-insurance health fund for student by the deposit of not less than \$1000 with **The Academy at Sisters**. The deposit shall be in a non interest bearing account and be dedicated for the purpose of payment of health care costs incurred on behalf of Student. Parent/Guardian shall pay and hold harmless and indemnify **The Academy at Sisters** for all health expenses of student beyond the deposit requirement. Parent/Guardian will be refunded the balance remaining in the non-insurance health fund account within 60 days of departure from the program.

3.5 DENTAL/VISION: Parent/Guardian agrees to prepay dental or vision expenses not covered by health insurance. No dental or vision services shall be obtained by **The Academy at Sisters** without adequate proof of prepayment.

4. TERMINATION OF ENROLLMENT:

4.1 OBLIGATIONS ON TERMINATION OF ENROLLMENT: It is agreed that Parent/Guardian shall not be relieved of the financial obligations herein, and that no deduction or allowance from any payments shall be made by reason of the absence, withdrawal, suspension, expulsion, or dismissal of said pupil. Parent/Guardian understands and agrees that **The Academy at Sisters** reserves the right at all times, and for any cause it may consider sufficient, suspend, expel, or dismiss Student at **The Academy at Sisters'** sole discretion.

4.2 RECORDS: Parent/Guardian agree that therapeutic and academic records related to Student are the property of the **Academy at Sisters**. Parent/Guardian agree that **The Academy at Sisters** may, in its sole discretion, retain therapeutic and academic records of Students until all outstanding obligations to **The Academy at Sisters** have been satisfied.

4.3 ABANDONED PROPERTY: Student property left at **The Academy at Sisters** following departure shall be conclusively presumed abandoned 15 days after notice of intent to dispose of the property is delivered to Parent/Guardian and/or Student. Shipping costs of student property left at **The Academy at Sisters** shall be born by Parent/Guardian and/or Student. Unless Parent/Guardian and/or Student provides otherwise, all shipping will be COD.

5. CERTIFICATION:

5.1 ACKNOWLEDGEMENT OF REVIEW OF PROGRAM: Parent/Guardian certifies that we/I have read and understand **The Academy at Sisters** school regulations and program materials in their entirety, and agree that, so far as they may be applicable, and not at variance with any of the provisions herein, the representations of the program materials, and school regulations are to be considered as and are made a part of this agreement. Parent/Guardian acknowledges that Student may be placed at **The Academy at Sisters'** Read campus or **The Academy at Sisters'** Lodge campus. **The Academy at Sisters** may, in its sole discretion change Student's campus placement.

6. ATTORNEY FEES:

ATTORNEY FEES: In the event any party to this agreement engages an attorney to enforce this agreement or any of its terms, whether or not a suit or action is commenced, it is agreed that the prevailing party shall be entitled to recover reasonable attorney fees and costs (including without limitation, travel, expert and nonexpert witness fees, deposition costs, copying costs, long distance costs, and postage) incurred prior to commencement of suit, at trial, and on appeal and including attorney fees and costs of collection.

7. MISCELLANEOUS:

