

# Unity Christian School Tuition Contract

List each student and grade: \_\_\_\_\_

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We, the parents and/or legal guardians ("Applicant") of said student(s), by signing this Tuition Contract, request that Unity Christian School ("School") accept said student(s) for enrollment for the 2018-2019 academic year. In consideration for holding a place for said student(s), we agree to the following terms and conditions.

1. **REGULATIONS:** Upon acceptance to Unity Christian School, we the applicant and the student(s) will be bound by all policies, rules, and regulations as may be published and amended by the school from time to time and to the terms of this Tuition Contract.
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 A student may be voluntarily or involuntarily withdrawn from the school due to a violation of the school's policies, procedures and regulations, violation of law, personal maladjustment, prolonged academic deficiency, lack of parental or student cooperation, or non-payment of any amount due to the school. **Admission for returning students for the new school year is dependent on the balance being current. Students may not re-enroll until the account is current.**
3. **FEES AND CHARGES:** We, the undersigned, agree to pay the School the following according to the terms associated with this contractual agreement:

- a. Registration Fee: \$ \_\_\_\_\_ non-refundable deposit, payable upon submission of this Tuition Contract and Application to School.
- b. Tuition: We agree to pay the School \$ \_\_\_\_\_ for tuition. Tuition will be paid in accordance with **one** of the following three payment plans that we select (please check one of the following options).

\_\_\_\_\_ **Option 1:** Pay full tuition amount due by August 1, 2018 (5% discount applies).

\_\_\_\_\_ **Option 2:** Pay 50% of tuition amount due by August 1, 2018 and the remaining 50% tuition amount due by December 1, 2018 (2.5% discount will be applied at final payment on December 1, 2018).

\_\_\_\_\_ **Option 3:** FACTS – When completing FACTS agreement, choose from:

\_\_\_\_\_ **FACTS 10** month payment plan (monthly installments beginning August 2018 - May 2019)

\_\_\_\_\_ **FACTS 12** month plan with monthly installments beginning either

\_\_\_\_\_ June 2018 - May 2019 **or**

\_\_\_\_\_ July 2018 - June 2019

- c. Book Fee: \$ \_\_\_\_\_ Due and payable in full by August 1, 2018.

- d. Other fees: \$ \_\_\_\_\_

**NON-REFUNDABILITY:** After June 30, 2018, parents are responsible for tuition for the entire school year. If the school receives written notice of withdrawal by hand delivery or by certified or registered mail on or before June 30, 2018, parents will forfeit only the non-refundable registration fee. If a student withdraws after June 30, 2018, parents have an unconditional contractual obligation to pay the total annual charges for tuition.

4. **FUNDRAISING OBLIGATIONS:** As a private school, we strive to keep costs as low as possible. One way to do this is to offer fundraising opportunities throughout the year, such as our annual candy bar sale. *Each family is responsible to sell one box of candy bars.* We also ask parents to volunteer to assist with at least one of our annual fundraisers during the year.

**Applicant Initial Here:** \_\_\_\_\_

**DEFAULT:** Upon any breach of our obligations under this tuition contract, we agree that the School may accelerate the balance due under the terms of this Tuition Contract, enforce its rights, suspend the Student's enrollment, and withhold transcripts and/or grade reports from the Student(s), from us or any other third party.

1. **DEFAULT FEES:**
  - a. A Late payment fee of \$25/month is incurred, if we fail to make any payment under the terms of this Tuition Contract.
  - b. Return Fee of \$30 is incurred, if any check, draft, or Automated Clearing House item is returned to the School for non-sufficient funds.
  - c. All costs and fees incurred by the School as a result of our failure to pay any amount due under the terms of this Tuition Contract when due, including, but not limited to, collection costs, attorney's fees, and reasonable court costs.
2. Any family that has a past due balance of 30 days or more must establish and maintain financial payment arrangements approved by the Unity Christian School Board. Failure to establish or comply with financial arrangements will result in suspension of student(s) enrollment at Unity Christian School until past due payment is made in full and satisfactory arrangements for future payments have been made.
3. **JOINT & SEVERAL LIABILITY:** If more than one parent or legal guardian signs this Tuition Contract, 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 Tuition Contract 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 Tuition Contract against one Applicant and such a waiver or release will not extend or extinguish the liability of the other Applicant.
4. **ASSIGNABILITY:** We may not assign obligations under the terms of this Tuition Contract to any other party without the written consent of the School. Any such assignment shall be null and void. The School may assign its right to collect payments or enforce its other obligations to any third party without the consent of the Applicant.
5. **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 Tuition Contract, 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 Tuition Contract. No obligation, covenant, agreement, term, or condition of this Tuition Contract, and no breach of this Tuition Contract shall be waived, altered, or modified, except by written instrument. No waiver of any breach shall affect or alter this Tuition Contract, but each and every obligation, covenant, agreement, term, and condition of this Tuition Contract shall continue in full force and effect with respect to any other then-existing or subsequent breach of this Tuition Contract. 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 Tuition Contract or imply that a similar waiver or accommodation will be granted to any other person.

**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 guardians.

**ENTIRE AGREEMENT:** This Tuition Contract 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 Tuition Contract shall be binding on either party unless set forth in a document executed by these parties or a duly authorized agent. This Tuition Contract benefits the School, its successors and assigns, and binds the Applicant, his or her heirs, personal representatives, and assigns. If any provision of this Tuition Contract shall for any reason be held to be invalid or unenforceable, such determination shall not affect the enforceability of the remaining provisions of this Tuition Contract.

**GIVING OF NOTICES:** Any notice that must be given to the Applicant under this Tuition Contract will be given by hand delivery or by certified or registered mail addressed to the Applicant at the address contained in the School's records. Any notice that must be given to the School under this Tuition Contract will be given by hand delivery or by certified or registered mail to the School's principal place of business.

**Applicant Initial Here:** \_\_\_\_\_

**GOVERNNING LAW:** This Tuition Contract shall be governed in accordance with the laws of the State of Illinois.

**EFFECTIVENESS:** This Tuition Contract shall become effective when executed, dated, and delivered by all parties hereto. WE UNDERSTAND OUR OBLIGATION TO PAY ALL FEES AS SET FORTH HEREIN AND THAT NO PORTION OF SUCH FEES SO PAID OR OUTSTANDING WILL BE REFUNDED OR CANCELLED FOR THE STUDENT NAMED ON THIS TUITION CONTRACT.

*We affirm that we have read, understand and accept the terms and conditions of this Tuition Contract.*

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant's Name Printed:** \_\_\_\_\_

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant's Name Printed:** \_\_\_\_\_

**FOR OFFICE USE ONLY**

TUITION CONTRACT ACCEPTED BY Unity Christian School:

Signature/Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_