

This Enrollment Agreement is by and between Hot Spots Extended Care Program, Inc. (hereinafter known as "HSECP") and:

Parent/Guardian Name (first, middle initial, last) _____

Enrollment Date _____

Child's Name (first, middle initial, last) _____

Child's First Day _____

Classroom Assignment _____

Student Information/Permissions:

Height: _____ DOB: _____

Weight: _____ Eye Color: _____

Hair Color: _____ Grade: _____

 Check here for drop in ONLY.

| Days of Attendance | | | | | |
|--------------------|---|---|---|----|---|
| | M | T | W | Th | F |
| AM | | | | | |
| PM | | | | | |

- | | | | |
|---|------------------------|-----------------------|------------------------|
| | Initial Yes | Initial No | Initial N/A |
| 1. I give HSECP permission to transport my child in its van or any other mode of transportation operated by HSECP or parties approved by HSECP in the event of an emergency. | _____ | _____ | _____ |
| 2. I give HSECP permission to photograph or videotape my child with the intent to use these materials for promotional, advertisement or educational purposes without compensation to me or my child. | _____ | _____ | _____ |
| 3. I give HSECP permission to take my child outside daily as part of the scheduled curriculum. | _____ | _____ | _____ |
| 4. I give HSECP permission to put sunscreen on my child, which I have provided. | _____ | _____ | _____ |
| 5. Does your child have special needs/IEP/504? | _____ | _____ | _____ |
| 6. If your child is supported by an IEP/504, will you provide HSECP with a copy in order for us to provide consistent services? | _____ | _____ | _____ |
| 7. Maryland residents: I acknowledge that I have access to the consumer education brochure as entitled "A Parent's Guide to Regulated Child Care" as issued by the Maryland State Department of Education and available through their public website at http://earlychildhood.marylandpublicschools.org/families | _____ | _____ | _____ |

Notwithstanding the foregoing permissions, I acknowledge that **HSECP** is under no obligation to provide the above-stated services to my child.

I understand my child may not return to **HSECP** without a doctor's note (indicating that the following symptoms, as applicable, have been resolved) if exhibiting any of the following symptoms:

- Temperature of 101 degrees or higher
- Skin rash
- Diarrhea and/or vomiting one or more times in the same day
- Evidence of lice infestation
- Any contagious disease or condition

Initial

Financial Terms and Conditions

- a) I agree to pay a nonrefundable registration fee of \$_____ per child at time of enrollment.
- b) This monthly tuition rate is subject to change and will be adjusted due to tuition increases upon thirty (30) days prior written notice or immediately upon program changes (refer to the current rate sheet for explicit pricing details).
- c) I agree to pay a security deposit of \$_____.
- d) Under our Family Discount Program, a discount of 10% will be received on the lowest tuitions when enrolling two or more full-time siblings.

(See reverse side for additional Terms and Conditions.)

This Agreement will be governed by Maryland law and shall be applicable to and inure to the benefit of **HSECP**, its affiliates and successors.

I have read, understand and agree to the above contract which represents part of my obligation to **HSECP**. This Agreement is subject to change by **HSECP** upon thirty (30) days notice.

I have read, understand, and agree to abide by the information and policies outlined by the **HSECP** Parent Handbook.

Parent/Guardian Signature _____ Date _____

Home address _____ City _____ State _____ Zip _____

Cell phone no. _____ Email address _____

HSECP Director Signature _____ Date _____

Terms and Conditions (continued)

- e) I agree to pay for any incidental fees related to my child's enrollment at **HSECP** or receipt of services; for example, I agree to pay all fees related to field trips and activities. I agree to pay such incidental fees in advance when possible but no later than on the day of the field trip or activity.
- f) I agree to pay tuition on the first weekday of each month in which care is provided for my child. There is no tuition deduction or proration for illness, holidays, an annual Celebree School staff development day, or when **HSECP** is closed due to weather-related emergencies, acts of God or other circumstances beyond **HSECP's** control, including but not limited to power, gas or water outages, and states of emergency. Children attending part-time may not alternate their days. Additional charges will be assessed, as determined solely by **HSECP**, if a child wishes to attend any day other than their assigned days. Additional fees as determined solely by **HSECP** may be assessed for county school closings if care is provided.
- g) I understand the tuition payment options available are: (1) Tuition will be electronically processed through an auto withdrawal either to my preferred credit card or banking account or (2) Tuition will be electronically processed by self through an online payment withdrawal either to my preferred credit card or banking account. Cash payments will not be accepted. All funds will be transferred the first day of each month during the school year.
- h) Payment transactions by credit card will be assessed a surcharge that is not greater than **HSECP's** cost of acceptance. We reserve the right to process any electronic payment as a credit transaction.
- i) If tuition is not paid by close of business on the third weekday of the month, I agree to pay a late charge of \$35.00. If tuition and related late fees are not paid by the second Friday of the month in which care is provided, suspension of care may result without further notice.
- j) Should payment be returned for insufficient funds, a fee of \$35.00 will be assessed to my account. If more than two payments are returned within one year due to insufficient funds, payment must be made by certified check or money order or suspension of care may result.
- k) A late fee of \$1.00 per minute per child will be charged if my child is in care past the normal operating hours (posted from time to time). This fee will be paid to **HSECP** at the time I pick my child up after normal operating hours. If my child is in care more than 15 minutes after closing, every attempt will be made to locate the emergency contacts. If a contact cannot be located within two hours, Child Protective Services may be contacted.
- l) In the event I withdraw my child from **HSECP**, I agree to provide thirty (30) days advance written notice to the Director. All disenrollments will be effective on a Friday. I understand that my security deposit will be applied toward any tuition due, and I agree to pay any outstanding balance before the last day of care is provided to my child.
- m) I agree that if my account balance remains unpaid for thirty (30) days, I will be assessed a finance charge of 1½% per month on the amount outstanding. If any payment or other charge is not made when due, in addition to other remedies available to **HSECP**, **HSECP** reserves the right to take legal action to collect all charges due, and may also recover legal fees, court costs and related collection expenses incurred by **HSECP**.
- n) For an additional fee, parents may opt to enroll children for drop-in care at a local participating Celebree School for times when care is not available at the **HSECP** site. Care will be available on a first-come first-serve basis and transportation between the **HSECP** location and the local Celebree School location is not provided. Parents wishing to take advantage of this program must complete enrollment at the Celebree School location. Fees will be equivalent to the local Celebree School's half day drop-in rate.
- o) **HSECP** reserves the right to immediately disenroll a child at its sole discretion for: (1) inappropriate conduct (as determined by **HSECP**) by the child or parent; (2) when tuition is in arrears, or (3) if the parent does not provide, upon request, a current written pediatrician's certification that a child is healthy and able to participate in **HSECP's** programs without exposing other children to health risks thereby.
- p) If a Celebree School employee is subpoenaed to testify in connection with or required to participate or cooperate in any litigation, claim or case in which **HSECP** is not a defendant or a plaintiff, I am involved in, I will reimburse **HSECP** for any costs incurred by **HSECP** resulting therefrom, including costs related to the employee's time and expenses, legal fees and/or court costs.
- q) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The petitioner shall be required to pay all of the filing fees to initiate any arbitration. The award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. The seat or place of arbitration shall be Baltimore, Maryland. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator shall only require the parties to disclose documents that they intend to rely on in presentation of their case at the hearing. The arbitrator is hereby authorized to award to the prevailing party the costs (including reasonable attorneys' fees and expenses) of any such arbitration.
- r) I, for myself and my successors and assigns, hereby release **HSECP** and each of its successors, affiliates, employees, and representatives from all claims, suits, losses, liabilities and judgments, of whatever kind, arising from or related to or in connection with my child's enrollment with **HSECP** including, without limitation, any loss or injury sustained by my child or myself as a result of my child's participation in activities sponsored or conducted by **HSECP** and/or Celebree School employees.

I have read, understand and agree to the above contract which represents part of my obligation to **HSECP**. This Agreement is subject to change by **HSECP** upon thirty days notice.

Parent/Guardian Signature _____ Date _____