



Student's Name(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parents' Names \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

This Contract is between XyayX the Movement Inc. or The XyayX Institute, Inc. (hereinafter the "Institute") and \_\_\_\_\_ the parent(s) or legal guardian(s) (referred to as "Parent," which term includes the singular or plural, as applicable) of \_\_\_\_\_ (hereinafter "Student or Students"). All persons signing this Contract are jointly and severally liable for the tuition and fees set forth herein. Parent's signature and/or initials on this Contract serves as evidence of Parent's understanding and agreement to the terms of this Contract, as follows:

**1. Enrollment:** \_\_\_\_\_ **(Initial)** Parents understand that if their child is accepted, they will be enrolled for all or a portion of the 2022 - 2023 academic year. If indicated below \*This Contract covers only a portion of the year with the dates so stated and the tuition shown on the Tuition Schedule will be prorated for that period. The Contract is valid only for the academic year stated and does not entitle Students to any future enrollment.

**2. Unconditional Tuition Obligation.** Parents understand that the enrollment obligation for the full academic year is unconditional and that no portion of the year's tuition or fees so paid or outstanding will be refunded or canceled in the event of absence, withdrawal, or dismissal of this student from the institute. Parent agrees to assume unconditional responsibility for the full annual tuition and fees and the costs of collection thereof, including reasonable attorney fees unless this contract is timely canceled as set forth in Paragraph Four

**3. First Tuition Payment:** \_\_\_\_\_ **(Initial)** Parents understand that for the Institute to consider Student's application and to conditionally reserve a place for the Student for the academic year stated above, Parents must submit the first tuition payment, made payable to \$XyayXtheMovement via cash app or [XyayXthemovementcorp@gmail.com](mailto:XyayXthemovementcorp@gmail.com) via zelle by August



1st 2022. Parents understand that the first Tuition payment is earned by the Institute upon Parent's submission of the Contract and fees to the Institute and the Institute's consideration of the Student's application. The first Tuition payment will be applied to tuition for the academic year covered by this Contract. The first Tuition payment is non-refundable regardless of the student's enrollment date.

**4. Tuition:** \_\_\_\_\_ **(Initial)**. The suggested fee for in-person and online students is \$500 per month (\$5,000 annually). Parents have to select the following payment for tuition: PayPal, CashApp, Cash, or Zelle. In addition to tuition fee's parents must pay a registration fee of \$100 for each student in-person and online.

\_\_\_ **Option A** (One Payment) August 1st before August 15th

\_\_\_ **Option B** (Two-Payment Plan) August 16th and February 1st

\_\_\_ **Option C** (Ten-Payment Plan) Every 15th day of the month (starting August 15th)

\_\_\_ **Option D** (Set Your Own Price (SYOP) (Anything less than \$100/child has to be discussed and approved by enrollment staff). Every 15 of the month (starting August 15th)

If parents select Option D, please indicate your monthly contribution for Student's tuition \$ \_\_\_\_\_. Line A. If you select option D you acknowledge that you are receiving a grant of (suggested amount \$500 - Line A=) \_\_\_\_\_ per month, which totals (Line A X 10 months) \_\_\_\_\_ per year. All tuition payments less than the suggested amount will be required fundraising the difference. Although this is given to you as a discount we strongly hope that if your financial situation changes, that you will advise us of any changes in your financial budget \_\_\_\_\_.

**5. Tuition Obligation:** \_\_\_\_\_ **(Initial)** Parents understand that their Student is being enrolled for the entire academic year or period covered by this Contract. Parents further understand that the overhead expenses of the Institute do not diminish with the departure of some students during the course of the academic year and agree that it is impossible for the Institute to determine at the time of Parent's execution of this Enrollment Contract the damage and loss to the Institute that would occur due to the later cancellation/withdrawal of some of the students who have enrolled. Therefore, once this Contract has been submitted to the Institute with the first Tuition payment set forth in Paragraph 3, Parents become liable for the entire year's tuition and fees as liquidated damages (and not a penalty) even if the Student is withdrawn, absent, or is involuntarily separated from Institute UNLESS the Institute terminates this Contract. If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, after the termination dates set forth in Paragraph 10, there will be no refund or reduction of fees or tuition, and any unpaid balance may, at the Institute's election, become immediately due and payable.

**6. Tuition Refund:** This refund policy applies to all students regardless of the reason for withdrawal (personal, medical, academic, official withdrawal). Students who, for disciplinary reasons, are dismissed (suspended or expelled) from the Institute are not entitled to a refund at any time. The Parents acknowledge that, in order to meet operating expenses and maintain our facilities, the institute must be assured, in advance, of its required annual income from tuition, and that the Institute's overhead expenses and other financial obligations are not reduced if students leave during the academic year. Therefore, Parents who selected option C or D are not eligible for tuition refunds.

Parents who chose options A or B and whose children are administratively withdrawn/canceled from the institute will receive a refund as follows.

**Option A Refunds**

For parents who selected option A and are eligible for tuition refunds.

Before Student begins Classes	100%
Withdraw 1st month - 2nd month	75%
Withdraw 3rd month - 4th month	50%
Withdraw 5th month - 6th month	25%
Withdraw After 6th month	0%

**Option B Refund**

For parents who selected option B and are eligible for tuition refunds.

Before Student begins Classes	100%
Withdraw within the 1st month	75%
Withdraw within the 2nd month	50%
Withdraw within the 3rd month	25%
Withdraw After the 3rd month	0%

This refund does not include any applicable non-refundable Application and Payment Processing fees, Technology fee, or Incidental fees. Refunds will be issued within thirty (30) calendar days.

**7. Incidentals:** Parents agree to pay the Institute for incidental fees, such as field trips, additional technology, etc. charged to the Parent's account within thirty days of receipt of each statement.

**8. Payment and Late Fees:** \_\_\_\_\_ **(Initial)** Parents understand and agree that a Late Charge of \$25.00 will be added for any delinquent payment (which is defined as a payment not received within 5 days after the due date). In the event of default (default being 30 days past due), Parents also agree to pay all costs of collection, including collection agency fees, attorneys' fees, court costs, and interest of 1.5% per month. Further, as to any account more than 90 days in

arrears, the Institute reserves the right to accelerate the total unpaid balance of tuition and fees due under this Enrollment Contract. When accounts are in arrears, the account may be referred to the Institute's collection agent and/or counsel for satisfaction.

**9. Default of Payment:** All accounts must be current before records and transcripts can be released or transferred to another Institute. It will be at the institute's discretion to allow the Student to continue to attend classes or participate in other Institute activities if tuition and fees are not paid by stated deadlines (or until Parents make other written arrangements acceptable to the Institute).

**10. Termination Procedures:** \_\_\_\_\_ **(Initial)**. Parents may terminate this Contract by submitting a WRITTEN Termination Notice to the Enrollment Specialist at any time. The Termination Notice must (a) be dated, (b) state the Student's name, and (c) provide a reason for the termination of the Contract. If such Termination Notice is received in a timely manner, Parents will be relieved of all payments and fees that would have come due after the receipt of the Termination Notice. Even if this Contract is terminated pursuant to the terms of this Paragraph, Parents understand that the Institute will not refund any portion of the Student's Tuition payment prior to the termination date.

**10. Institute Rules:** A student's enrollment at the Institute is subject to the general statements, rules, regulations, conditions, and financial terms contained in the Institute's Parent and Student Handbook and other published documents, which may be amended from time to time. Parents acknowledge that Parents and Students must abide by such Institute rules and guidelines.

**11. Support:** A student's enrollment at the Institute is subject to Parents support of the standards of the Institute in its philosophy, methods, objectives, and policies, including moral, academic, behavioral, dress, conduct, and disciplinary standards; to assume the responsibility for parental monitoring of Student's education, being an encourager, and keeping in regular contact with Student's teachers; and to attend mandatory meetings called by the Institute. Parents also agree to support, to the best of their ability, the Institute's entire program through time, attendance at parent meetings, and participation in various Institute activities.

**12. Termination of Student's Attendance:** The Institute has the right to suspend or terminate the attendance of any student for reasons set forth in the Parent and Student Handbook (or other published documents), for reasons that the Institute Administration considers detrimental to the Institutes community, student, or to other students of the Institute, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Student's attendance (including any amounts charged on Student's account with the Institute).

**13. Photos and Images:** \_\_\_\_\_ **(Initial)** The Parents agree to allow the Student's name, photograph, voice, image, and information to be used by the Institute for use in the Institute's publications, promotion materials, social networks, and website, without compensation and without prior notice. Parents also allow Students to be interviewed by the media on campus or at Institute-related events. Parents release and hold the Institute harmless from any liability stemming from the use of the Student's name, photograph, voice, image, or information.

**14. Institute Directory:** Parents authorize the Institute to place family information, including name(s), home address(es), email address(es), and telephone numbers of Parents, Students, and other children in attendance at the Institute, in a directory of students to be available to Institute families. Parents acknowledge that this directory and the information therein is not to be used for commercial use and is not to be distributed to any person other than another Institute family.

**15. Institute/Family Cooperation:** A positive and constructive relationship between the Institute and Family Members (defined as Parents, Students, or other people associated with Students) is essential to the Institute's educational purpose and responsibilities to its students. If any Family Member engages in behavior, communications, or interactions on or off campus, that is disruptive, intimidating, overly aggressive, or reflects a loss of confidence in the agreement with the Institute's policies, methods of instruction or discipline, or otherwise interferes with the Institute's safety procedures, responsibilities, or accomplishment of its educational purpose or program, the Institute reserves the right to dismiss the Family or Family Member from the community. The Institute may also place restrictions on a Family Member's involvement or activity at the Institute for other reasons that the Institute deems inappropriate. Any determination under this Paragraph shall be at the Institute's sole discretion. There will be no refund of tuition where such dismissal occurs and any unpaid balance is payable in full according to the terms of this Contract. The Institute also reserves the right to withdraw an offer of enrollment or re-enrollment at any time and to void an executed Enrollment Contract.

**16. Medical Indemnification:** The Parents agree to provide health and accidental insurance for the Student and to indemnify the institute and its personnel against any liability for any student accidents or health problems.

**17. Medical Authorization:** \_\_\_\_\_**(Initial)** If, in the opinion of a properly licensed and practicing physician, a Student needs medical or surgical services which require Parent's pre-authorization or consent, Parents hereby authorize, appoint, and empower the Institute to act as a guardian and furnish such consent on Parent's behalf. Parents confirm that it is the Parent's desire that their child/Student be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Parents hereby release and hold the Institute harmless from any liability which might arise from the giving of such consent. Parents agree to reimburse the Institute for any medical expenditures made on Student's behalf.

**18. Consent to Onsite Medical Care and Referrals Counseling:** \_\_\_\_\_**(Initial)** The Parents hereby authorize the Institute to supply medical care as needed for Student (including administration of allergy medications, Epi-Pens, etc. according to the Student's prescription from a licensed practitioner) or other minor medical care or emergency as determined to be appropriate by the Institute Staff. The Parent also authorizes the Institute's student counselors to meet and counsel with the Student regarding emotional, social, or family circumstances. Parent hereby releases and holds the Institute harmless from any liability which might arise from the provision of such medical care or counseling services.

**19. New Student Transcripts:** If a Student is transferring from another Institute, it is the Parent's responsibility to ensure that the transferring Institute promptly provides the Institute with an official transcript.

**20. Student's Satisfactory Completion of Current School Year:** This Contract is further conditioned upon the Student successfully completing the current Institute year in good standing, both academically and behaviorally. If, after completion of the current Institute year, the Institute determines in its sole discretion that the Student has not met this requirement, the Institute has the right to unilaterally cancel this Contract. Any applicable refund will be issued according to the Tuition Refund Plan.

**21. Release of Student Records:** \_\_\_\_\_**(Initial)** Parents consent and hold the Institute harmless for the release of Student's records and information upon request by an educational institution or law enforcement agency. Parents also release and hold the Institute harmless from any liability stemming from the use, disclosure, or release of a Student's record or information.

**22. Promotional Materials/Statements:** The Institute continually strives to ensure the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials (including class sizes, student-to-teacher ratios, Institute accreditation, teacher qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. Prior to relying on any written materials in making your decision to enroll Students in the Institute, please verify the accuracy of information with the Admissions Office. Please also understand that even if the information was accurate at the time that you enrolled the Student, the information may change prior to commencement of classes or during attendance at the Institute. Please also note that only the Head of the Institute (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangements for Student, or other changes from the Institute's regular curriculum.

**23. Force Majeure:** The Institute's duties and obligations under this Contract shall be suspended immediately without notice during all periods that the Institute is closed because of force majeure events including, but not limited to, any fire, act of nature, hurricane, war, governmental action, act of terrorism, epidemic, pandemic, or any other event beyond the Institute's control. If such an event occurs, the Institute's duties and obligations in this Contract will be postponed until such time as the Institute, in its sole discretion, may safely reopen. In the event that the Institute cannot reopen due to an event under this clause, the Institute is under no obligation to refund any portion of the tuition paid.

**24. Reimbursement for Domestic Legal Issues:** Parents understand and agree that the Institute's primary purpose is to provide educational opportunities to the students within its institution. Parents also understand that it is disruptive to the Institute for a Parent to involve the Institute (or any of its employees) in domestic legal disputes between the Parents and that the Institute often must pay for legal fees and costs associated with such issues. Therefore, the Parents agree to promptly reimburse the Institute for all expenditures incurred by the Institute as a result of parent's domestic legal disputes, including, but not limited to: Parental disagreements about Student's education or placement; divorce proceedings; custody proceedings; and/or modifications of custody proceedings. Costs incurred may involve reasonable attorneys' fees/costs to prepare for and/or attend depositions, trials, or hearings; communication with Parent or Parent's counsel, guardians ad litem or attorneys ad litem; respond to subpoenas; draft letters or motions; and perform research. Costs include the cost of copying documents, providing records, engaging substitute teachers or temporary employees, computerized research, and travel expenses. Parents agree to reimburse the Institute for such fees/costs within thirty (30) days of Institute billing Parents for such expenses. Any dispute between the Parents regarding which Parent may owe which portion of the bill should be resolved between the Parents so that the bills

for reimbursement to the Institute can be paid on a timely basis. Parent's failure to pay such fees/costs promptly will result in dismissal of the family from the Institute.

**25. Parent's Commitment to Truthfulness:** \_\_\_\_\_ **(Initial)** The Institute is relying on the completeness and truthfulness of the information provided by the Parent in the admissions and enrollment process. If the Institute finds out after the Student has been admitted and enrolled that the Parent was not truthful in the admissions and enrollment process on any issue that the Institute, in its sole discretion, finds to be important, the Institute has the absolute right to terminate this Contract. There will be no refund of tuition where such termination occurs and any unpaid balance is payable in full according to the terms of this Contract.

**26. Authority:** Each party represents and warrants to the other (1) that it has full power to enter into and perform its obligations under this Contract; and (2) that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. Parents in two-parent households agree that each is acting as an agent for the other. Modification of this agency relationship shall be in writing and delivered to the Institute. No oral modifications will be recognized or accepted.

**27. Governing Law/Waiver of Jury Trial:** This Contract and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. The parties agree to waive the right to jury trial over any claims pertaining to Student's enrollment, attendance, or separation from the Institute including, but not limited to, claims of breach of contract, under statute, ordinance, or common law. The exclusive venue for any claim shall be the Kings County or any New York state court, as appropriate.

**28. Understanding of Terms:** \_\_\_\_\_ **(Initial)** Please read this Contract carefully. By signing below, Parent acknowledges that Parent understands the terms of this Contract, Parent's obligation to pay the full year's tuition even if the Student is withdrawn or dismissed, the Parent's option to terminate, and all other obligations set forth herein. If Parent has questions about the terms, Parent is encouraged to seek the advice of counsel or to seek clarification from the Business Manager.

**29. Entire Agreement:** This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous oral understandings between the parties. There have been no representations or warranties made by any party other than the representations and warranties contained herein. The person signing below, is agreeing to be responsible for all financial obligations set forth above:



Student's Name

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(Please print)

Parent or Guardian's Name

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(Please print)

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Signature

Date