



TUITION COMMITMENT AGREEMENT

School Year: _____
Parent/Guardian: _____
Parent/Guardian: _____
Child(ren): _____

Date: _____

I/We, _____, parent(s)/guardian(s) of _____, hereby enter into this Tuition Commitment Agreement (“Agreement”) with Discovery Day Academy (“DDA”) (collectively the “Parties”) on the date of the last party to sign below (the “Effective Date”) and I/We hereby agree to the terms and conditions contained herein as follows:

1. Enrollment and Fees: My/Our child will be enrolled in the _____ program(s), with a tuition rate of \$ _____ annually, a meal fee of \$ _____ annually, and an enrichment fee (primary afterschool program only) of \$ _____ annually.

2. Tuition Commitment: Families are obligated to pay the entire year’s tuition, meal fee and afterschool enrichment fee (if any) regardless of attendance. As a private educational institution, DDA must make budgetary commitments for a year at a time and from year-to-year, and acceptance of a place by one student will prevent DDA from enrolling another. Therefore, DDA has a **zero withdraw policy, with the SOLE AND ONLY exception being withdrawal due to a medically-documented and serious illness or a medically-documented disability of the student.** For purposes of this Agreement, an illness or disability which qualifies as a “serious” illness or disability as an exception to DDA’s zero withdraw policy is a medically-documented illness or disability which causes a student to be absent for 20% or more of the 180-day school year (hereinafter referred to as “Illness/Disability”).

I/We understand and agree that my/our child is being enrolled for the entire 2020-2021 school year.

I/We also agree that it is impossible for DDA to determine at the time of execution of this Agreement the damage and loss that DDA would incur from the late cancellation or expulsion/withdrawal of one or more of the students enrolled under this Agreement. Therefore, **I/We agree that once this Tuition Commitment Agreement has been signed, I/we become liable for the entire year’s tuition fee, meal fee and any afterschool enrichment fee, together as liquidated damages unless I/we cancel this Agreement by providing WRITTEN NOTICE OF CANCELLATION to DDA, received by DDA on or before March 31st, 2020.**

I/We understand and agree that time is of the essence as to all deadlines stated in this Agreement and after the above cancellation date, there will be no refund, reduction, or transfer of tuition or any fee.

I/We understand that my/our child(ren)’s voluntary absence from DDA for any reason, including, but not limited to, expulsion or withdrawal, will not affect my/our financial responsibility under this Agreement. In the event of such expulsion or withdrawal (other than for Illness/Disability), the entire remaining balance due under this Agreement remains due and payable and shall, at the sole discretion of DDA, become immediately due and payable.

I/We have read and fully understand and abide by the Tuition Commitment and strict cancellation and withdrawal policies set forth above.

3. Payments: Parent(s)/Guardian(s) may elect to make tuition and fee payments monthly. If monthly payments are elected, payments are due on the 1st day of each month for 10 months, beginning June 1st, 2020. A late fee of 10 % will be assessed for any payments made after the 5th day of each month.

Parent/Guardian Initials: _____
Parent/Guardian Initials: _____

I/We understand that the offer by DDA, along with my/our election to make tuition payments on a monthly basis, has no effect on my/our obligation for payment of the entire year's tuition in accordance with the tuition commitment and strict cancellation and withdrawal procedures as set out above.

4. Right to Retention of Records: Pursuant to Florida Statute, §1002.42(3), DDA reserves the right to withhold, and not release, any and all records, including transcripts, of any students enrolled under this Agreement until the account is paid in full for all students enrolled under this Agreement

5. Miscellaneous:

(a) Governing Law: This Agreement will be governed by, and construed under, the Laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law. The Parties agree that the exclusive jurisdiction and venue of any lawsuit between them arising under this Agreement or the transactions contemplated herein shall be the state courts sitting in Lee County and each of the Parties hereby irrevocably agrees and submits itself to the exclusive jurisdiction and venue of such courts for the purposes of such lawsuit.

(b) Attorneys' Fees: In the event it should become necessary for DDA to retain the services of an attorney to enforce any provision of this Agreement, DDA shall be entitled to recover all of its reasonable attorney and paralegal fees, including any attorney and paralegal fees and costs incurred as a result of any appellate proceeding.

(c) Successors and assigns: This agreement shall inure to the benefit of and be binding on the parties named herein and their respective successors and assigns.

(d) Entire Agreement: The parties acknowledge and declare that this Agreement (together with all the Exhibits hereto) contains the entire agreement between the parties, supersedes all prior negotiations between the parties and that there are no agreements, promises, terms, conditions or understandings and no representations or inducements leading to the execution hereof, express or implied, other than those herein set forth in this Agreement and that no oral agreement or prior written matter extrinsic to the Agreement shall have any force or effect. Any changes or alterations to this Agreement shall be valid and effective only if agreed upon in writing between the parties.

(e) Informed Consent. THE PARTIES DECLARE THAT THE EXECUTION OF THIS AGREEMENT IS MADE BY THEM WITH THEIR FULL INFORMED KNOWLEDGE, UNDERSTANDING AND CONSENT. THEY EACH ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY IF THEY CHOOSE TO DO SO AND THAT THEY ARE NOT RELYING ON ANY STATEMENT, PROMISE OR REPRESENTATION MADE BY ANY OTHER PARTY OR ITS COUNSEL THAT IS NOT EXPRESSLY SET FORTH HEREIN.

(f) Severability: In the event that a provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

(g) Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument

I hereby certify that I have read, understand, and agree to be bound by this Tuition Commitment Agreement.

*Both parents/guardians must sign (unless DDA, in its discretion permits enrollment with one parent/guardian signature).

Parent/Guardian Initials: _____

Parent/Guardian Initials: _____

Signature of Father (or legal guardian)

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who executed the foregoing and who is personally known to me or who produced _____ as identification.

Notary Public, State of _____

My Commission Expires: _____

Printed Name of Notary Public

Signature of Mother (or legal guardian)

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who executed the foregoing and who is personally known to me or who produced _____ as identification.

Notary Public, State of _____

My Commission Expires: _____

Printed Name of Notary Public

DDA Administrator's Signature

Date

Parent/Guardian Initials: _____

Parent/Guardian Initials: _____