

ENROLLMENT CONTRACT

To be completed by parent or guardian financially responsible for the following students.
I hereby reserve a place in St. Martin's Episcopal School for the school year 2009-2010:



STUDENT'S LAST NAME / FIRST NAME	M/F	TUITION REFUND PLAN (4% OF TUITION) ALL MUST RESPOND	SOCIAL SECURITY NUMBER	GRADE 2009 - 2010
(1) _____		<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	_____
(2) _____		<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	_____
(3) _____		<input type="checkbox"/> YES <input type="checkbox"/> NO	_____	_____

As a parent of a returning student(s), I understand that a place will be reserved for the student only if a signed Enrollment Contract and the nonrefundable enrollment deposit are submitted by Jan. 30, 2009, and accepted by the school. Contracts received after that date will be subject to space availability. Parents of new students are to return the signed contract and deposit by the date stated in the acceptance letter.

TUITION REFUND PLAN: I have read the explanation of the Tuition Refund Plan in the POLICIES ON TERMS AND CONDITIONS OF ENROLLMENT FOR THE 2009-10 ACADEMIC YEAR and I understand that in the event that I desire to enroll in said plan I must designate "yes" beside the individual child's name above. In the event that I do not desire to enroll in said plan, I must designate "no" beside the individual child's name above. For the plan to be effective, this charge must be paid during the first 10 days of school. In consideration of this reservation agreement by St. Martin's Episcopal School, the undersigned agrees to pay all required tuition and charges and abide by all stipulations and payment terms set forth in the document titled POLICIES ON TERMS AND CONDITIONS OF ENROLLMENT FOR THE 2009-10 ACADEMIC YEAR. I understand that this contract is contingent upon the student's successful completion of the current academic year and full payment of all charges for the current and/or prior academic year(s). I understand that my obligation to pay the tuition and charges for the full academic year is unconditional and no portion of such tuition and charges paid or outstanding will be refunded or canceled despite the subsequent absence, withdrawal or dismissal from the school of the above student(s).

Should enrollment be withdrawn prior to June 1, 2009, the deposit will be retained by the school, but there is no obligation to pay other sums. If enrollment is canceled or the student fails to attend school even as a result of dismissal by the school after June 1, 2009, I am obligated to pay the full annual tuition. Unless and until I deliver to the school written notice to the contrary, I hereby authorize the above named student(s) to participate in all school activities, including athletics and school-sponsored or sanctioned trips, and I authorize use of this student's photograph in school publications and advertising.

Arbitration of Disputes:

a. **Arbitrable Disputes.** Any dispute, controversy or claim that may arise between the School and either the student or the student's parent or guardian shall be resolved by arbitration administered by the American Arbitration Association in New Orleans, Louisiana under the Commercial Arbitration Rules, Expedited Procedures effective at the time of the dispute. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having jurisdiction thereof, including but not limited to the 24th Judicial District Court for the Parish of Jefferson. Among other disputes, the parties hereby agree to arbitrate the following:

- i. **Disputes Regarding Tuition, Fees, and Other Charges.** All disputes relating to Tuition, Fees, or other charges due to or charged by the School, including but not limited to, disputes arising under the law of contract, unjust enrichment, restitution and/or quantum meruit.
- ii. **All Other Disputes.** All other disputes, including but not limited to, those arising under the law of tort, contract, or restitution, or involving any School rules or policies, student discipline, or any other matter arising out of the student's enrollment at the School.

b. Miscellaneous Arbitration Provisions.

- i. **Responsibility for Costs and Fees of Arbitration.** The non-prevailing party shall pay all costs and legal fees incurred by the prevailing party. In addition, the non-prevailing party shall pay the prevailing party for all costs and legal fees incurred in connection with enforcement of any arbitration award.
- ii. **Informed Consent to Arbitration.** The student's parent or guardian understands that in agreeing to arbitrate, they are expressly waiving their right to file any lawsuit in court and to any trial by jury. The student's parent or guardian also understands that this paragraph does not prospectively limit the School's substantive liability to the student's parent or guardian in any way. Nevertheless, the student's parent or guardian is advised of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel regarding this arbitration provision prior to signing. This provision is expressly made in consideration of the School agreeing to enroll the student.

TUITION PAYMENT PLAN (PLEASE CHECK ONE)

Enrollment deposit due with return of this contract. See contract folder for complete billing schedule.

- _____ 100% PAID JULY 1, 2009 _____ 60% DUE JULY 1, 2009; 40% DUE NOVEMBER 1, 2009
 _____ DIRECT PAYMENT PLAN (ELECTRONIC FUNDS TRANSFER) (ENCLOSE COMPLETED FORM)
 _____ BANK LOAN FOR _____ MONTHS (ENCLOSE COMPLETED FORM)

SIGNATURE OF PARENT OR GUARDIAN WHO IS FINANCIALLY RESPONSIBLE FOR STUDENT(S)		DATE	SOCIAL SECURITY NUMBER	
BILLING NAME		BILLING EMAIL ADDRESS	BILLING ADDRESS	CITY
STATE	ZIP CODE	HOME TELEPHONE	OFFICE TELEPHONE	

FOR OFFICE USE ONLY

ENROLLMENT DEPOSIT PAID? YES NO \$ _____

CHECK NUMBER _____

ACCEPTED BY (ST. MARTIN'S OFFICIAL) _____ DATE _____