



2023-2024 Tuition Agreement

Yellow Acorn Montessori accepts your child, _____ (the “Student”), as a student for the 2023-2024 school year.

This agreement is made by and between Yellow Acorn Montessori, LLC, located at 27 Crane Road, Scarsdale, New York, (the “School”) and _____ (the “Parent/Guardian(s)”) of the child _____ (the “Student”).

The Parent/Guardian(s) understand that enrollment requires a commitment for the entire school year from September 5, 2023, to June 24, 2024. Tuition and fees are non-refundable, and the Parent/Guardian(s) recognize that the Parent/Guardian(s) are obligated to pay for the full school year from September 5, 2023, through June 24, 2024, even if they withdraw the Student from the School. There will be no reduction in tuition and fees for absences, holidays, or partial months.

The Parent/Guardian(s) further understand that, in signing this Agreement, the Parent/Guardian(s) are agreeing to abide by the terms described herein regarding the payment of tuition and fees. No refund or cancellation of the tuition or fees will be made by the School for absence or withdrawal of the Student before June 2024.

If any lawsuit ensues between the School and the Parent/Guardian(s) as to the enforcement of any of the terms and provisions of this Agreement then, in addition to any other legal relief that a party may receive, the prevailing party shall receive an award of reasonable attorney’s fees and court costs against the non-prevailing party.

A non-refundable tuition deposit of \$1,000 is due upon acceptance of the Student. The tuition deposit shall be applied to the Parent/Guardian(s) tuition obligation for the 2023-2024 school year in March 2024 provided the Student is still enrolled in the school at that time.

The remaining tuition and fees may be paid in the following ways:

- 1) **Payment in full to the School** by electronic means (Zelle) or a check, payable to ‘Yellow Acorn Montessori’, by June 1st, 2023. There is a \$30 fee for returned payments.
- 2) Payment of all fees due to the School by electronic means (Zelle) or a check, payable to ‘Yellow Acorn Montessori, by June 1, 2023, accompanied by enrollment in the School’s **Three Payments Tuition Installment Plan** or the **Monthly Installments Tuition Payment Plan**. A late charge of \$10 per day will be charged after the due date. There is a \$30 fee for returned payments that will be applied to both the Three payments Tuition Payment Plan and Monthly Installment Plan. For the monthly installment plan there is a 3% convenience fee, which will be charged along with the monthly payment.

The Parent/Guardian(s) agree that in the event of any failure or delay in the School's performance under this Agreement resulting from causes beyond the School's reasonable control and occurring without its fault or negligence, including without limitation, fire; pandemics; Government restrictions; wars or insurrections; civil or military disturbances; acts of terrorism; sabotage; strikes; power failures; computer failures and any other such circumstances, the obligation of the Parent/Guardian(s) to pay tuition will not abate, be reduced or be eliminated and the School shall not be liable for any such failure or delay in its performance.

The Parent/Guardian(s) understand that the School may replace in-person classes with remote learning or a combination of remote and in-person instruction and/or that the School schedule may be modified or extended, at the School's discretion, and that there will be no reduction in tuition due to changes in the manner of delivery of instruction. The Parent/Guardian(s) acknowledge that their execution of this Agreement is not contingent upon any program, curriculum, employee, or enrollment level, and understand that the School retains the right to change the School's programs, curriculum, or workforce in its discretion.

The Parent/Guardian(s) further understand that current and/or past enrollment in the School does not ensure future re-enrollment and that the School reserves the right to decline re-enrollment to any student. The School is not obligated to provide early notification and it is expressly agreed that late notice shall neither be a breach of this Agreement nor a basis for re-enrollment.

The School further reserves the right to dismiss the Student for excessive biting; uncontrolled hitting; physical or emotional problems that require excessive one-on-one attention; behavioral problems that are disruptive to the classroom atmosphere and other students; the Parent's refusal to seek professional help when suggested as being in the Student's best interests; inability of the School to meet the needs of the Student, as determined by teaching staff consensus; and the Parent's disrespectful behavior towards other parents, children, teachers, administrators or any other staff. If the School deems such measures to be necessary, either in the interest of the Student or the School, it may do so with a written letter to the Parent/Guardian(s). In such an event, except for a pro-rata portion for the period in which the Student attended the School, any tuition paid by the Parent/Guardian(s) will be refunded.

Parent 1/Guardian(s) Signature: _____ Date: _____

Parent 2/Guardian(s) Signature: _____ Date: _____