

# Learning Streams Program at Sunflower Studio LLC

## Enrollment Contract 2025-2026

**Student Name:** Jane Doe

### Enrollment Tuition and Fees:

**Jane is enrolled in the 2-day drop-off program:**

**\$6,000**

*Tuesday/Thursday 10a-3p, ages 8-10*

*September 3, 2025 - June 11, 2026*

***This is a legally binding contract. Please read it carefully.***

**Exclusions:** *Part of what makes our community a strong one is that every family is treated the same and therefore, we do not offer an opt out to any of our policies or procedures.*

- **Understanding of Zero Opt Out:** \_\_\_\_\_

**Contract Terms:** By signing below, you acknowledge that you understand the terms of this contract, obligation to pay tuition even if the learner is withdrawn or dismissed, you opt to terminate, and all other obligations set forth herein. If you have questions, please seek advice of counsel or clarification from the Executive Director.

- **Understanding of Terms:** \_\_\_\_\_

**Tuition Obligation:** You understand that your child is enrolled for the period covered by this contract and further understand that the overhead expenses of Sunflower Studio LLC do not diminish with the departure of some learners during the course of the academic year. You agree that it is impossible for Sunflower Studio LLC to determine at the time of the execution of this contract the damage and loss to Sunflower Studio LLC that would occur due to the later cancellation/withdrawal of some of the learners who have enrolled. Therefore, once this contract has been submitted to Sunflower Studio LLC with the tuition deposit set forth, the parent(s)/guardian(s) becomes liable for the monthly tuition and fees as liquidated damages (and not a penalty) even if the learner is withdrawn, absent, or is involuntarily separated from Sunflower Studio LLC. If learner is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, there will be no refund or reduction of fees or tuition, and any unpaid balance may, at Sunflower Studio LLC election, become immediately due and payable.

- **Tuition Obligation:** \_\_\_\_\_

**Education Responsibility:** You understand that the education of your child is your responsibility. Sunflower Studio LLC and the Learning Streams program are enrichment classes. ***We do not grade work, provide report cards, offer educator conferences, and are registered with the State of CT as a tutoring center and is not a school.*** While our classes are academic based, they do not fully replace work that is completed at home. ***Parent(s)/guardian(s) that enroll their children in any classes must continue to teach their children at home*** and can not hold Sunflower Studio LLC, the Learning Streams program, educators, specialists, independent contractors, or the Executive Director liable for their child's education and educational outcome.

- **Education Responsibility:** \_\_\_\_\_

**Learning Streams/Family Cooperation:** A positive and constructive relationship between Sunflower Studio LLC and family members is essential to Sunflower Studio LLC educational purpose and responsibilities to its learners. If any family member engages in behavior, communications, or interactions in our outside of the studio space, that is disruptive, intimidating, overly aggressive, or reflects a loss of confidence in or disagreement with Sunflower Studio LLC policies, methods of instruction or discipline, or otherwise interferes with Sunflower Studio LLC safety procedures, responsibilities, or accomplishment of its educational purpose or program,

Sunflower Studio LLC reserves the right to dismiss the family or family member from the community. Sunflower Studio LLC may also place restrictions on a family member's involvement or activity at Sunflower Studio LLC or other reasons that Sunflower Studio LLC deems appropriate. Any determination shall be in Sunflower Studio LLC 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. Sunflower Studio LLC also reserves the right to withdraw an offer of enrollment or re-enrollment at any time and to void an executed Enrollment Contract.

- **Learning Streams/Family Cooperation:** \_\_\_\_\_

**Emergency Medical Authorization:** In the unlikely situation that, in the opinion of a properly licensed and practicing physician, your child needs medical or surgical services which require your pre-authorization or consent, you hereby authorize and appoints, Sunflower Studio LLC and its staff to act on your behalf and furnish such consent in emergency situations. You confirm that it is your desire that your child be furnished with such medical or surgical services as soon as reasonably possible after the need arises. You hereby release and hold Sunflower Studio LLC harmless from any liability which might arise from the giving of such consent. You agree to reimburse Sunflower Studio LLC for any medical expenditures made on your child's behalf.

- **Emergency Medical Authorization:** \_\_\_\_\_

**Medical Forms/Vaccination/Allergies:** Sunflower Studio LLC is not a school and does not require medical forms or need to know vaccination status to be enrolled in classes. We are not a nut-free facility and do not administer any medication. Students with allergies may attend classes if a parent stays in the parking lot to be able to administer medication if needed.

**Program Rules:** Enrollment at Sunflower Studio LLC is subject to the general statements, rules, regulations, conditions, and financial terms contained in this contract. You acknowledge that both the parent(s)/guardian(s) and learner must abide by Sunflower Studio LLC rules and guidelines and must sign and adhere to the rules laid out in the Classroom/Student Expectations form that is provided to each student during the first weeks of classes. You may request a copy at any time.

**Support:** Enrollment at Sunflower Studio LLC is subject to your support of the standards of Sunflower Studio LLC in its philosophy, methods, and objectives. You assume the responsibility for: encouraging the learner to adopt lifelong learning practices, monitoring their education, and assisting your child in taking ownership over their actions, work, and participation in the program. You agree to follow our policies, including: moral, academic, behavioral, good conduct, and disciplinary standards. You also agree to support, to the best of your ability, the Sunflower Studio LLC entire program through time, attendance at any parent meetings, and participation in activities/events.

**Termination of Child's Attendance:** Sunflower Studio LLC has the right to suspend or terminate the attendance of any child for reasons that the administration considers detrimental to the learning community, child, or to other children, or for the failure to pay all or any part of the financial obligations for attendance (including any amounts charged on account at Sunflower Studio LLC).

**Payment and Late Fees:** A late charge of \$50.00 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), you 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 60 days in arrears, Sunflower Studio LLC 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 collection agents and/or counsel for satisfaction.

**Default of Payment:** Learner will not be allowed to continue to attend classes or participate in other activities unless tuition and fees are paid by stated deadlines or if other written arrangements acceptable to Sunflower Studio LLC have been made.

**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 Connecticut 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 Sunflower Studio LLC 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 Connecticut state court in Fairfield County, Connecticut as appropriate.

**Force Majeure:** Sunflower Studio LLC duties and obligations under this contract shall be suspended immediately without notice during all periods that Sunflower Studio LLC is closed because of force majeure events including, but not limited to, any fire, act of God, hurricane, war, governmental action, act of terrorism, epidemic, pandemic, or any other event beyond our control. If such an

event occurs, duties and obligations in this contract will be postponed until such time as Sunflower Studio LLC, in its sole discretion, may safely reopen. In the event that Sunflower Studio LLC cannot reopen due to an event under this clause, Sunflower Studio LLC is under no obligation to refund any portion of the tuition paid.

**Reimbursement for Domestic Legal Issues:** You understand and agree that Sunflower Studio LLC's primary purpose is to provide educational opportunities to the learners within its institution. You also understand that it is disruptive to involve Sunflower Studio LLC (or any of its employees) in domestic legal disputes between parents and that Sunflower Studio LLC often must pay for legal fees and costs associated with such issues. Therefore, you agree to promptly reimburse for all expenditures incurred by Sunflower Studio LLC as a result of domestic legal disputes, including, but not limited to: disagreements about learners's education or placement; divorce proceedings; custody proceedings; and/or modifications of custody proceedings. Cost 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. You agree to reimburse Sunflower Studio LLC for such fees/costs within thirty (30) days of Sunflower Studio LLC billing you 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 Sunflower Studio LLC can be paid on a timely basis. Your failure to pay such fees/costs promptly will result in dismissal of the family from Sunflower Studio LLC.

**Commitment to Truthfulness:** Sunflower Studio LLC is relying on the completeness and truthfulness of the information provided by you in the admissions and enrollment process. If Sunflower Studio LLC finds out after the learner has been admitted and enrolled that the parent was not truthful on any issue that Sunflower Studio LLC, in its sole discretion, finds to be important, Sunflower Studio LLC 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.

**Photos and Images:** You agree to allow photograph, voice, image, of your child to be used by Sunflower Studio LLC for use in the programs publications, promotion materials, social networks, Google Classroom, and website, without compensation and without prior notice. You also allow the child to be interviewed by local media in our facility or at program-related events. You will be notified in advance and can opt to keep your child home from class if they do not want to participate. You release and hold Sunflower Studio LLC harmless from any liability stemming from the use of the learner's photograph, voice, image, or information.

**Media Permission:** All types of age appropriate music, movies, tv shows will be shown during class for educational purposes. You acknowledge that your child has permission to view any A/V media presented in any class.

**Outside Permission:** Sometimes we leave the classroom and may take a walk outside to use the parking lot to play. Formal field trips will be announced in advance but this is to cover a quick trip out of the studio/classroom.

**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 Sunflower Studio LLC. No oral modifications will be recognized or accepted.

**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.

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Signature of Parent (or Legal Guardian)

Date



2/23/2023

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Signature of Executive Director

Date