

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

REGISTRATION FORM

| | |
|--------------------------------------|---------------------------------|
| Student Name: | Parent's name(s): |
| Student D.O.B.: | Parent's home phone: |
| Student grade: | Parent's cell phone: |
| Student cell phone: | Parent's cell phone: |
| Student email: | Parent email: |
| Student allergies: | Parent address: |
| Student medical condition(s): | Emergency contact: |
| Date of Annual Evaluation: | Emergency contact phone: |

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Reason for choosing The Living School:

What is your goal for your son/daughter in reference to their schooling?

What are your son/daughter's strengths?

What are your son/daughter's areas needing improvement?

What are your concerns?

ADDITIONAL NOTES:

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Educational Agreement

This Educational Agreement (“Agreement”) is entered into freely and knowingly by and between Services by Smith, LLC. (the “Tutor”) and _____ (the “Student”) or _____ (the “Parent”) (hereinafter collectively referred to as the “Parties” and individually to as the “Party”) and sets forth the arrangement between the Parties relating to providing tutoring services commencing on 8/17/26 in accordance with the terms and conditions set forth below: Whereas the Tutor shall provide tutoring to the Student in the following subject/s: Math, English, Social Studies, Science at the locations verbally outlined. Changes in location are at the discretion of the Tutor and the Parent must be notified electronically of the change.

1. FEES PAYABLE TO Services by Smith, LLC.

Fees shall be calculated at a predetermined rate per day for a minimum of 35 weeks and not adjusted for holidays, student absences, or scheduled breaks with an annual fee of \$300 for admission, materials, and administrative costs. These Fees may be adjusted from time to time and shall become effective upon mutual Parties arrangement, after having given the Student _____ 10 (ten) days prior written notice.

PAYMENT

Payment shall be made in advance quarterly based on the payment contract.

Accepted methods of payment:

- Cash
- Internet Transfer
- Credit Card (will be charged 3.5% for ea. transaction)
- [FES] student number _____

Name of person responsible for the payment of fees: _____

2. SCHEDULE OF LESSONS

Tutoring shall commence on the 17 day of August, 2026 and thereafter for 35 weeks as mutually agreed upon by Tutor and Student.

(Continued on next page)

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

3. CANCELLATION OF LESSONS BY STUDENT

Fees are based upon the Student's undertaking to attend all lessons as stipulated in the schedule above and no discount or refunds shall be given in respect of lessons not attended by the Student.

4. CANCELLATION OF LESSONS BY TUTOR

The Tutor may cancel lessons (illness, repairs) by giving 24 hours prior notice to the Student in which case no fees shall be incurred with the exception of weather related cancellations and scheduled holidays and breaks. Where a lesson was prepaid, the Tutor shall reschedule the appointment at a time agreeable to both parties unless cancellation was weather related. If rescheduling is not possible, the Student will receive a credit towards future tuition.

5. LATE ARRIVAL

Fees are calculated according to the times stipulated in the schedule and no adjustment shall be made for time lost because of late arrival by the Student.

In the event the Tutor is delayed, reasonable efforts will be made to begin as close to the scheduled time as possible. Minor delays do not result in refunds, credits, or extended time. If a significant delay occurs that materially impacts the program day, the Tutor may, at their discretion, provide a make-up session or credit.

6. OBLIGATIONS OF THE TUTOR

- the Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student;
- the Tutor shall keep confidential information of the Student and shall contact other parties involved in the education of the Student only upon prior written permission of the Student;
- the Tutor may assign any of his/her duties or obligations under this Agreement to a third party without the written permission of the Student;
- the Tutor is not obliged to execute homework or assignments on behalf of the Student, however he shall do all his best to explain the material duly to enable the Student to do his/her homework properly;

(Continued on next page)

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

7. OBLIGATIONS OF THE STUDENT

- the Student undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring if possible;
 - the Student undertakes to attend lessons and to do his best to gain knowledge and obtain new skills as well as to do his/her homework tasks assigned by the Tutor;
 - The Student agrees that assignments, exercises or homework are integral part of tutoring and undertakes to complete such work properly and timely;
 - The Parent agrees to ensure the Student is prepared, arrives on time and communicates any behavioral, medical, or learning needs relevant to instruction.
- The Parent grants permission for the Student to participate in off-site education activities and assumes all associated risks.

8. WARRANTIES

The Tutor makes no guarantees or warranties with regards to a Student's performance or performance outcomes as a result of any tutoring provided.

9. STATUS OF THE TUTOR

It is expressly understood that the Student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions regarding income tax.

10. GENERAL PROVISIONS

Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to employment of the Tutor and supersedes any and all prior understandings, written or oral. **This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by all Parties.**

Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

Termination. This Agreement may not be terminated.

(Continued on next page)

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Minors. In case if the Student is a legal minor, the Parent(s) shall enter into this Agreement on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

Dispute Resolution. If a dispute arises during or after the term of this Agreement between the Parties, they shall agree to negotiate amongst themselves, in "good faith", before any litigation.

In case of impossibility to resolve the dispute by negotiation, all disputes under this Agreement shall be settled by arbitration in the State of governing law before a single arbitrator pursuant to the commercial law rules of the American Arbitrator Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

Governing Law. This Agreement shall be construed under and in accordance with the laws of the state of Florida..

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered.

Tutor Signature: _____

Printed Name: Joelle Smith

Parent Signature: _____

Printed Name: _____

Student Signature: _____

Printed Name: _____

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Student Behavior Expectations

Student expectations regarding behavior include: Respect, Obedience, Self-Control, and Honesty. Please be advised that a student could be removed from our program or charged for damages incurred for inappropriate behavior at the discretion of The Living School Staff.

Inappropriate behaviors included but are not limited to the following:

- Any disrespectful behavior behaviors towards students or staff
- Any behavior that may be interpreted as bullying
- Repeated refusal to remain academically engaged on site
- Leaving the location without consent and/or knowledge of the teacher
- Theft of any kind
- Aggression/assault towards an instructor or student
- Inability to follow the teacher's redirection concerning behavior.
- Pattern of non-compliance

By signing this form, you acknowledge the aforementioned expectations and will accept the consequences of dismissal of the student or incurred charges for inappropriate behavior including the loss of full tuition.

Tutor Signature: _____

Printed Name: Joelle Smith

Parent Signature: _____

Printed Name: _____

Student Signature: _____

Printed Name: _____

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Overview

Student Name: _____

Parent/Guardian Name: _____

Please review and initial each item below to confirm understanding and agreement:

_____ **Tuition Commitment**

I understand that tuition is based on enrollment in a 35-week educational program and is not based on attendance.

_____ **RBT Charges**

I understand that there is an additional fee to be made for costs associated with admissions for the RBT at the end of each quarter.

_____ **Quarterly Payments**

I understand that tuition is due quarterly in advance, in alignment with scholarship funding, and a valid payment method must be kept on file.

_____ **No Adjustments for Absences or Holidays**

I understand that tuition is not adjusted for holidays, illness, absences, weather closures, or missed days by the student for any reason.

_____ **Scheduled Breaks**

I understand that the program includes scheduled breaks (Thanksgiving, Winter Break, Spring Break), and these are built into the program and do not reduce tuition.

_____ **Missed Days / Illness Policy**

If my child misses a day for any reason, I understand that the day is forfeited and non-refundable, and payment is still required to hold their spot.

_____ **Late Payment Policy**

I understand that late payments will incur a 10% late fee, and my child may not attend if payment is not current.

(Continued on next page)

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Enrollment & Spot Reservation

I understand that my child's enrollment secures a limited spot, and non-payment may result in loss of placement.

Withdrawal Policy

I understand that withdrawing my child does not release me from financial responsibility for the agreed tuition period and requires written notice.

Behavior & Safety Policy

I understand that if my child's behavior poses a safety risk, The Living School reserves the right to dismiss my child without refund.

Transportation & Off-Site Activities

I understand that participation includes transportation and community-based learning, and I accept the risks associated with off-site activities.

Late Drop-Off / Arrival Policy

I understand that late drop-off or arrival may result in forfeited participation for the day.

No Guarantee of Outcomes

I understand that The Living School does not guarantee specific academic results or performance improvements.

Medical & Emergency Authorization

I understand that I have provided medical information and authorize emergency care if needed.

Photo Release

I understand that my child's image may be used for educational or promotional purposes unless I opt out in writing.

Parent/Guardian Signature

I have read, understand, and agree to all policies listed above.

Signature: _____

Printed Name: _____

Date: _____

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Payment Contract

Fees shall be calculated at the rates below for a minimum of 35 weeks or remaining classes of tutoring with an annual fee (\$300 per student) for curriculum design appointment, admission costs, materials, and administrative costs.

Payment shall be made in advance quarterly and then as follows: (initial one)

_____ 1 field trip a week: \$130 weekly
\$1,137.5 quarterly (\$4,550)

_____ 5 day a week: \$500 weekly
\$4,375 quarterly (\$17,500)

_____ 2 field trips a week: \$250 weekly
\$2,187 quarterly (\$8,750)

_____ learning only day: \$80 daily
\$700 quarterly for 1 day (\$2,800)
\$1400 quarterly for 2 days

_____ 3 field trips a week: \$370 weekly
\$3,257.5 quarterly (\$12,950)

(\$5,600)

_____ ** \$30 a day additional for
door-to-door

_____ *Admission costs for RBT are separate and charged at the end of the quarter.

Accepted methods of payment: (circle one)

Cash, Zelle, Credit Card (will be charged 3.5% for ea. transaction), SUFS Scholarship

Once my student has begun classes, there will be a one (1) week opportunity to change days if space is available. After that date, I will be expected to make contracted payments through the end of the year. _____

If my student is unable to complete a class due to illness or any other reason, the student forfeits the class that week and is still charged to hold his/her seat. Once payment has been made, even if made in advance, funds are non-refundable. Payments received after the contracted agreement will be considered late and are subject to a 10% late fee. _____

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

I understand that if payment is not received after 2 classes my student may not attend class until payment is rendered. If payment is not made, students will be disenrolled from the class.

Cancellation Policy: I understand that the registration fee paid is non-refundable even if my student does not start the program.

Parent Signature _____

Date _____

Parent Name _____

Credit Card to be kept on file: (required!)

Name on card _____

Credit Card # _____

Expiration Date _____

CVC Security # _____

Zip Code _____

Signature Authorization

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

RELEASE OF LIABILITY

I. THE PARTIES. This General Release of Liability ("Release") is made this _____ is by and between: Releasor: _____ with a mailing address of _____ ("Releasor"), and Releasee: The Living School, a service of Services by Smith, LLC, with a mailing address of 4494 NW 99th Terrace, Sunrise, FL 33351 ("Releasee").

II. LIABILITY EVENT. Under the terms of this Release and sufficiency of which is hereby acknowledged, the Releasor hereby releases and forever discharges the Releasee of: Accidents, injuries, or death incurred on the bus, in route or on-site at agreed upon location ("Liability").

THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge the Releasee including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the Liability.

III. PAYMENT. As part of this Release, the Parties agree to no payment by the Releasee to the Releasor.

It is understood and agreed that this Release is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire agreement between the Releasor and Releasee; and that the terms of this Release are contractual and not merely a recital.

IV. BINDING EFFECT. This Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns.

Releasor's Signature: _____ Date _____

Print Name: _____

Releasee's Signature: _____ Date _____

Print Name: ___Joelle Smith_____

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Medical Permission Form

Parent Name: _____

Telephone: _____

I authorize my student, _____, to utilize the bus provided by The Living School on his/her scheduled days to locations previously informed by the staff to the parent. In addition, I authorize The Living School employees to administer medical treatment as necessary while in the care of The Living School.

EMERGENCY CONTACT In case of an emergency, I may be reached at:

Name: _____

Telephone: _____

In the event I cannot be reached, please contact:

Name: _____

Telephone: _____

HEALTH/ACCIDENT INSURANCE

My student is covered by family insurance

Insurance Company: _____

Policy Number: _____

_____ I've attached a photo copy of my family insurance identification card.

_____ I do not have insurance, however, I will pay any and all medical bills for emergency care of my student.

_____ / _____

Signature of Parent or Guardian/Date

The Living School: Education Outside the Box

954-465-5413

thelivingschooleob@gmail.com

Photo Release Form for Minors (if under 18)

The Living School has my permission to use my or my child's photograph publically to promote the business. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

Parent/Guardian's signature: _____ Date _____

Parent/Guardian's Name: _____

Child's Name: _____

Phone Number: _____