

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:

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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:

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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/_____/24 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 12 hours in advance.

1. FEES PAYABLE TO Services by Smith, LLC.

Fees shall be calculated at a rate of \$120 dollars per day for a minimum of 35 weeks of tutoring with a (\$300) one time fee for admission, materials, and administrative costs.

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.

\$120 per day per student

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 20 day of August and thereafter for 35 weeks as mutually agreed upon by Tutor and Student.

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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 by giving 24 hours prior notice to the Student in which case no fees shall be incurred. Where a lesson was prepaid, the Tutor shall reschedule the appointment at a time agreeable to both parties.

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.

Any lost time because of the late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement and by such amount of time that was lost.

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 shall not 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;

7. OBLIGATIONS OF THE STUDENT

- the Student undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring;
- 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;

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8. WARRANTIES

The Tutor makes no guarantees or warranties with regards to a Student's performance 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.

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.

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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 where the workplace is located.

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: _____

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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 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 for inappropriate behavior including the loss of full tuition.

Tutor Signature: _____

Printed Name: Joelle Smith

Parent Signature: _____

Printed Name: _____

Student Signature: _____

Printed Name: _____

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Overview

The following is a check list of items that need to be reviewed. Please make sure that all items have been addressed. Please initial each item.

Once the registration process has been completed, I am committed to paying tuition for the school year which is 35 weeks or the remainder of the pre-advised year. Emergency situations will be handled on a case-by-case basis. _____

Tuition payments are due as outlined in the contract. Any payments received late will incur a 10% late charge. _____

Late drop-off (end of trip) of more than 10 minutes will result in a \$25 charge. _____

Late pick-up (beginning of trip) of more than 10 minutes will result in the parent driving the student to the location or forfeiting the class that day. _____

If a student is sick **or misses class, the student** forfeits the class that week and is still charged to hold his/her seat.

Classes will be closed for the following holidays: Sept. 2- Labor Day, one (1) week for Thanksgiving, two (2) weeks for Christmas, and one (1) week for Springs Break. _____

In cases of inclement weather, we will follow the Broward County Schools and/or Palm Beach County Schools. _____

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Payment Contract

Fees shall be calculated at a rate of [\$120] dollars a day for a minimum of 35 weeks or remaining classes of tutoring with a (\$300 per student) one time fee for curriculum design appointment, admission costs, materials, and administrative costs.

Payment shall be made in advance with the first payment due August 10th and then as follows: (initial one)

1 field trip a week:

\$4,000 paid before classes begin

OR

\$120 weekly (\$4,200)

2 field trips a week:

\$7,700 paid before classes begin

OR

\$240 weekly (\$8,400)

Accepted methods of payment:

- Cash

- Zelle

- Credit Card (will be charged 3.5% for ea. transaction)

- Gardiner Scholarship student number _____

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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 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. _____

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:

Name on card _____

Credit Card # _____ Expiration Date _____

CVC Security # _____ Zip Code _____

Signature Authorization

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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.

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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_____

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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

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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: _____