

This is a legally binding contract. Read it carefully.

This contract is between Grace Baptist Academy (hereinafter "School") and the parent(s) or legal guardian(s) (referred to as "Parent," which term includes the singular or plural, as applicable) of _____ (hereinafter "Student"). All persons signing this contract are jointly and severally liable for the tuition and fees set forth herein. Parent's signature and/or initials on this Contract evidence Parent's understanding and agreement to the terms of this Contract as follows:
Please be sure the information below is accurate and legible.

Enrollment Terms & Conditions

1. Enrollment. Student, if accepted, will be enrolled for all or a portion of the 2025-2026 academic year in (circle one):

K3/4/5 Half-Day

K3/4/5 Full-Day

Elementary

Secondary

If indicated below*, this Contract covers only a portion of the year with the dates so stated and the tuition shown on the Tuition Schedule will be prorated for that period. If Student is accepted, Parent is aware that a final determination of classroom placement will be made by the school in accordance with the School's standard admissions or retention practices and that curriculum changes/decisions are made at the School's discretion. The Contract is valid only for the academic year stated and does not entitle Student to any future enrollment.

*Portion of academic year for which Student requests enrollment (*fill in either "Full Year" or the dates to be attended*): _____

2. Registration Fee. Parent understands that for the School to consider Student's application and to conditionally reserve a place for Student for the academic year stated above, Parent must submit the original executed Contract, along with a \$_____ Registration Fee, made payable to Grace Baptist Academy within 5 days of the date of this Contract set forth above. Parent understands that the Registration Fee is earned by the School upon Parent's submission of the Contract and fees to the School and the School's consideration of Student's application. Parent further understands that the reservation fee is not refundable or transferable under any circumstances.
3. Tuition. Tuition amounts are set forth on the Tuition Schedule for the period covered by the Contract. However, if Parent is re-enrolling Student for the next academic year and submits this signed Contract and Registration Fee by the Early Re-Enrollment Deadline, then the corresponding discounts shall apply. The following forms of payment will be accepted: Cash, check, money order, cashier's check, bank transfer, credit card (3.5% upcharge). Parent has selected the following

payment plan for tuition (check only one box) and checked the Sibling Discount if applicable (see Tuition Schedule for further details):

_____ Plan A (Pay the full tuition amount and receive a 10% discount)

_____ Plan B. Pay tuition monthly as noted in the Tuition Schedule

_____ Sibling Discount. The school offers the following sibling discounts: A \$50 tuition discount on the second child enrolled; a \$50 tuition fee will be charged on the third and any subsequent children enrolled. To be eligible for this discount, all Students must reside together in the same household. Registration and Book Fees still apply.

_____ Other Discount. Upon their discretion, the administration of Grace Baptist Academy may offer discounts. All discounts may not combine to exceed 50% off total tuition.

_____ Scholarships. Upon their discretion, the administration of Grace Baptist Academy may offer a Student a scholarship. This scholarship shall be agreed to in writing prior to the signing of this contract.

4. **Tuition Obligation.** Once this Contract has been submitted to the School with the Registration Fee set forth in Paragraph 2, Parent becomes liable for **the billing period(s) the student has attended at School as liquidated damages (and not a penalty) even if the student is withdrawn, absent, or is involuntarily separated from School.** This Contract can only be terminated in strict accordance with the termination procedures set forth in Paragraph 6 below (or the School rejects, in its sole discretion, Student's application and unilaterally terminates this Contract). Furthermore, the Parent remains liable for the billing period(s) the student was enrolled. **If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, after the termination dates set forth in Paragraph 5, there will be no refund or reduction of fees or tuition, and any unpaid balance may, at the school's election, become immediately due and payable.**

5. **Payment/Late Fees.** Parent understands and agrees that a Late Charge of \$25.00 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), Parent agrees to pay all cost of collection, including collection agency fees, attorneys' fees, court costs, and interest of 1.5% per month. Further, as to any account more than 90 days in arrears, the School 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 the School's collection agent and/or counsel for satisfaction.

_____ (initial(s))

6. **Cancellation of Contract.** Parent understands that this contract may be canceled in writing, without penalty (except forfeiture of the registration fee, book fee, and tuition due for current billing period) provided that written cancellation notification is received and acknowledged by the office before the next billing period begins. A billing period is defined as being enrolled in school for one day of a given month.

7. School Rules. Student's enrollment at the School is subject to the general statements, rules, regulations, conditions, and financial terms contained in the School's Student Handbook and other published documents, which may be amended from time to time. Parent agrees that Parent and Student must abide by such School rules and guidelines.
8. Transcripts/Records. All accounts must be paid in full before records and transcripts can be released or transferred to other schools and colleges. Student will not be allowed to continue to attend classes and school activities or sit for examinations unless tuition and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to the School).
9. New Student Transcripts. If Student is transferring from another School, it is the Parent's responsibility to ensure that the transferring school promptly provides the School with an official transcript. Parent understands that Student will not be eligible to participate in any competitive athletics until such transcript is received. Failure to comply with this provision may result in impairment of Student's participation.
10. Release of Student Records. Parent consents and holds the school harmless for the release of Student's records and information upon request by an educational institution or law enforcement agency. Parent also releases and holds the School harmless from any liability stemming from the use, disclosure, or release of Student's records or information. _____ (initial(s))
11. School and Family Cooperation. The School believes that a positive and constructive working relationship between the School and Parent is essential to the fulfillment of the School's educational purpose and responsibilities to its Students. If the Parent's or other family member's behavior, communications, or interactions on or off campus (including school-sponsored events) is disruptive, intimidating, overly aggressive, or reflects a loss of confidence or serious disagreement with the School's policies, methods of instruction, or discipline, or otherwise seriously interferes with the School's safety procedures, responsibilities, or accomplishment of its educational purpose or program, the School reserves the right to dismiss the family from the community. In addition, the School reserves the right to place restrictions on Parents' or other family members' involvement or activity at School, on School property, or at School-related events, if the Parent or other family member engages in behavior or has a status (such as a criminal conviction) that would reasonably suggest that such restrictions may be appropriate for the community. There will be no refund of tuition where such enforced withdrawal occurs and any unpaid balance is payable in full according to the terms of this Contract. If, for any reason, it is in the best interest of the School, the School also reserves the right to withdraw an offer of enrollment or re-enrollment at any time, and to nullify an executed Enrollment Contract.
12. Support. Student's enrollment at the School is subject to Parent support of the standards of the School in philosophy, methods, objectives, and policies, including moral, academic, behavioral,

dress, conduct, and disciplinary standards; to assume the responsibility for Parental monitoring of Student's education, being an encourager, and keeping in regular contact with Student's teachers; and to attend mandatory meetings called by the School. Parent also agrees to support, to the best of Parent's ability, the School's entire program through time, attendance at parent meetings, and participation in various School activities.

13. Photos and Images. The Parent agrees to allow the Student's name, photograph, video, voice, image, and information to be used in the School's publications, promotion materials, website, and social media sites without compensation and without prior notice. The Parent also allows Student to be interviewed by the media on campus or at School-related events. Parent releases and holds the School harmless from any liability stemming from the use of the Student's name, photograph, video, voice, image, or information.

_____ I do give permission for Grace Baptist Academy to use the aforementioned media and information of my child in School publications and media.

_____ I do not give permission for Grace Baptist Academy to use the aforementioned media and information of my child in School publications and media.

14. Medical Authorization. If in the opinion of a properly licensed and practicing physician, Student needs medical or surgical services which require Parent's pre-authorization or consent, Parent hereby authorizes, appoints, and empowers the School to act as Parent and furnish such consent on Parent's behalf. Parent confirms that it is Parent's desire that Student be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Parent hereby releases and holds the School harmless from any liability which may arise from the giving of such consent. Parent agrees to reimburse the School for any medical expenditures made on Student's behalf. _____ (initial(s))

15. Consent to Onsite Medical Care. The Parent hereby authorizes the School to supply medical care as needed for Students (including the administration of allergy medications, over the counter pain medications, Epi-Pens, etc. according to the dosing instructions provided by the Parent or the Student's prescription from a licensed practitioner) or other minor medical care or emergency care as determined to be appropriate by the School staff. All medications must be provided by the parent in a labeled bottle, with specific dosing instructions. Parent hereby releases and holds the School harmless from any liability which might arise from the provision of such medical care.

_____ (initial(s))

16. Indemnity Clause. I agree to release, hold harmless, and indemnify the School, its agents, representatives and employees from all claims, damages, or other liabilities for personal injury, illness, disease, or death to my child which are not the result of gross negligence or willful misconduct by the school, or its agents, representatives, or employees acting within the scope of their employment. I acknowledge that this release, hold harmless, and indemnity provision bars

any claim for ordinary negligence by the school or its employees acting within the scope of their employment.

_____ (initial(s))

17. Promotional Materials/Statements. The School continually strives to ensure the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials (including class sizes, student-to-teacher ratios, School Accreditation, teacher qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. Prior to relying on any written materials in making your decision to enroll Student in the School, please verify the accuracy of the information with the School Office. Please also understand that even if the information was accurate at the time that you enrolled the Student, the information may change prior to commencement of classes or during attendance at the School. Please also note that only the Head of the School (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangement for Student, or other changes from the School's regular curriculum.
18. Termination of Student's Attendance. The School has the right to suspend or terminate the attendance of any Students for reasons set forth in the Student Handbook (or any other published document), for reasons that the School administration considers detrimental to the School community, Student, or to other students of the School, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Student's attendance (including any amounts charge on Student's account).
19. Force Majeure. The School's duties and obligations under this Contract shall be suspended immediately without notice during all periods that the School 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 the School's control. If such an event occurs, the School's duties and obligations in this Contract will be postponed until such time as the school, in its sole discretion, may safely reopen. In the event that the School cannot reopen due to an event under this clause, the School is under no obligation to refund any portion of the tuition paid.
20. Distance Learning. If the School deems necessary that educational instruction must be carried on outside a traditional classroom setting for any reason, the student is expected to participate in classes. Furthermore, parents will remain liable for any tuition payments set forth in this agreement and must ensure that their student has at their disposal the necessary resources to complete the tasks set forth by the school. If the School, in their sole discretion, determines that the student has not satisfactorily completed the necessary requirements of their current grade, the School reserves the right to restrict advancement.

21. Reimbursement for Domestic Legal Issues. In the event of domestic dispute of the Parent(s) or legal guardian(s) of Student, Parent agrees to promptly reimburse the School for all expenditures incurred by the School as a result of Parent's domestic legal disputes, including, but not limited to: parental disagreements about Student's education or placement; divorce proceedings; custody proceedings; and/or modifications to custody proceedings. Costs incurred may involve reasonable attorneys' fees/costs to prepare for and/or attend depositions, trials, or hearings; communicate with Parent or Parent's counsel, guardians ad litem, or attorneys ad litem; respond to subpoenas; draft letters or motions; perform research; and travel out of state. Parent agrees to reimburse the School for such fees/costs within thirty (30) days of School billing Parent 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 the School can be paid on a timely basis. Parent's failure to pay such fees/costs promptly will result in the dismissal of the family from the School.

22. Understanding of Terms. Please read this Contract carefully. By signing below, Parent acknowledges that Parent understands the terms of this Contract, the Parent's option to terminate, and all other obligations set forth herein. If Parent has questions about the terms, Parent is encouraged to seek advice of counsel or to seek clarification from the Administration.

23. 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 the School. No oral modifications will be recognized or accepted.

24. Parent's Commitment to Truthfulness in the Admissions and Enrollment Process. The School is relying on the completeness and truthfulness of the information provided by the Parent in the admissions and enrollment process. If the School finds out after the Student has been admitted and enrolled that the Parent was not truthful in the admissions and enrollment process on any issue that the School, in its sole discretion, finds to be important, the School 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.

25. 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 Mississippi 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 the School 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 Southern District of Mississippi or any Mississippi State Court in Jackson Country, Mississippi, as appropriate.

