

IMPORTANT NOTE TO PROSPECTIVE SCHOOL PARENTS
PLEASE READ BEFORE SIGNING THE ATTACHED ENROLLMENT CONTRACT

We thank you for your interest in the new pre-school of St. Matthew's Church. In response to the high level of interest in the school, we have decided to accelerate our plans so as to open the school in the fall of 2010 rather than 2011.

As reflected in the attached enrollment contract, non-refundable enrollment deposits will be required to hold a place at the school. The contract also contains a commitment by signing parents to pay tuition for the entire school year at scheduled times once the contract for a given student has been accepted by St. Matthew's Church. These and the other provisions of the contract are intended to be legally binding obligations, which you should read carefully and make sure you understand completely before signing.

THE VESTRY OF ST. MATTHEW'S CHURCH

ST. MATTHEW'S CHURCH

PRE-SCHOOL ENROLLMENT CONTRACT FOR SCHOOL YEAR 2010-2011

This contract is between the undersigned parent/legal guardians (the "Parents") and St. Matthew's Church, Bedford, New York ("SMC").

The Parents hereby agree to enroll

_____ (the "Student")

for the 2010-2011 school year at the new pre-school (the "School") being organized by SMC, subject to and in accordance with the terms and conditions of this contract.

1. For the Student to be considered for enrollment in the School for the 2010-2011 school year, the Parents must complete and sign this contract and return it to the School along with an enrollment deposit of \$1,000 (the "Enrollment Deposit"), which amount is *non-refundable* but will be applied to the applicable Tuition defined in paragraph 3 below.

2. The Student shall be enrolled at the new pre-school (the "School") now being organized by St. Matthew's Church, Bedford, New York ("SMC") for the 2010-2011 school year as indicated in the boxes checked below:

- in the program for qualified preschoolers turning 4 before September 1, 2010 (the "4s Program") for a five-day week.
- in the program for qualified preschoolers turning 3 before September 1, 2010 (the "3s Program")
 - for a five-day week.
 - for a four-day week.
- in the program for qualified preschoolers turning 2 before September 1, 2010 (the "2s Program")
 - for a three-day week.
 - for a two-day week.

The 2010-2011 school year is expected to begin in early September 2010 and end in late May or early June 2011. The exact starting and ending dates of such school year and its holiday schedule will be determined by the School.

3. The Parents shall pay SMC the tuition for the Student set forth below that is applicable to the program and amount of days checked by them in paragraph 2 above (the "Tuition"):

4s Program for a five-day week	\$6,250
3s Program for a five-day week	\$6,000
3s Program for a four-day week	\$5,200
2s Program for a three-day week	\$4,500
2s Program for a two-day week	\$3,500

Checks for Enrollment Deposits and Tuition should be made payable to “St. Matthew’s School”.

No portion of the Enrollment Deposit shall be refunded under any circumstances. If, after the signing of this contract, the Student cannot begin classes for any reason whatsoever, or the Student withdraws or is dismissed or absent from the School, the Parents are nonetheless obligated to pay the tuition for the entire school year in accordance with the following payment schedule:

Upon signing this contract:	Enrollment Deposit due
June 1, 2010:	At least 50% of the Tuition due
December 1, 2010:	Balance of the Tuition due

4. The Tuition owed will not be cancelled or reduced for any absence, or for the withdrawal or dismissal of the Student. The Parents agree that if the Tuition is not paid in accordance with the payment schedule set forth in Paragraph 3 above, the Student will not be permitted to attend the School or reenroll for the following year. SMC will treat payments which are overdue by 10 days or more as delinquent and will impose a penalty for late payment at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, if less.

5. The parties agree that (i) it is not possible to exactly ascertain the amount of damages incurred by the School in the event that the Student is not enrolled in the School for the full school year, and (ii) the amount of the full Tuition constitutes a reasonable estimate of the amount of such damages.

6. By signing this contract the Parents give permission for the Student to take part in all School activities unless the School receives prior written notice to the contrary in each case. The Parents and Students hereby indemnify SMC and shall hold SMC harmless against any damage to property of the Student or injury to the Student, except for gross negligence by the School.

7. The School reserves the right to determine the qualifications and school readiness of prospective students, including the Student. The School also reserves the right to dismiss the Student at any time, if and when, in the sole opinion of the School, the Student's presence in the School is determined to be not in the best interests of the Student or is deemed, in the sole judgment of the School, detrimental for any reason to the welfare of the School or its other students. No refund will be made for the withdrawal, dismissal or absence of the Student during the school year. The Parents and the Student shall comply with all reasonable standards of conduct and appropriate behavior, and all rules and regulations of the School, as adopted and amended from time to time at the sole discretion of the School's administration.

8. It is understood that the 2010-2011 school year will be the first year of operations of the School, and that the School will need to hire personnel, develop its curriculum and establish appropriate rules and policies. SMC reserves the right to establish criteria for its acceptance of enrollment contracts in the event insufficient places are available at the School to accommodate all enrollment contracts tendered to SMC.

9. This contract may be amended only by an instrument in writing executed by SMC and the Parents. The obligations of the Parents under this contract are joint and several. This contract contains the entire agreement between SMC and Parents and there have been no other promises, inducements or agreements not expressed in this contract. If SMC decides to establish a separate entity to operate the School, SMC shall have the right to assign this contract to such entity.

10. This contract shall be governed by and construed in accordance with the laws of the State of New York.

ST. MATTHEW'S CHURCH
BEDFORD, NY

Signature of Parent or Guardian

Date: _____, 20__

By: _____ Date: _____, 20__
Title: Senior Warden

Signature of Parent or Guardian

Date: _____, 20__

Street address for notices and billing

City, State, Zip

Telephones: _____
Home / Work / Cell

Email: _____

Complete and return; not valid without the authorized signature of St. Matthew's Church