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**Pre-School Agreement**

 This Pre School Agreement, executed this day of , 20\_\_, between the undersigned and Mandi Klein, for and on behalf of Arts & Smarts for Little Hearts Preschool, under the laws of the State of Utah, and effective from the date of execution and up to and including the 20\_\_-20\_\_ Pre School Year.

 **WHEREAS**, the undersigned wishes to provide a supervised learning experience for a child,

 **NOW, THEREFORE**, the undersigned and, Arts & Smarts for Little Hearts Preschool or its legal representative; in consideration of the mutual promises set forth herein, agree as follows:

**Article 1. Vital Information Concerning Child**

1.1 **Child’s Name:** birthday

1.2 **Parent(s)/Legal Guardian(s):**

 e-mail

1.3 **Address:**

1.4 **Name & Phone No. of Authorized Adult(s) Which Will Pick Up Child:**

1.5 **Emergency Contact Information:**

1.6 **Known Allergies or existing conditions**

**Article 2. Costs and Fees**

2.1 **Tuition.** The cost for tuition is $125 per month

2.2 **Registration.**  A registration fee of $50.00 is due at the time of registration.

2.3 **Payment.** Tuition is due on or before the fifth day of the month in which classes are provided.

2.4 **Late Payment.** A $5.00 fee will be added for any payment tendered late.

2.5 **Fees.** There is a $5.00 fee, outlined in §3.4 below, that will be charged when a child is picked up late.

2.6 **Absences.** Tuition is based upon the number of days in the pre school year, not attendance. Therefore, days missed are not refundable. However, any cancellations by Ms. Mandi, resulting in more than 3 cumulative days in any given month, will result in a credit for any additional cancellation, to be deducted from the tuition the following month.

2.7 **Method of Payment.** Cash, checks and or Venmo (@Mandi-Klein-1) are acceptable.

2.7.1 If paying by check, please make checks payable to Mandi Klein.

2.7.2 Any checks returned due to insufficient funds will be charged a $35.00 NSF fee. Such fee, including the original tuition due, shall be paid within two week days of notice by Ms. Mandi.

2.7.3 If the undersigned is charged an NSF fee, upon Ms. Mandi’s election, all future tuition may be required to be paid in either cash or certified funds for the remainder of the pre school year, or for some other period of time Ms. Mandi deems reasonable.

**Article 3. Schedule**

3.1 **School Year.** The “**20\_\_-20\_\_ Pre School Year**” includes the \_\_ day of , 20\_\_ including and up to the day of May , 20\_\_.

3.2 **Hours of Operation**. Class times for each session, excepting holidays, is Tuesday, Wednesday and Thursday:

 3.2.1.: Time \_\_\_\_\_\_ to \_\_\_\_\_\_\_

3.3 **Holidays.** Classes will not be held on Federal, State, or other statutory holidays. A calendar of observed holidays shall be distributed by Ms. Mandi from time to time.

3.4 **Drop Off and Pick Up.** Please be prompt in picking up your children. Parents who pick up a child (carpools) late, which means 10 minutes after the conclusion of the session, will be charged a $5.00 fee per child, per thirty (30) minutes late, as provided in §2.4 above.

**Article 4. Parental Representations and Warranties**

4.1 **Legal Authority.** The undersigned is the natural parent and/or legal guardian of the child under this Agreement; the undersigned has full legal authority to act for and on behalf of the child; If the undersigned shares joint legal custody with any other person, or if any other person is authorized by law to pick up the child, the undersigned shall provide that person’s name, telephone number, make, color, and model of vehicle within 15 days of execution of this Agreement. In any event, the undersigned agrees to be legally bound by this Agreement regardless of the nature of the relationship of the undersigned to the child.

4.1.1 **Alternate Adult Pick-up.** Though any person may drop off a registered child, Ms. Mandi will only allow the undersigned listed on herein to pick up the child, unless a list of authorized siblings, or other legal guardians is provided within 15 days of execution of this Agreement, as outlined in §4.1 above.

 If another person not provided for in §4.1 above attempts to pick up the child, Ms. Mandi will not release the child into that person’s custody.

4.2 **Immunizations/Vaccinations.** The undersigned represents and warrants the child is current on all required vaccinations and/or immunizations, as required by the Utah Department of Health, unless exempted as provided by state law, being a bona fide member of a recognized religious organization whose teachings are contrary to immunizations; in such a case, the undersigned shall provide a copy of the form for such an exemption, as provided by state law, within 15 days of execution of this Agreement.

4.3 **Sickness.** The child is currently in good health; to prevent the spread of unwanted germs, prior to attending school the undersigned shall ensure the child is in good health; at any time the child is ill, to avoid spreading such unwanted germs, the undersigned will withhold the child from attending class until such time as the child is again in good health.

**Article 5. Specific Liability Waivers**

5.1 **Outdoor and Water Activities.** Ms. Mandi conducts outdoor and water activities from time to time. The undersigned, by executing this Agreement, affirmatively agrees to allow the child to participate in such activities; furthermore, the undersigned agrees to hold Arts and Smarts for Little Hearts, and/or Mandi Klein, or any of its personnel harmless against any loss, liability, obligation, damage, cost, or expense (including without limitation, attorney’s fees and costs) resulting from or related to such activities.

5.2 **General Crafts.** Arts & Smarts for Little Hearts Preschool, from time to time, as part of the learning process, conducts general craft activities which may include, but is not limited to, use of glue, toddler style scissors, glitter, et. The undersigned, by executing this Agreement, affirmatively agrees to allow the child to participate in all such activities; furthermore, the undersigned agrees to hold Arts & Smarts for Little Hearts Preschool, and/or Mandi Klein, or any of its personnel harmless against any loss, liability, obligation, damage, cost, or expense (including without limitation, attorney’s fees and costs) resulting from or related to such activities.

5.3 **Revocation.** Revocation of permission, if desired, must be provided in writing to Ms. Mandi. However, revocation may result in termination of this Agreement, under §7.2.

**Article 6. Indemnity**

6.1 **Indemnification.** The undersigned, by executing this Agreement, agrees to indemnify and hold harmless Arts & Smarts for Little Hearts Preschool and/or Mandi Klein, or any of its personnel, from or against any loss, liability, obligation, damage, sickness, accident, injury, cost, or expense (including without limitation, attorney’s fees and costs) resulting from or relating to any act, action or conduct by the undersigned’s child. Furthermore, the undersigned herein promises to defend any action brought against Arts & Smarts for Little Hearts Preschool and/or Mandi Klein, or any of its personnel, due to any act, action, or conduct of the child, promising to affirmatively defend such action and indemnify the same from any losses incurred

**Article 7. Termination**

7.1 **Termination.** This Agreement shall automatically terminate upon the conclusion of the Pre School year, as outlined in §3.1 above.

7.2 **Termination for Cause.** Despite §7.1 above, this Agreement may be terminated by Ms. Mandi by giving 3 days written notice to the undersigned, for cause, which may include, but is not limited to a material breach of any of the provisions of this contract, or if child is not ready for Pre-school.

**Article 8. Surveillance**

 8.1 **Video Surveillance**. For safety purposes, much of Arts and Smarts for Little Hearts Preschool facility is under video surveillance. The undersigned, by executing this agreement, agrees to the use of such surveillance and waives any current or future objection to its use. The undersigned, by executing this agreement, understands and affirms that use of such surveillance is required for the safety of all Ms. Mandi’s students and permission may not be revoked.

**Article 9. General Provisions**

9.1 **Confidentiality**. Arts & Smarts for Little Hearts Preschool, and Ms. Mandi shall hold in strict confidence, and shall not disclose to any other party without prior written consent, any confidential information regarding students.

9.2 **Merger.** This Agreement embodies the entire agreement and understanding of the parties hereto; it supersedes any and all prior agreements, whether written or oral, and may not be modified, revoked, or cancelled, except by a writing, attached hereto and executed by the undersigned parties to this Agreement.

9.3 **Choice of Law.** This Agreement shall be governed by the laws of the State of Utah.

9.4 **Severability.** Any provision of this Agreement, if deemed prohibited or unenforceable, shall be ineffective only to the extent of such prohibition and shall not invalidate any other remaining provision.

Attorney Fees. In any action to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to collect its costs and expenses (including reasonable attorney fees).  For purposes of this section, action does not require formal initiation of a lawsuit, but instead is to be broadly construed to include any action reasonably required to be taken to enforce or interpret this Agreement as a result of the failure of one Party to fulfill its obligations in this Agreement.

**IN EVIDENCE OF EXECUTION**, the parties to this Agreement have signed and delivered it on the date set forth above:

**Arts & Smarts for Little Hearts Preschool**

By:

 Mandi Klein

**Parent/Legal Guardian:**

By:

 (Mother/Father/Legal Guardian)

 Print Name

Questions concerns about your child\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_