



2019-2020 Payment Agreement and Statement of Understanding

This is an acknowledgement that I, _____ (Print Parent/Guardian Name), as the parent/guardian of _____ (Print Child's Name) ("Child"), participating in the program at _____ (Print program location) have read this Payment Agreement and Statement of Understanding (including Addendum A, if applicable) ("Payment Agreement and Statement of Understanding"). I understand and agree to be bound by the Serious Fun After School, Inc. tuition payment plan I have chosen, as indicated below:

PAY IN FULL: I choose to pay the 2019-2020 program fees of \$ _____ in **full**. The program fees are the \$ _____ program tuition ("Program Tuition") plus the \$ _____ nonrefundable registration fee ("Registration Fee") plus the \$ _____ fees for premium classes, if any ("Premium Class Fees").

PAY IN INSTALLMENTS: I choose to pay the 2019-2020 program fees of \$ _____ in **installments**. The program fees are the \$ _____ program tuition ("Program Tuition") plus the \$ _____ nonrefundable registration fee ("Registration Fee") plus the \$ _____ fees for premium classes, if any ("Premium Class Fee"). I understand that my first installment is due at the time of registration, with the balance to be paid in equal installments due on the 5th, or closest business day, of each month, beginning on _____. The final installment payment will be processed on 05/05/2020.

Tuition and Fees

1. **ALL SALES ARE FINAL. SERIOUS FUN AFTER SCHOOL, INC. DOES NOT PROVIDE REFUNDS. ACCOUNT CREDITS, IF ANY, CAN BE APPLIED TO CHILD CARE SERVICES WITHIN 1 YEAR OF CANCELLATION DATE.** The Registration Fee cannot be refunded or credited. Credits will not be processed after 30 days of my Child's last day of attendance.
2. **Payment options.** All payments must be made by direct withdrawal from my bank account ("ACH") or credit card.
3. **Installment payments.** Installment payments are billed via ACH or credit card on the 5th, or closest business day, of the month. Installment payments do not vary based on the number of Serious Fun After School, Inc. program days each month or any school closures.
4. **Declined or returned payments.** I am responsible for any fee from my banking institution or credit card issuer associated with a declined credit card payment or returned ACH. In addition, (1) a \$25 failed transaction fee ("Failed Transaction Fee") will be posted to my Serious Fun After School, Inc. account and (2) a \$25 chargeback fee ("Chargeback Fee") may be posted to my Serious Fun After School, Inc. account if an installment payment is reversed or adjusted.
5. **Credit card failure.** If payment via credit card or ACH fails on two occasions, Serious Fun After School, Inc. may require me to make payment via money order and assess a \$25 administrative fee ("Administrative Fee") per payment.
6. **Late payment fees.** For any account that is not current by 6pm on the 10th day of the month, a \$25 late payment fee ("Late Payment Fee") will be posted to my account. In addition, my Child will not be admitted to the Serious Fun After School, Inc. program after the last calendar day of the month until my past due balance has been paid.
7. **Late pick up fees.** The Serious Fun After School, Inc. program ends at 5:45pm and my Child must be picked up no later than 5:59pm. If I, or my designee, pick(s) up my Child after 5:59pm, I will be charged a \$25 late pick up fee ("Late Pick Up Fee"), with an additional \$25 for every 15 minutes or part therein after 6:15pm.
8. **Cancellation for repeated late pick up.** After the second instance of a late pick up (after 5:59pm), I may be asked to withdraw my Child from the program, at the discretion of the director at the site location for my Child. Should I be asked to withdraw, standard cancellation policy will apply, in addition to incurring the Late Pick Up Fees described above.
9. **Debt collection.** Serious Fun After School, Inc. reserves the right to engage the services of a debt collection agency to recover any outstanding debt. I understand that I am responsible for any fees incurred in an effort to recover my outstanding debt. This includes, but is not limited to, any legal, debt collection, arbitration or mediation fees.

Drop-in Days, Changes and Cancellation

- 10. **Drop-in fees.** Drop-in days may be requested in writing with a minimum of two (2) school days' notice at a rate of \$35 per drop-in day ("Drop-in Fee"). No more than five (5) drop in days are allowed in a calendar month.
- 11. **Change fees.** A \$25 change fee ("Change Fee") will be charged for any changes to my Child's schedule (including, but not limited to a change of days, and change of class).
- 12. **Cancellation fees.** A \$25 cancellation fee ("Cancellation Fee") will be charged for each class cancelled.
- 13. **Changes to program days.** Scheduled program days may be reduced, added or changed by written notice to the director of the Serious Fun After School, Inc. site that my Child attends. Dropping days WILL NOT change the installment for the month in which the change was made. Changes to installment payments will take place in the calendar month following the requested change.
- 14. **Cancellation policy.**
 - (a) **Cancelling Participation in Serious Fun After School, Inc.**
 - i. **Cancellations before my Child's first day of participation.** Cancellations may be made before my Child's first scheduled day of participation in the program. In the event of such cancellation, I will receive a credit to my account of the total program fees that I paid less (A) the Registration Fee, (B) one month of program fees, and (C) all applicable Cancellation Fees.
 - ii. **Cancellations after my Child's first day of participation.** Cancellations will only be effective as of the last day of a month. Cancellation requires written notice on or before the 1st day of the month in which my Child's enrollment in the program will end. If paying by installment, I understand that upon cancellation I am responsible for any remaining balance due towards my Registration Fee. I am responsible for paying for all program days prior to the last day of the month in which my Child's enrollment in the program will end, whether or not my Child attends. I am not entitled to pro-ration should my Child stop attending before the last day of a month. For example, if my Child's last day of enrollment will be on **April 10th**, I must notify Serious Fun After School, Inc. in writing on or before **April 1st**. Cancellation will be effective on **April 30th**. I understand that I will not receive any refund or credit for April 10th through 30th, however, my Child is welcome to attend the program during those days.
 - (b) **Cancellations because of closure of New York City Public Schools.** In the event that New York City Public Schools are closed, suspended or otherwise unavailable for use by Serious Fun After School, Inc. for any reason including but not limited to, Parent-Teacher Conferences, Chancellor's Professional Development Days, Chancellor Mandated School District Clerical Days and emergency closures such as for snow days, Serious Fun After School, Inc. program will not be held and I WILL NOT receive a refund or credit.

All fees, including but not limited to, the Registration Fee, Program Tuition, Failed Transaction Fee, Chargeback Fee, Administrative Fee, Late Payment Fee, Late Pick Up Fee, Drop-in Fee, Change Fee, Cancellation Fee, material fees and any fees for applicable Premium Classes will be automatically charged by ACH or credit card on file the next business day.

This Payment Agreement and Statement of Understanding shall be governed by and interpreted according to the laws of the State of New York without recourse to the laws pertaining to conflict of laws. Any action brought in connection with this Agreement and Statement of Understanding shall be brought in the federal or state courts located in the borough of Manhattan, City of New York, and the undersigned hereby irrevocably consents to the jurisdiction of such courts.

Please check below ONLY if your Child will participate in one or more premium classes offered at your Serious Fun After School, Inc. site.

My Child will participate in premium classes offered at his/her Serious Fun After School, Inc. site and I have read and acknowledged Addendum A.

Please sign your name and date to indicate that you are in full agreement with the terms of the Payment Agreement and Statement of Understanding.

Parent/Guardian Signature: _____ Date: _____

Printed name of Parent/Guardian: _____

ADDENDUM A
FOR PREMIUM CLASSES

This is an acknowledgement that I understand and agree to be bound by this Addendum A to the Payment Agreement and Statement of Understanding as described below:

Premium Classes Fees

1. ALL SALES ARE FINAL. SERIOUS FUN AFTER SCHOOL, INC. DOES NOT PROVIDE REFUNDS OR CREDITS OTHER THAN AS STATED BELOW. ACCOUNT CREDITS, IF ANY, CAN BE APPLIED TO THE PROGRAM TUITION, REGISTRATION FEE OR OTHER PREMIUM CLASSES WITHIN 1 YEAR OF CANCELLATION DATE.
2. **Premium Classes and Premium Class Fees.** Premium classes offered as part of Serious Fun After School, Inc. ("Premium Classes", singly, a "Premium Class") require additional payment. Fees for Premium Classes (the "Premium Class Fees") are payable in addition to the Program Tuition and Registration Fee.
3. **Payment options.** All payments for Premium Classes must be made by direct withdrawal from my bank account ("ACH") or credit card at the time that payment for Program Tuition and Registration Fee is made.

Changes and Cancellations

1. Change Policy

a. Changes made by Serious Fun After School, Inc.

- i. Premium Classes are scheduled during the hours of the Serious Fun After School, Inc. program. If Serious Fun After School, Inc. is required to change the start and/or end times of a Premium Class, I WILL NOT receive a refund or credit of the Premium Class Fees if I determine that my Child will no longer attend the class because of the revised time.
- ii. If Serious Fun After School, Inc. consolidates one or more Premium Classes into a single class, I WILL NOT receive a refund or credit of the Premium Class Fees if I determine that my Child will no longer attend the class because of the consolidation.

- b. Changes made by Parent/Guardian.** In the event that my Child is unable to attend a scheduled Premium Class, I WILL NOT receive a refund or credit of the Premium Class Fees for such missed class.

2. Cancellation Policy

- a. Cancellations of Premium Class by Serious Fun After School, Inc.** If Serious Fun After School, Inc. cancels a scheduled Premium Class because of under enrollment of the Premium Class, I WILL receive a refund or credit to my account of the Premium Class Fees for such cancelled class.

b. Cancellations made by Parent/Guardian.

- i. In the event that I cancel my Child's participation in a Premium Class *before* my Child's second scheduled week of participation in Serious Fun After School, Inc., I WILL receive a credit for the Premium Class Fees.
- ii. In the event that I cancel my Child's participation in a Premium Class *after* my Child's second scheduled week of participation in Serious Fun After School, Inc. and *before* 02/01/2020, I WILL receive a credit of fifty (50) percent of the Premium Class Fees.
- iii. In the event that I cancel my Child's participation in a Premium Class *after* my Child's second scheduled week of participation in Serious Fun After School, Inc. and *after* 02/01/2020, I WILL NOT receive a refund or credit for the Premium Class Fees.

- c. Cancellations because of closure of New York City Public Schools.** In the event that New York City Public Schools are closed, suspended or otherwise unavailable for use by Serious Fun After School, Inc. for any reason including but not limited to, Parent-Teacher Conferences, Chancellor's Professional Development Days, Chancellor Mandated School District Clerical Days and emergency closures such as for snow days, Premium Classes will not be held and I WILL NOT receive a refund or credit for the Premium Class Fees.

Initials of Parent/Guardian: _____