

2024-2025 PAYMENT AGREEMENT AND STATEMENT OF UNDERSTANDING

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

PAY IN FULL: I choose to pay the 2024-2025 program fees of \$ _____ in full. The program fees are the \$ _____ program
 tuition ("Program Tuition") plus the \$ _____ nonrefundable registration fee ("Registration Fee").

PAY IN INSTALLMENTS: I choose to pay the 2024-2025 program fees of \$ _____ in installments. The program fees are the
 \$ _____ program tuition ("Program Tuition") plus the \$ _____ nonrefundable registration fee ("Registration Fee"). I
 understand that my first installment is due at the time of registration, with the balance to be paid in equal installments of _____.
 Installments are due no later than the 1st of the month. Installments will be processed beginning the 26th of the month to ensure all
 payments are cleared by the 1st. The final installment will begin processing April 26, 2025 to ensure payment by May 1, 2025.

TUITION AND FEES

- All sales are final.** Serious Fun 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.
- Payment options.** All payments must be made by direct withdrawal from my bank account ("ACH") or creditcard. Serious Fun must be immediately notified in writing of any changes in payment information.
- Installment payments.** Installment payments are processed via ACH or credit card on the 26th of the month to ensure all payments are cleared by the 1st of the month. Installment payments do not vary based on the number of Serious Fun program days each month or any school closures.
- 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 account and (2) a \$25 chargeback fee ("Chargeback Fee") may be posted to my Serious Fun account if an installment payment is reversed or adjusted.
- Credit card failure.** If payment via credit card or ACH fails on two occasions, Serious Fun may require me to make payment via money order and will assess a \$25 administrative fee ("Administrative Fee") per payment.
- Late payment fees.** For any account that is not current by 6:00 pm on the 5th 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 program after the last calendar day of the month until my past due balance has been paid.
- Late pick up fees.** The Serious Fun program ends at 6:00 pm and my Child must be picked up no later than 6:00 pm. If I, or my designee, pick(s) up my Child after 6:00 pm, 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 6:15 pm.
- Cancellation for repeated late pick up.** After the second instance of a late pick up (after 6:00 pm), 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.
- Debt collection.** Serious Fun 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

- Drop-in fees.** Drop-in days may be requested in writing with a minimum of two (2) school days' notice at a rate of \$45 per drop-in day ("Drop-in Fee"). No more than five (5) drop in days are allowed in a calendar month.
- 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 site that my Child attends. Adding days will not change any promotional discounts. Reducing days will result in the removal of all promotional discounts. Prorated tuition will revert to full daily rates for the remaining scheduled program days. Reducing 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) **Canceling Participation in Serious Fun.**
 - 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 installment of program fees, and (C) all applicable Cancellation Fees.
 - ii. **Cancellations after my Child’s first day of participation.** Cancellation requires written notice on or before the 20th day of the month prior to the month in which my Child’s enrollment in the program will end to allow time to adjust invoices and potential payments. 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 in writing on or before **March 20th**. 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 unscheduled 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 for any reason including but not limited to, public health closures, and emergency closures, the Serious Fun program will not be held. Serious Fun will not be held liable and I will not receive a refund or credit.
 - (c) **Cancellations because of infection of a student or staff member.** In the event that the Serious Fun school site/program is closed due to mandated quarantine measures to reduce the exposure to COVID or other public health emergency, the Serious Fun program will not be held. Serious Fun will not be held liable 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, and Cancellation Fees 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 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: _____

