



## TERMS & CONDITIONS

### **CONTINUOUS ENROLLMENT (including continuing financial responsibility):**

This Agreement provides for *continuous enrollment of my child in King's Schools*. This means that once I enroll my child at King's Schools, my child's enrollment at King's Schools continues and automatically renews from one school year to the next school year (and I remain financially responsible for paying to King's Schools all tuition, fees, and other charges for my child for the next school year) until my child successfully graduates high-school at King's School, unless (1) during the Opt-out Period (defined below), I provide timely written notice to King's Schools of my child's non-renewal, (2) I withdraw my child and pay all required withdrawal fees, or (3) King's Schools provides notice to me that my child's enrollment will not be renewed. As a condition for continued enrollment, King's School may also require me sign and return a new version of this Agreement; sign and return additional forms or documents; or provide additional information.

### **OPT-OUT PERIOD:**

Every year there will be an opt-out period (*Opt-out Period*) during which I may end my child's continuous enrollment for the next school year and all future school years. During the Opt-out Period, I may give written notice to King's Schools that my child will not be returning to King's Schools for the next school year (*Non-enrollment Notice*). If I have more than one child enrolled at King's Schools, I understand I must provide a separate Non-enrollment Notice for each child who will not be returning to King's School for the next school year. If I do not provide a Non-enrollment Notice to King's Schools by the end of the Opt-out Period, then my child will remain enrolled at King's School for the next school year, subject to the terms of this Agreement.

- By not providing a Non-enrollment Notice during the Opt-out Period, I reaffirm all my obligations under this Agreement, including the Terms and Conditions (including any changes made to the Terms and Conditions), and including my obligation to pay all tuition, fees, and other charges for my child for the next school year.
- If I give a Non-enrollment Notice and later change my mind, then I must go through the enrollment process to re-enroll my child. Re-enrollment may be granted or denied in the sole discretion of King's Schools.
- I acknowledge that King's Schools relies on my decision to provide or not provide a Non-enrollment Notice for its staffing and budget decisions for the next school year.
- Any Non-enrollment Notice must be in writing and given to: **King's Schools Administration Office, Attention: Business Office, 19303 Fremont Ave North, Seattle, WA 98133.** A Non-enrollment Notice is effective only when actually received by King's Schools Administration Office no later than 5:00 p.m. on the last day of the Opt-out Period. Each school year, King's Schools will post the Opt-out Period as part of the schedule for the school year and with its schedule of tuition, fees, and other charges for the next school year.
- Any Non-enrollment Notice received by King's Schools after the end of the Opt-out Period will be treated as a voluntary withdrawal of my child from King's Schools. Except as otherwise permitted by King's Schools, if I voluntarily withdraw my child from King's Schools, I remain financially responsible for paying the unpaid tuition, fees, and other charges for the full school year from which I am

withdrawing my child. However, if I voluntarily withdraw my child from King's Schools before the start of the school year, and the applicable fee schedule permits voluntary withdrawal on payment of a withdrawal fee, then on payment of that withdrawal fee, I will not be financial responsible for the unpaid tuition, fees, and other charges for that school year.

- If after the start of the school year, I seek to voluntarily withdraw my child for the remainder of that school year, I remain financial responsible for paying the unpaid tuition, fees, and other charges for that school year.

### **TUITION:**

- Tuition, fees, and other charges may change from school year to school year. Tuition, fees, and other charges for the next school year should be published by King's School no later than February 1 of the then-current school year. However, some participation fees may not be known at that time. I understand I will be informed of those fees at the time my child chooses to participate in that activity.
- It is vital that I meet my financial commitments to King's Schools through the timely payment of tuition, fees, and other charges in order for King's Schools to continue its mission and regularly meet its financial obligations to its teachers, staff, and others. I understand that tuition, fees, and other charges owed by me to King's Schools must be paid to King's Schools through FACTS Family Portal. I further understand that tuition and certain fees and other charges for the school year are due in full by August 15 of each year. Tuition and certain fees and other charges may also be paid through a variety of flexible payment plans described in the FACTS Family Portal. I will timely pay all tuition, fees, and other charges owed for my child according to the King's Schools schedule for the then current tuition, fees, other charges. That schedule is subject to change for each school year in the sole discretion of King's Schools. The terms for permitted payment plans and required disclosures are available through the FACTS Family Portal.

### **DELINQUENT ACCOUNTS:**

If I decide to pay tuition, fees, and other charges under a payment plan, I understand that payments received after the 15th of each month are delinquent. I understand that a \$40 late fee may be added to my account when any payment is late (whether due in full or due under the terms of a payment plan). I understand a 1% FINANCE CHARGE per month may be assessed on my account for that portion that is not paid by the due date. I further understand that my child may not be permitted to continue attendance if my account becomes 45 days or more past due. All balances from the prior school year must be paid in full by the first day of the new school year. Except as prohibited by law, report cards, transcripts, and diplomas will not be released and will be withheld unless I satisfy my financial obligations to King's Schools. A \$30 fee may be assessed for returned checks or declined auto-debit transactions. Accounts over one (1) year past due may be submitted to a third-party for collection assistance. I will pay all costs of collection incurred by King's Schools to collect the amounts I owe. If King's Schools is required to retain legal counsel to enforce the terms of this Agreement (including these Terms and Conditions) in any way, including for collections, garnishments, litigation, or any other method permissible by law, King's Schools will be entitled to recover from me all of its legal fees and costs, including fees and costs incurred in any post judgment collection, appeal, mediation, arbitration, and bankruptcy proceedings.

## **LATE ENROLLMENT:**

Once the school year has begun, tuition is pro-rated for late enrollments. Enrollment during any part of a month requires payment of tuition for the **entire month**, even if I select a monthly payment plan.

## **PERMISSIONS:**

I grant permission for my child to use all playground equipment and participate in all school activities of King's Schools, including field trips away from the grounds of King's Schools, provided I am notified of off-site excursions in advance. If King's Schools request specific permission from me for my child to participate in a particular activity and I decline to provide that permission, then my child may not be permitted to participate in that activity.

## **METHOD OF INSTRUCTION:**

King's Schools reserves the right to change its method of delivering student instruction in its sole discretion. The change the delivery of instruction may be due to public health need, rate of infectious disease at King's Schools or surrounding community or other applicable area, state or federal recommendation or mandate, availability of its workforce, technological concerns, inclement weather, a safety or security need or concern, or any other reason deemed appropriate by King's Schools. Should the method of student instruction vary from a traditional in-person instruction model, the change does and will not alter my financial obligations under this Agreement.

## **ARBITRATION:**

If legal action is necessary to enforce the terms of this Agreement or to assert any claim against King's Schools, I will not bring any action in the civil courts, but I may submit the matter for resolution through binding arbitration. King's Schools and I will first attempt to resolve our dispute through mediation before submitting the matter to arbitration in accordance with the following terms. Mediation and arbitration will be before a mutually acceptable person who: (1) is a practicing attorney with a minimum of ten years' experience or a retired judge, and (2) agrees with the CRISTA Ministries Statement of Faith. If the parties cannot agree on a mediator or arbitrator, then each will appoint a qualified person and the two will agree on a third qualified person to be the sole mediator or arbitrator. The arbitrator need not be the same person as the mediator. The arbitration will follow the procedures of Chapter 7.04 RCW. Additionally, the arbitrator will have the authority to order such discovery, by way of deposition, interrogatories, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues consistent with the expedited nature of arbitration. I will pay one half of the mediation and arbitration fees charged by the mediator or arbitrator.

## **FORCE MAJEURE:**

CRISTA Ministries d/b/a King's Schools will not be in default under this Agreement as long as the fulfillment of any material terms or provisions of this Agreement are delayed, prevented, or otherwise rendered incapable or impractical of being performed due to fire, explosion, strike or work stoppage, natural disaster, act of God, act of the public enemy, war, act of terrorism, act of any government agency or official, government-declared public health emergency, government-imposed measures responding to the outbreak of infectious disease, quarantine restrictions related to an infectious disease, or any other unforeseeable cause, whether of the kind enumerated above or otherwise, beyond the reasonable control

of CRISTA Ministries. Whenever reasonably possible, any schedule or time for performance set out in this Agreement (including these Terms and Conditions) or School Policies will be extended as necessary to overcome the effects of the force majeure event, or King's Schools and I will enter into good faith negotiations to mitigate the impact of the force majeure event, and continue to perform as much of this Agreement as is reasonably possible.

### **SEVERABILITY:**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

### **VENUE AND LAW:**

This Agreement will be construed and enforced exclusively in accordance with the laws of the State of Washington without regard to its conflicts of law principles and irrespective of whether I reside in a different state or country. Any arbitration proceeding brought by me or King's Schools arising out of or related to this Agreement or the enrollment of my child at King's Schools will be brought only in King County, Washington.

### **ATTORNEYS FEES:**

If King's Schools or I bring any legal action (including arbitration) to enforce the terms of this Agreement, the terms of any other agreement between us, or any claims that either of us may assert against the other, the substantially prevailing party in such action will be awarded its reasonable attorneys' fees and costs, in addition to any other relief granted.

### **MEDICAL CONSENT WAIVER; PAYMENT OF EXPENSES; RELEASE; COVENANT NOT TO SUE; INDEMNIFICATION:**

- A. **Medical consent; Payment of expenses.** I grant King's Schools permission to call 911 for emergency medical aid or to take my child to a physician or hospital for medical treatment, or both. If King's Schools or any of its employees or other agents believe my child has sustained an injury, becomes ill, or otherwise requires medical treatment, I give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve my child's life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on my child's behalf. I will fully and immediately reimburse King's Schools and any other Released Person (defined below) for any of those expenses that King's Schools or any other Released Person chooses to advance, in its sole discretion. King's Schools and Released Persons have no obligation to advance any expenses on my child's behalf.
- B. **Release of Claims.** To the extent permitted by law, on my behalf and on behalf of my child, I release CRISTA Ministries and its past, current, and future trustees, officers, employees, other agents, and volunteers (with all released persons collectively referred to as Released Persons and individually as a Released Person) from all Claims. The term Claims means every possible claim, expense, or other liability for any injury (including death), damage, or other loss related to or arising from my child's enrollment with King's Schools or my participation in or my child's participation in any of the activities of King's Schools, whether the claim arises from negligence, breach of contract, deviation

from any School Policies, or otherwise. However, this release of claims does not release any claim I may have under this Agreement for instruction to be provided by Kings's Schools to my child.

C. **Covenant Not to Sue.** I covenant not to sue CRISTA Ministries or any other Released Person (whether suing for myself or on behalf of my child) regarding any Claims.

D. **Obligation to Indemnify and Defend.** I will defend and indemnify CRISTA Ministries and all other Released Persons regarding all Claims. This includes my obligation to defend and indemnify CRISTA Ministries and all other Released Persons against all Claims, whether asserted by me or my child or any other person or entity (including any trust, estate, or guardian).

(1) Among other things, this means that if I or my child (or anyone acting or purporting to act for either of us) or any other person asserts any Claims or files a lawsuit against CRISTA Ministries or any other Released Person regarding any Claims, then I will immediately and fully defend and indemnify the Released Person regarding that Claim.

(2) This means, among other things, that I will, on demand, pay the fees and costs of the lawyers the Released Person retains to defend the Released Person against any Claim.

(3) It also means I will also pay the sum of any judgment entered against the Released Person or any settlement paid by the Released Person regarding any Claim.