



FULL-TIME JUNIOR ENROLLMENT CONTRACT

The undersigned, _____ (student's name)

and _____ (financial representative),

who represents the Student as their Parent , Legal Guardian , Agent ,

have completed the application process and have received Official Acceptance for the Student to participate in the Full Time Junior Program (the "Program") offered by Foley Performance Academy, LLC ("FPA"). The Student and Financial Representative agree to abide by all the policies, rules and regulations of FPA and the terms of this contract (the "Enrollment Contract"). The above-named student is referred to herein as the "Student" and the financial representative is referred to herein as the "Financial Representative".

Program: Please select one of the following programs by checking the box below.

- | | |
|---|---|
| <input type="checkbox"/> <i>Full Time Junior (Boarding)</i> | <input type="checkbox"/> <i>Full Time Junior (Non-Boarding)</i> |
| <input type="checkbox"/> <i>Fall Semester Junior (Boarding)</i> | <input type="checkbox"/> <i>Fall Semester Junior (Non-Boarding)</i> |
| <input type="checkbox"/> <i>Spring Semester Junior (Boarding)</i> | <input type="checkbox"/> <i>Spring Semester Junior (Non-Boarding)</i> |

1. FEES AND PAYMENTS: The Student and Financial Representative are jointly and severally liable for payment of the FPA Account as hereinafter defined. The FPA Account is defined to mean all charges associated with the Program, including charges for tuition, training, room, board, fees, finance charges, late fees, and tournaments, and other applicable charges associated with, incurred by or incurred on behalf of the Student.

Based upon the selection above of program, total tuition in the amount of \$_____ is due to FPA as provided herein. This is the total tuition due for the program and INCLUDES items (a) and (b) below but does NOT include items (c) - (f) below.

a. Enrollment Deposit: A **\$5,000.00 (five thousand dollars)** deposit (the "Enrollment Deposit") is due with the signed Enrollment Contract to secure placement and will be applied towards tuition. Except as expressly provided herein, the Enrollment Deposit is non-refundable.

b. Tuition: Unless otherwise expressly stated in an invoice, the full tuition payment for a semester is payable in advance and due on the invoice date. Invoices will be sent as a courtesy.

c. Escrow Account: Each student is required to make a cost deposit (the "Escrow Account") and maintain a minimum balance as more specifically described in item 5 below. The initial payment to the Escrow Account shall be due on or before the applicable semester start date.

d. Other fees: Payable in accordance with the terms set forth herein. All students are required to provide proof of **medical insurance coverage** prior to arrival. If proof is not provided the student account will automatically be billed accordingly for coverage to ensure the student has medical coverage. The premium is non-refundable and cannot be prorated.

e. School Transportation fee: \$1,000 - All students are required to have transportation to and from school.

f. Golf Uniform fees: \$600 - Students have the privilege and responsibility to wear the tournament uniform package supplied by FPA.

2. UNCONDITIONAL OBLIGATIONS: The Student must abide by the honor code, student handbook and rules and regulations of FPA the terms of which are incorporated herein by reference, and all further reasonable rules and regulations which may be adopted and amended from time to time by FPA. If a student is asked to withdraw, voluntarily withdrawals, is dismissed, or expelled for any reason during the course of the academic year the undersigned will remain financially responsible for payment of the entire FPA Account and agree to pay any and all charges including but not limited to tuition fees, tournament expenses, and any other ancillary charges incurred within that year.

3. CANCELLATION AND PAYMENT POLICY:

a. Cancellation: Any cancellation prior to the semester start date must be made by providing written notice of cancellation to FPA. The total Tuition (less non-refundable Enrollment Deposit) is fully refundable if written notice of cancellation is received by FPA at least forty (40) days prior to the semester start date. Cancellations made at least twenty-two (22) days but less than forty (40) days prior to the semester start date result in a cancellation fee equal to fifty percent (50%) of the total Tuition, which cancellation fee will be retained by FPA. If a notice of Cancellation is received within twenty-one (21) days of the semester start date, the total Tuition will be retained by FPA as a cancellation fee.

b. Payments: Upon acceptance of this Enrollment Contract by FPA, an invoice is generated based upon the payment terms agreed between student financial representative and FPA representative. The payment terms found within said invoice are legally binding. Any payment not received by the date due incurs an automatic late fee of \$250. Non-compounding interest in the amount of 1.5% per month is accrued on all outstanding balances that are past due. Any payments made subsequent to a late fee or interest charge are applied to said charges first before the principal tuition balance. Tuition payments are non-refundable and will not be prorated. Acceptance by FPA of less than full invoice amount shall not be construed as a waiver of its right to collect the remainder due.

4. EXPENSES/AUTHORIZATION ON BEHALF OF THE STUDENT: Student and Financial Representative hereby authorize representatives of FPA to secure medical care (which includes but is not limited to dental, orthodontia, ophthalmology, and dermatology), psychological care or legal services for the Student as deemed necessary. Student and Financial Representative hereby authorize representatives of FPA to sign tournament application forms on their behalf for participation in competitive events and hereby grant a limited power of attorney to FPA for the purposes set forth in this paragraph.

5. ESCROW ACCOUNT: Each student is required to have a **\$5,000 (five thousand dollar)** Escrow Account which will be used for tournament entry fees, expenses and incidental expenses not included in the fees paid. These incidentals include golf club repair, expenses associated with off-site tournaments, personal cell phones, tutoring, airport shuttle trips and other incidental expenses.

This account is to be used for incidental expenses incurred by FPA on behalf of the Student. If the undersigned wishes to apply funds elsewhere for any other purpose, written authorization (email is acceptable) to expend the funds is required. Notwithstanding the foregoing, in the event of a default in the obligations hereunder to pay the FPA Account, FPA may in its sole discretion offset and apply tournament account funds to the payment of such obligations.

An accounting of the funds will be sent at the end of each semester and or upon request. If the fund balance drops to or below **\$500.00 (five hundred dollars)** during the semester, the fund shall be replenished to **\$1,500.00 (one thousand, five hundred dollars)** within fourteen (14) business days. Credit cards, checks and bank wires are acceptable forms of payment. Unused funds for non-returning students will be refunded within thirty (30) days of the end of the semester. A credit card will be required to be kept on file, to allow replenishing of your escrow account.

6. RULES AND REGULATIONS: Upon execution of this Enrollment Contract by FPA a contract shall be formed between the parties, and the undersigned agrees to abide by and accept the decisions of FPA pertaining to its rules and regulations.

_____ **(Financial Representative Initials)** I have read and agree to the terms of the "Foley Performance Academy Tournament Policies" which is included as an Addendum to this Enrollment Contract.

7. INDEMNIFICATION: I certify that the Student is physically able to participate in the Program and has not been advised against participation in the Program by a health professional. Student and Financial Representative shall indemnify, defend, and hold FPA, its officers, directors, employees and agents harmless from any and all costs

(including attorneys' and accountants' fees and expenses, Court costs, and any other legal expense), liabilities and damages resulting from or related to any third party claim, complaint and/or judgment arising from any negligent, intentional, or tortious act or omission of Student or any material breach by Student of this Enrollment Contract.

8. CHOICE OF LAW; DISPUTE RESOLUTION: The validity, effect and operation of this Enrollment Contract shall be determined according to the laws of the State of Florida without resort to the principles of conflicts of law, and venue for any action to enforce this Enrollment Contract shall lie exclusively in the court of appropriate jurisdiction in and for Lake Mary, Florida or the United States District Court for the Middle District of Florida. In the event of a dispute arising out of this Enrollment Contract, FPA shall be entitled to reimbursement of all reasonable attorney's fees and costs expended by the academy in the resolution of the dispute or collection of monies due; and in the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION TO ENFORCE THIS ENROLLMENT CONTRACT.

9. RELEASE AND WAIVER: The Parties agree that FPA may use the Student's name and likeness, including photographs, in promotional material produced by FPA including, but not limited to FPA's website, newsletter, social media, marketing material and year book.

10. FORCE MAJEURE: FPA shall not be liable for delay in delivery or default resulting from any cause beyond FPA's reasonable control, including, but not limited to, governmental action, strikes or other troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability of timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). FPA shall be considered not in breach of this Contract to the extent that performance of its obligations is prevented by a Force Majeure Event.

11. SEVERABILITY: If any one or more of the provisions contained herein is held to be unlawful, or unenforceable, the provision will not affect the enforceability of any other provision of this Enrollment Contract, which shall remain in full force and effect. In such event, this Enrollment Contract shall be construed as if the illegal or unenforceable provision had not been included in the Enrollment Contract. Without limiting the generality of the foregoing, the Financial Representative shall be responsible for all payment obligations described herein regardless of the validity or enforceability of those obligations as against the Student.

Upon the signing of this Enrollment Contract by the Financial Representative, Student and Foley Performance Academy representative, the Student will be officially enrolled in FPA. If more than one individual is financially responsible for the student, **then each financially responsible party must sign the Enrollment Contract before it will be executed by FPA.**

I HEARBY AUTHORIZE FOLEY PERFORMANCE ACADEMY AT EAGLES DREAM TO CHARGE THE CARD LISTED BELOW FOR MY STUDENT'S ESCROW ACCOUNT.

NAME ON CARD _____ EXP. _____ CVC # _____

CARD # _____

ATTACH A COPY, FRONT AND BACK OF DRIVERS LICENSE AND CREDIT CARD
CARD INFORMATION MUST MATCH THE STUDENT'S FINANCIAL REPRESENTATIVE

Print Name: _____ Signature: _____ Date: _____
Student

Print Name: _____ Signature: _____ Date: _____
Financial Representative

Print Name: _____ Signature: _____ Date: _____
Financial Representative (if applicable)

This Student and the foregoing Enrollment Agreement have been accepted by Foley Performance Academy

Print Name: _____ Signature: _____ Date: _____
FPA Representative