

This 2025 Payment, Deposit, Tuition, Refund & Policy Agreement (this “Agreement”) is by and between Brooks School (the “School”) and the parent(s), legal guardian(s) and/or financially responsible individual(s) who sign below (the “Undersigned”) for participation in the 2025 Summer Program session by the participant being registered (the “Student”).

### **Application and Enrollment**

#### **Application:**

A non-refundable deposit via credit card in the amount of \$100 per week, together with a completed Summer Program application, is required to apply for enrollment in each of the School’s summer programs (collectively, the “Summer Program”).

The School reviews each application upon receipt. The School reserves the right to reject an application if the School determines in its sole discretion, based on previous experience with the applicant or on information provided in the application process, that it cannot feasibly provide a reasonable, safe, and appropriate environment for the applicant.

If the School denies an application on such grounds, the applicant’s deposit will be fully refunded. However, no deposit refund shall be provided in the event that an application is terminated by the School for incompleteness or voluntarily withdrawn by the applicant. If the School accepts an application, the applicant will be notified by email.

The School emails an invoice to all accepted applicants each month beginning in February, and full final tuition balance is due not later than **May 15, 2025**. **If the School has not received the full payment by this date, the School reserves the right to cancel an applicant’s place with no return of fees.** For participants who apply after May 15, 2025, full tuition is due with the application. Deposits are applied to the total tuition balance. Deposits are non-transferable.

#### **Enrollment Process:**

All application materials must be submitted electronically via the Brooks Summer Program Parent Portal (the “Portal”). The School neither mails pre-enrollment packets in paper forms nor accepts paper enrollment forms. Upon acceptance of an applicant’s completed materials and deposit, space is held for the applicant. Please note that **an application is not complete until the physician’s report and complete immunization records are uploaded to the Portal** (see below for details). The School sends a confirmation letter and invoice (the “Household Statement”) at the time of enrollment. It is the undersigned’s responsibility to review the Household Statement for accuracy. The Household Statement will be deemed correct unless the Undersigned notifies the School of any perceived errors within 72 hours of receipt.

#### **Promotions & Discounts:**

The School offers various early-bird promotions and discounts, as described in more detail on the “Dates and Rates” page of the School’s website. These promotions and discounts are mostly date-driven and include the Sibling Discount, the Eight-Week participant discount, and the Fourth of July Week promotion. Available promotions and discounts will be applied upon review and acceptance of the application, and are only available upon initial enrollment.

**Refund Policy:**

Tuition (not including deposits) is refundable as follows: For cancellations received by the School before May 15, 2025, tuition is refundable, minus a ten percent (10%) of the cost of any ancillary items included in the Student's registration, such as transportation. For cancellations received by the School on or after May 15, 2025, no refund, proration, credit, or tuition reduction shall be given, regardless of the reason for canceling. Participants who commence a Summer Program session late, depart early, or miss days (whether due to violation of rules, for medical reasons, or at the election of the Student or family) will not receive any refund, proration, credit, or tuition reduction.

Deposits are non-refundable. All deposits are non-transferable including between session(s) and participant(s).

Notice of all cancellations and changes must be made via email to the School at [summerprograms@brooksschool.org](mailto:summerprograms@brooksschool.org).

**Waitlist:**

When first-choice sessions are not available upon application, the School maintains a Summer Program Waitlist until May 15, 2025. Waitlist requests are accepted only via the Portal, and not via email or telephone. Applicants are accepted from the Waitlist based on open space and will be notified by telephone if and when space becomes available. The School cannot guarantee any movement from the Waitlist, and families enter the Waitlist at their discretion.

**Schedule Changes:**

On or prior to May 15, 2025, one change to a Student's existing Summer Program schedule, not including cancellations, will be accommodated, free of charge, pending availability. Subsequent schedule adjustments will incur a \$30 fee per schedule change.

Addition of sessions to a Student's existing Summer Program schedule may be requested by emailing our Summer Programs Office or through the Portal, and requests will be granted subject to availability. No change fee applies to the addition of sessions.

After May 15, 2025, the School will not grant schedule changes. Given the complexities of the Summer Program schedule, days may not be exchanged or traded for any reason. No unused Summer Program time is eligible as credit in either tuition or time.

**Parent Packet:**

The School will email a Parent Packet in early June to each registered participant whose balance is \$0. The packet will include a campus map, pickup/drop-off cards, and other important information related to the Summer Program. It is the responsibility of the undersigned to review all such information.

## **Payment Policies**

### **Forms of Payment:**

A credit card is necessary for all deposits to secure the registration. For subsequent payments, the School accepts check, cash, or credit card. Checks are to be made payable to the Brooks School Summer Programs. As a courtesy, the School does not charge a credit card processing fee.

### **Penalty Fees and Insufficient Funds Fee:**

An assessment fee of \$30 will be applied to any account with returned checks or declined credit cards.

### **Late Pick-Up Fee:**

A late fee of \$25 per fifteen minutes will be applied to any account for children picked up late after a program has ended.

### **Outstanding Balance Fee:**

Accounts with a balance after the applicable payment due date will be assessed a late monthly fee of \$30, which will become part of the account's financial obligation to the School.

## Other Policies

### **Physician's Report and Immunization:**

Children cannot attend without a Physician's Report and Immunization Records on file. These documents are due within fourteen (14) days of registering, or an application is subject to cancellation. Massachusetts law requires a physical exam to be conducted within eighteen (18) months prior to the start of the 2025 Summer Program. To ensure compliance over the full summer session, the School requires that all applicants provide a physician's report (physical exam) dated on or after **February 16, 2024**.

Additionally, the School requires immunization records in compliance with the most current immunization schedules promulgated by the Centers for Disease Control and Prevention and the Massachusetts Department of Public Health. The Physician's Report and Immunization Records must be submitted via uploading to the Portal. For security and privacy reasons, the School cannot accept paper copies.

### **Representation and Warranties:**

The Undersigned understands it is essential that they communicate with the School and promptly disclose to the School any details that may affect the Student's participation in the Summer Program. These details may include, but are not limited to, medical conditions, behavioral issues, and emotional needs. The Undersigned affirms that they have accurately disclosed all relevant information about the Student to the School to the best of their knowledge. Any false, inaccurate, incomplete, or misleading statements may lead to dismissal of the Student. If any event occurs or new information is obtained that would change or add to disclosed information after this Agreement is signed, the Undersigned understands that they are obligated to immediately disclose and provide that information in writing to the School.

### **Participant Accommodations:**

Our Summer Program environment requires participants to be comfortable and independent in a very active and social environment. The School adheres to all mandated student-to-counselor ratios established by the Commonwealth of Massachusetts. The School encourages prospective families to contact the Summer Programs office before applying to determine if the programs will meet their child's needs. The School will make reasonable accommodations in accordance with applicable law. To request an accommodation, please contact the Director of Auxiliary Programs at [summerprograms@brooksschool.org](mailto:summerprograms@brooksschool.org) prior to the start of the Summer Program.

### **General Behavioral Policy:**

All participants are expected to follow a set of general rules of behavior, including respecting themselves, others, the School property, equipment, or materials. Leadership, counselors and Leaders in Training will review the Summer Program rules and policies ("Rules and Policies") with each group at the beginning of each session.

The School prohibits behaviors that do not promote the best experience for all participants and staff. The following are examples of the Rules and Policies that must be consistently followed by all participants ("Major Rules"):

- No fighting or physical violence
- No bullying, teasing, or making fun of other participants

- No inappropriate language
- No endangering the health and safety of other participants or staff
- No damaging or stealing property or inappropriate use of property

The School follows a discipline policy with respect to violations of Major Rules:

- **First offense-** Following an incident in which a participant violates a Major Rule, staff will redirect the participant to more appropriate behavior and review the Summer Program rules and why they are necessary. The School will notify the guardian of the nature of the incident.
- **Second offense-** If the participant engages in conduct that violates a Major Rule (whether the same rule that was violated in the first offense or a different rule), a staff member will again review the rules with the participant. The School will notify the guardian and require the participant to leave the program for the rest of the day.
- **Third offense-** Following a third incident of a Major Rule violation (whether the same rule that was violated in the first or second offense or a different rule), the participant will go to the office for dismissal from the program. Following a meeting between the School and the guardian, the participant will be dismissed permanently from the program.

An offense is considered any violation of Brooks School rules and policies, regardless of whether it is the violation of the same rule/policies or a combination of rules/policies.

**Please Note: No refunds or proration of tuition will be issued for dismissals resulting from a behavioral issue or violation of the Rules and Policies.**

With respect to all other behavior issues by any student, the School will take appropriate action to address such behavior and will engage the guardian as necessary to ensure that the student addresses the issue. The School reserves the right to dismiss any student who consistently fails to respect others, the School property, equipment, and materials.

**Illness Policy:**

In accordance with the Refund Policy set forth above, no refund, proration, credit, or tuition reduction shall be given for days missed due to illness, including COVID-19.

**Inclement Weather Policy:**

The Summer Program remains open and follows an indoor schedule on rainy days. In the event of a natural disaster or emergency, such as a hurricane, tornado, or power outage, the campus will be closed. No refunds or tuition proration shall be issued in the event of such a closure.

**Force Majeure:**

The Undersigned understands and agrees that the duties and obligations of the School under this Agreement may be modified or suspended immediately, without notice, because of force majeure causes beyond the School's reasonable control, including, but not limited to, fire, acts of God, war, governmental action, terrorism, epidemic, pandemic, prolonged shortage of

energy or power supplies, or any other events, including emergencies or non-emergencies, beyond the School's reasonable control. The Undersigned acknowledges and agrees that, if a force majeure event occurs, the Undersigned's obligations under this Agreement, including tuition obligations, shall continue and the School's duties and obligations may be modified, suspended, or postponed until such time as the School, in its sole discretion, may safely resume operations. The Undersigned acknowledges and agrees that the sole remedy for a force majeure event is future service delivery and not a tuition refund.

**Medical Treatment Authorization:**

Recognizing that it may be difficult to reach the Undersigned in the event of an accident or other emergency while the Student is participating in the Summer Program, the Undersigned hereby authorize the School to permit commencement of medical treatment or hospital care (including necessary transportation) when, in the professional judgment of the physicians, dentists or other medical personnel involved, such treatment is medically necessary, even if the Undersigned has not yet been consulted. In authorizing such emergency treatment, the Undersigned agrees to accept the determination of the treating physician, dentist or other medical personnel that the treatment or care rendered was medically necessary to protect the life, health or mental well-being of the Student. The Undersigned agrees to bear all costs incurred as a result of such emergency treatment.

**Financial Responsibility**

**Divorce/Separation/Legal Guardianship:**

The person whose signature appears on the application and enrollment forms is responsible for full payment of all tuition, costs, and fees. In cases of divorce, separation, or legal guardianship, the registering person is ultimately responsible for all tuition, costs, and fees. The School will not act as an agent to coordinate payments between two parties and will treat as the responsible party only the person(s) whose signature(s) appear on the application. By signing below, the Undersigned is certifying to the School that the Undersigned has the legal authority to make decisions with respect to the Student.

**Release and Acknowledgement**

**Release and Assumption of Risk:**

The Brooks School Summer Programs ("Brooks School Summer Programs" or the "Summer Program") curriculum includes a wide array of activities, including activities that are athletic, strenuous, and/or outdoor-based. These include, among others, adventure (ropes course/obstacle courses/low rope and high rope elements), archery, arts & crafts, boating/water crafts (kayaks, rowboats, canoes), robotics explorations (science experiments/nature exploring), skateboarding, indoor and outdoor games, gymnastics, sports (soccer, football, disc golf, kickball, etc.), mindfulness (yoga/movement/stretching/dance), music, performing arts, swimming (including lessons and free swim), tennis, playground activities, and bus transportation.

By executing this Agreement, the Undersigned acknowledges that participation in the Brooks School Summer Programs, including the foregoing activities, involves risks and dangers of serious bodily harm, including, among other things, illness, exposure to communicable disease, insect bites, exposure to allergens, serious injury, permanent disability, concussions, paralysis, and death. Additionally, participation involves risks that are inherent to in-person group activities, including but not limited to the risk of exposure to and infection with COVID-19 and the fact that certain inherent factors may make certain individuals more susceptible than others to acquiring COVID-19. While particular rules, equipment, and personal behavior may reduce the likelihood of harm, the risks and dangers of bodily harm still remain. By electronically signing and submitting this Agreement, the Undersigned knowingly and freely, on behalf of the Undersigned and the Summer Program participant (the "Student"), assumes all risks, both known and unknown, associated with the Student's participation in the Summer Program, including but not limited to, bodily injuries and damage and loss of property, as well as exposure to and infection with COVID-19 and other communicable illnesses, for the Undersigned and the Student.

By executing this Agreement, the Undersigned forever releases, acquits, discharges, covenants to hold harmless and covenants not to sue the School, its trustees, employees, volunteers, representatives, and agents (collectively, "Releasees"), from any and all claims, suits, liabilities, actions and causes of action, including but not limited to, any ordinary negligence (but not gross negligence) of Releasees, which the Undersigned or the Student or any of their heirs, legal representatives, successors, conservators, and assigns may have, now or in the future, which arise directly or indirectly out of the Student's participation in the Summer Program.

By executing this Agreement, the Undersigned agrees to indemnify the Releasees from and against any and all demands, claims, suits, actions, causes of action, and liabilities, including attorneys' fees, resulting directly or indirectly from the Student's participation in the Summer Program.

### **Electronic Signature Authorization**

I acknowledge and agree that my electronic signature below has the same legal effect and validity as my written signature and that this Agreement is valid and will be given the same legal effect as a written and signed Agreement. I further acknowledge and agree that no certification authority or other third-party verification is necessary to validate my electronic signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of my electronic signature or this Agreement. My consent to the electronic signature below applies only to this Agreement and does not apply to any separate transactions or communications with the School. I may request a paper copy of my completed and binding Agreement by printing the completed Agreement from this online enrollment portal. If I do not want to enter into this Agreement by providing my electronic signature, I understand that I may perform this transaction in non-electronic form by contacting the Summer Programs Office at 978-725-6253 or [summerprograms@brooksschool.org](mailto:summerprograms@brooksschool.org).

By signing below, I acknowledge that I have read this Agreement and understand and accept all of its terms and conditions.