



Montessori Mes Petits Academy
Care & Education
Parent Agreement

I/we, the undersigned (Parents or Guardians) agree with Montessori Mes Petits Academy Care and Education ('Montessori Mes Petits Academy', 'the center', 'the daycare') to the following terms and conditions:

1. I/we enroll our son/daughter _____ (the child'), at Montessori Mes Petits Academy on the year of _____ from the month of _____ on Monday

Tuesday Wednesday Thursday Friday (please mark the days the child will attend), and to fully abide by all policies and procedures as determined by Montessori Mes Petits Academy, and, without limiting the generality of the foregoing, as stated in the Parent Handbook, and such modifications and additions provided to me/us in writing by Montessori Mes Petits Academy.

2. I/we understand that:

I/we shall pay (or have paid) a deposit of \$125.00 upon registration to hold the child's space in the center. This amount is not refundable if the family chooses not to enroll their child in the center. This amount is an administration fee and it will not be considered as part of the Care and Education tuition. The Registration Fee guarantees a place in the center but it does not guarantee the date of entry.

I/we shall pay \$300.00 as a security deposit, therefore, if you wish to withdraw your child and one calendar month's notice is given, then this deposit will be refunded at the end of care. The notice must be given by the end of the previous month of withdrawal. If no notice is given or given with less than one month calendar notice, the security deposit will be kept by Montessori Mes Petits Academy. The security deposit is also used to cover the late pickups and other miscellaneous, if any.

Also, If you choose to forego space, this security deposit will be returned ONLY if 2 calendar month notice is given.

Fees are due the first day of each month. They will be transferred from your account to Mes Petits 's account via EFT (Electronic Funds Transfer). Please notice that if there are not sufficient funds in your account (NSF) an extra fee for \$40.00 will be charged.

I understand that my child will stay in the 3-4 Class if he is younger than 4 years of age; that he will be transferred to the 4-5 Class, after he becomes 4 if there is space available, until he leaves the center to Kindergarten.

It is also understood that only two children between 30-36 months are allowed at the time in a classroom. If two children of that age are already in the 3-4 Class and my child is between 30-36

months, he will attend the 4-5 Class until he becomes 3. After that day my child will go back to the 3-4 Class if there is space, otherwise it will continue in the 4-5 Class.

3. It is understood that in the event that my child must withdraw from the day care due to extenuating circumstances, Montessori Mes Petits Academy requires one month's written notice in order to give the administration the chance to arrange your child's departure from the center and find a replacement.

4. I/we will each day of care operation that the child attends, deliver the child directly to a staff member of the Care and Education program, and, not to take the child from the center under **ANY** circumstances without notifying a staff member before doing so.

5. I/we will notify Montessori Mes Petits in writing and in advance if any person other than those in the Pick Up List form is picking up the child. I/we understand that the child will NOT be released to anyone, other than those mentioned without written permission. In circumstances that a different person who is not in the Pickup List needs to pick up the child, a parent must confirm by phone the characteristics of that person, relation to the child, and name.

6. I/we understand that absences of any kind, including without limiting the generality of the foregoing, due to illness, vacations, holidays (statutory or otherwise), or closure due to circumstances beyond Montessori Mes Petits Academy control (including weather, earthquakes, interruptions in power supplies, strikes, lockouts, road closures and acts of God, etc), do not exempt me/us from payment of the full monthly tuition fee as set forth herein.

7. I/we will keep the child home from the center if there is any question of serious and/or infectious illness, and will notify Montessori Mes Petits Academy immediately about the nature of any said illness. If the child has fever, vomiting, diarrhea or if the staff thinks that the child has pink eye, a parent will be called and asked to come to pick up the child.

8. In the case of an accident or illness, I/we authorize Montessori Mes Petits Academy to have a physician and/or ambulance attend to the child as may appear necessary at the discretion of Montessori Mes Petits Academy.

9. I/we hereby acknowledge and expressly agree that the day care premises and grounds are private property under the sole control of Montessori Mes Petits Academy and that the enrolment of the child in the Care and Education is a privilege granted solely by Montessori Mes Petits, and therefore, Montessori Mes Petits reserves the right to request the withdrawal of the child if Montessori Mes Petits in its sole discretion deems it necessary, subject to the laws of British Columbia and the laws of Canada. Upon notice of request to withdraw, the child and parent/guardian will make no further attendances to the center whatsoever without the express written consent of Montessori Mes Petits Academy. I/we recognize that a breach by me/us of this term of the Agreement may result in damages to Montessori Mes Petits Academy and that Montessori Mes Petits Academy could not adequately be compensated of such damages by monetary award,

therefore, I/we agree that in such event, Montessori Mes Petits Academy shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction decree or otherwise, and I/we agree further, that the terms of this Paragraph 9 are necessary and fundamental to the protection of the business of Montessori Mes Petits Academy and reasonable and valid and all defenses to the strict enforcement thereof by Montessori Mes Petits Academy are hereby waived by me/us. I/we will indemnify Montessori Mes Petits Academy from any and all loss, cost, damages, liabilities, actions, claims, debts, demands, and expenses (including but not limited to solicitor's fee and disbursements on and increase basis) due to Montessori Mes Petits Academy having to enforce its rights pursuant to Paragraph 9 of this Agreement.

10. If there is more than one undersigned this Agreement will bind the undersigned jointly and severally.

11. if any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

12. No waiver by any Party of any breach of any condition, covenant or agreement hereof shall constitute a waiver of any other condition, covenant or agreement.

13. This Agreement shall endure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal legal representatives, successors and assigns.

14. I/we shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

15. Any notice required to be given hereunder or any party shall be deemed to have been well and sufficiently given if delivered by hand or by courier at the address of the other party hereinafter set forth:

If to Montessori Mes Petits Academy: Unit 300 - 1046 St. Georges Avenue,
North Vancouver, BC, V7L 3H6.

If to the undersigned: The address as set forth on page 4 of this
Agreement or at such other address as any of the
respective parties may from time to time direct in
writing.

16. ALL DOCUMENTS MUST BE PROVIDED TO ADMINISTRATION BEFORE YOUR CHILD IS CONSIDERED ENROLLED IN OUR CARE AND EDUCATION PROGRAM. PACKAGES THAT DO NOT HAVE ALL REQUIRED DOCUMENTS WILL NOT BE PROCESSED.

17. I/we acknowledge having received a copy of this duly executed Agreement.

Parent(s) or guardian (s) signature: (for dual parent families, Montessori Mes Petits Academy requires both parents' signatures).

Parent or Guardian Signature _____ Parent or Guardian Signature _____

Name (print) _____ Name (print) _____

Address _____ If different _____

City _____

Postal Code _____

Home Phone _____

Business Phone _____

Cell Phone _____

Email _____

Dated this _____ day of _____ Of _____.

Montessori Mes Petits Academy (2010) Inc. Care and Education,

By Its Authorized Signatory:

Ana Romay