

NEW RENEWAL
 REPLACES ACCOUNT NO _____

ENROLLMENT AGREEMENT
PRINT CLEARLY IN BLACK INK

ACCT. NO: _____
REC'D: _____

School Name: MARS Academy Code: _____ Phone #: (240) 391 - 6421
School Address: 3521 Laurel Fort Meade Road, Laurel, MD. 20724-2013

MEMBER (BUYER) INFORMATION

Buyer: _____ SS #: _____
First Last

Address: _____ City: _____ State: _____ Zip: _____

Cell: (____) _____ Work: (____) _____ Ext. _____ Email: _____

Emergency Contact: _____ (____) _____
Name Address Phone # (Work/Cell)

Member: _____ (M/F) DOB ____/____/____ School: _____ (Grade) _____

Member: _____ (M/F) DOB ____/____/____ School: _____ (Grade) _____

Member: _____ (M/F) DOB ____/____/____ School: _____ (Grade) _____

MEMBER'S (BUYER'S) RIGHT TO CANCEL

If you wish to cancel this agreement, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to the School. The notice must say that you do not wish to be bound by the agreement and must be delivered or mailed before 12 midnight of the third business day after you sign and receive a copy of this agreement. The notice must be delivered or mailed to the School at the address shown. If you cancel, any down-payment or initial fee may not be refundable and the School may be entitled to a portion of the total agreement price. If the school goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. MARS Academy will not be responsible for any refunds. Enforcement of the Health Club Act is by the Attorney General of this State or the district attorney of the county in which the School is located. If your rights are violated, you may contact the State Bureau of Consumer Protection or your district attorney

FINANCIAL TERMS			
Complete All Terms			
Registration \$ _____	Membership Begins: ____/____/____	Program Description: _____	
Contract Price \$ _____	Membership Expires: ____/____/____	A late fee of \$ <u>35</u> will be due for any payment <u>seven</u> days past due. If not specified a late fee of \$35 will be charged 7 days past due.	
No. Payments: _____	First Payment Due ____/____/____		
Down Payment: \$ _____	Tutoring Weekly: \$ <u>50</u>	Billing Frequency: _____ Weekly _____ Bi-Weekly	
Remaining Balance: \$ _____	Tutoring Monthly: \$ <u>100</u>	(Monthly by default) _____ Monthly _____ Semi-Monthly	

METHOD OF PAYMENT			
Payment is due on the first of every month			
<input type="checkbox"/> CREDIT CARD			<input type="checkbox"/> Checking
(1 st or 15 th)	BANK NAME _____	ACCOUNT NO. _____	<input type="checkbox"/> Savings
		ABA ROUTING NO. _____	<input type="checkbox"/> MC <input type="checkbox"/> VISA
	CREDIT CARD NUMBER _____	V-Code _____	EXPIRATION (MM/YY) _____
	Name _____		

AUTHORIZATION FOR AUTOPAY BANK DRAFT/CREDIT CARD - The Buyer hereby understands and authorizes MARS ACADEMY to deduct tuition payments directly from the following bank or credit card account according to the terms of this agreement Buyer initial (Required) ____
The Buyer authorizes MARS ACADEMY to electronically deduct/process payments on or around the due date of each consecutive billing cycle according to the terms of this agreement. Buyer agrees to have funds available at least 3 days prior to due date and will pay a service charge of \$35.00 on any item presented for collection and returned for any reason. MARS ACADEMY has the sole right to modify any payment due date.

AUTOMATIC RENEWAL OPTION - If selected, upon service expiration, this agreement will automatically renew continually per the terms below with the same method of payment, due date and billing frequency at the time of expiration. MARS ACADEMY must receive written notice within 30 days of original expiration if Buyer wishes to terminate the auto-renewal portion of this agreement.

<input type="checkbox"/> MONTHLY RENEWAL*	<input type="checkbox"/> TERM RENEWAL**	Renewal Balance _____
Monthly Payment \$ _____	No. Payments _____	Monthly Payment _____
Cancellation Notice _____ Days	Renewal Term _____ (mo.)	Renewal Increase _____ %
FIRST RENEWAL PAYMENT DUE ____/____/____	Buyer Initial (Required) _____	

* If left BLANK a 30 day written cancellation notice will apply.
**Term renewal will continue to renew unless cancelled 30 days prior to the current expiration date. MARS ACADEMY may adjust the First Renewal Payment Due date as required.
Coupon book is not available on auto renewals.

I have read this agreement and understand that once it is signed by me it is a legally binding and enforceable obligation and I agree to comply with all the provisions, terms and conditions as per back of this agreement set forth. I acknowledge I have received a copy of this agreement.

ACCEPTED: SCHOOL (signature): _____ TITLE: _____ DATE: ____/____/____

BUYER (signature) _____ DATE ____/____/____ CO-BUYER (If applicable) _____ DATE ____/____/____

TERMS AND CONDITIONS

1. Our business' registration number with the State's Consumer Protection Division for Maryland is E5004 .

1.1 MEMBER FITNESS - By signing this agreement, the Member represents to the School that he/she has had an opportunity to observe and participate in the program selected by the Member prior to signing this agreement and that he/she is physically and mentally (it to take classes offered by the School in that program or any others selected by the Member.

2. UNAVAILABILITY - If the School or its facilities are substantially unavailable for use due to damage or loss by fire, accident, act of God or any other cause, the Member's program will be extended for a period of time to equal the time of loss of availability, but no refund or credit will be due the Member. The Member may cancel this agreement if the School closes for more than 30 days and the School fails to provide a comparable facility within fifteen miles of the location designated in this agreement. Upon notice of cancellation, the School shall refund to the Member all moneys paid in excess of an amount computed by dividing the full contract (cash) price, excluding any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.

3. LIABILITY WAIVER AND RELEASE - The Member understands and agrees that strict observation of (he rules and regulations relative to training, including the use of protective equipment, is required and that the use of facilities and the Member's presence at the School are at the sole risk of the Member. It is understood and agreed by the Member that martial arts involves defensive and offensive skills and training which include violent and sudden movements and that in connection with the training and instruction sessions, there will be physical contact between instructors and Members and between and among the Members themselves and that such contact may result in personal injury despite the best intentions and following adequate precautions. The Member agrees that the School and its instructors, agents, employees, operators and authorized representatives, shall not be responsible for and are hereby released from any liability, claim, loss, including loss of property, damage, personal injury, or expense incurred by a Member or anyone claiming through a Member, or related to any activity connected with the School including, but not limited to, any caused by the negligence or gross negligence of the School or its instructors, members, agents, employees, operators, or authorized representatives.

4. CLASSES / CONTACT • Scheduling and content of classes and programs and furnishing of facilities and instructors are at the sole discretion of the School and may be changed from time-to-time upon notice by the School. School agrees to furnish the Member with qualified instructors to teach and supervise classes, practice sessions and contests conducted by the School. Member understands that during the course of instruction. School instructors, authorized personnel and/or other Members will be engaged in a course of conduct requiring physical contact with the Member. He/she gives full consent to such contact as is required by the training program and classes. By signing this agreement, the Member receives membership at a greatly reduced price. If the member no longer wishes to continue or defaults on this agreement, the member may be billed at the hourly class rate of \$50.00 per class scheduled.

5. HOLIDAYS - The member understands that Classes may not be held on national or local holidays, scheduled vacations or other times as directed by the school.

6. CO-SIGNER OR CO-BUYER - The person(s) signing this agreement as a co-signer or co-buyer agrees to be jointly, severally and individually liable as if signing as the Member.

7. COMPLIANCE WITH LAWS AND REGULATIONS - All rights and obligations of the School and Member under this agreement are subject to all applicable federal, state and local laws and regulations. When in conflict of this agreement, the contents of such laws and regulations shall be deemed to expressly modify this agreement and the agreement shall be deemed reworded to incorporate such text as may be necessary in order to make this agreement in compliance therewith. The School and Member agree to continue to be bound under the modified agreement including such text and further agree that no other modifications shall be deemed made to the agreement. If any portion of this agreement shall be deemed unenforceable, no other portion shall be unenforceable. Any waiver or delay by the School or MARS ACADEMY in enforcing any right under this agreement will not be a waiver or release thereof.

8. ACCEPTANCE OF MEMBER - Upon acceptance as a Member at the School, the Member agrees to faithfully comply with all provisions, terms and conditions hereof, including all rules and regulations of the School. The School reserves the right to immediately suspend or terminate any Member from participation or enjoyment of rights under this agreement for failure to comply with rules and regulations of the School. Suspension or termination of a Member shall not entitle the Member to a refund or credit for any tuition already paid or cancel any unpaid balance due. Examination/Testing Fees may not be included in the price of this agreement.

CANCELLATION, DEFAULT OR BREACH OF CONTRACT

9. NON-CANCELLABLE - The Member understands that after the MEMBER'S (BUYER'S) RIGHT TO CANCEL expires, the Member cannot cancel this agreement and payments must be made as agreed.

9.1 You have the right to cancel this (contract/agreement/program) within three business days after receipt of a copy of this agreement. Cancellation must be in writing, and delivered in person or by certified or registered mail. If you cancel, you are entitled to a full refund of all monies paid.

10. NON-USE - The failure or inability of the Member to use the facilities, classes or services of the School for any reason, will neither relieve nor suspend the Member's obligation to make all payments required under this agreement on a timely basis, nor entitle the Member to a refund or credit of tuition.

11. DISABILITY - The Member may extend the term of the agreement at no additional cost for a period of time equal to the duration of a disability where the Member has a disability which precludes the Member from using one-third or more of the facilities for a period of less than 6 months and the disability is verified by a physician. If you become disabled for at least 3 months during the membership term and the disability is confirmed in writing by a physician, you are entitled to an extension of the (contract/agreement/program). Since we are exempt from the bonding requirement, we cannot collect payments during a member's disability extension so that we are not holding more than three months' payment in advance.

12. RELOCATION - The Members may cancel this contract upon permanently moving their residence more than 25 miles away from the school or other school with which we have an agreement to allow transfer of membership of membership privileges without additional charge. Cancellation under this section requires written proof of new permanent address, phone number, and name and address of new employer. In order to cancel your evening class membership you will be required to give 30 days written notice and pay a cancellation fee equal to the sum of 2 months of the regular full price membership. In order to cancel your After School Program membership you must give 3 weeks written notice and pay a cancellation fee of \$200 which is due at time of written notice. In the event of relocation to an area in which we have an affiliated school, we will make good faith effort to allow you the use that school; however, we do not guarantee same quality or standards of facilities or instruction.

13. CANCELLATION - To cancel this agreement pursuant to any such right contained in the agreement, the Member shall notify the School and MARS ACADEMY of cancellation in writing, by certified mail return receipt requested, or by personal delivery to the address specified in this agreement for (he School whereupon any money to be refunded upon cancellation of the agreement shall be paid by the School within 40 days of receipt of the notice of cancellation; and if the Member has executed a credit, lien or automatic funds transfer agreement with the School to pay for services, any negotiable instrument or credit or lien. agreement executed by the Member shall also be returned by the School and any automatic transfer shall be canceled within 40 days after cancellation.

14. DEFAULT - Default of this agreement shall constitute non-payment of scheduled monthly payments in excess of 90 days. If this agreement go into default, the entire contract balance may be payable upon request. An early termination fee may apply.

15. ADDITIONAL FEES - In the event this agreement goes into default or buyer breaches the terms of this agreement. MARS ACADEMY is entitled to legal fees, court costs, interest and penalties. At its discretion, MARS ACADEMY may charge an additional 20% of the outstanding debt, charge fees to cover additional legal costs associated with collection of this agreement, assign this agreement to a collection agency, and/or charge 18% annual percentage rate and penalties.