2018-2019



Multinational Instructions

You are entering into a formal and legally-binding contract. If English is not your primary language, please be sure to receive assistance in the translation of this contract. Ungena esivumelwaneni loluhlelekile ngokomthetho esihlala . Uma English akuyona ngolimi lwakho primary , sicela uqiniseke ukuthola usizo ukuhunyushwa kwalesi inkontileka ngaphambi kokusayina. Wewe ni kuingia katika rasmi na kisheria kisheria mkataba. Kama swahili sio lugha yako ya msingi, tafadhali kuwa na uhakika na kupokea misaada katika tafsiri ya mkataba huu kabla ya kusaini. Sie betreten in eine formale und rechtlich verbindlichen Vertrag. Wenn Englisch nicht Ihre erste Sprache, bitten wir Sie, Unterstützung bei der Übersetzung dieses Vertrages vor der Unterzeichnung erhalten. Si entra in una formale e contratto legalmente vincolante. Se l'inglese non è la lingua principale, si prega di essere certi di ricevere assistenza per la traduzione di questo contratto prima di firmare. Você está entrando em um contrato formal e juridicamente vinculativo . Se o Inglês não é sua primeira língua , por favor, certifique-se de receber assistência na tradução do presente contrato antes de assinar. Usted está firmando un contrato que lo compromete legalmente. Si su idioma nativo no es el inglés, por favor asegúrese de recibir asistencia con la traducción de este contrato. Veuillez noter que vous êtes en présence d'un contrat légal. Si l'anglais n'est pas votre langue maternelle, il serait préférable de vous procurer de l'assistance en terme de traduction avant de signer ce document. Vostè està entrant en un contracte i legalment vinculant . Si l'anglès no és la seva llengua materna , si us plau assegureu-vos de rebre assistència en la traducció d'aquest contracte abans de signar-lo.

Terms and Conditions This Enrollment Contract (hereinafter "Contract") is made and entered into by and between Wilson International LLC (hereinafter "Wilson") and the undersigned parent(s), legal guardian(s) and/or other individual(s) legally, financially, or otherwise responsible (hereinafter "Undersigned") for the student(s) named herein.

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WHEREAS, Wilson is a Virginia Limited Liability Company organized with the State Corporation Commission of the Commonwealth of Virginia for the purpose of providing room, board, and educational support to students of North Cross School and Roanoke Catholic School;

WHEREAS, the Undersigned are in accord with the policies of Wilson and both schools, and wish to enroll the student(s) listed herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable considerations, the parties agree as follows:

- 1. The Undersigned hereby enrolls the student(s) named herein for the 2018-19 academic year in the grades set forth hereinafter and Wilson accepts said student(s) subject to the terms of this Contract. The student(s) is (are) as follows:
- The Undersigned understand and agree that acceptance by Wilson of any student(s) named herein for the 2018-19
 academic year does not guarantee an invitation will be extended to re-enroll the student for any subsequent academic
 years.
- 3. The Undersigned acknowledge and agree that Wilson relies upon the expected enrollment of students to forecast a budget, hire staff, purchase materials, and make other financial commitments for the coming academic year. Based upon these projections, Undersigned acknowledge responsibility for the full year's fee, \$20,500 USD, and any and all fees for the 2018-19 academic year, and agree that, should Undersigned breach this Contract, fees for the full year will constitute reasonable liquidated damages sustained by Wilson and hereby release and forever waive any defense as to the validity of such damages as stated in this Contract.
- 4. The Undersigned understand and agree that the student(s) listed herein are enrolled for the entire school year and that Undersigned are obligated to pay all fees set forth in paragraph 3 of this Contract for the full academic year unless a written request for release is delivered on or before June 30, 2018 via 1) hand delivery to a qualified representative of the Admission Office at the student(s)' school; 2) United States Postal Service Certified, Return-Receipt mail or other nationally-recognized priority courier to Director of Admission of the student(s)' respective school; 3) facsimile transmission to the Admission Office of the student(s)' respective school; or 4) electronic mail to Director of Admission at the student(s)' respective school. The Undersigned understand and agree that requests for release will be considered delivered only when received and further agree that neither Wilson or North Cross School or Roanoke Catholic School is responsible for any delivery delays. AFTER JUNE 30, 2018, ALL FEES FOR THE ENTIRE 2018-19 ACADEMIC YEAR BECOME PAYABLE FOR EACH STUDENT NAMED HEREIN, WITHOUT EXCEPTION.
- 5. The separation of any student named herein after June 30, 2018, does not relieve Undersigned of the responsibility for payment of the entire year's fees. For purposes of this Contract, the term "separation" shall include, but not be limited to, withdrawal, absence, dismissal, expulsion, relocation, or any other event or circumstance which causes the student to no longer be in good standing or otherwise associated with Wilson or North Cross School or Roanoke Catholic School.
- 6. The Undersigned understand and agree that by enrolling the student(s) named herein they are making a commitment for payment of the entire year's fees.
- The Undersigned must read, understand, agree to, and sign the 2018-19 Residential Life Handbook provided by Wilson.
- 8. The Undersigned understand and agree that by enrolling the student(s) named herein, said student(s), parent(s), and guardian(s) are expected to comply with all the rules, policies, and traditions of Wilson including, but not limited to, those stated in the 2018-19 Wilson Boarding Residential Life Handbook, which is included with this document as Exhibit A. The Undersigned further acknowledge and agree that the Wilson Boarding Residential Life Handbook is

- subject to change at any time and without notice and that such changes, should they occur, will not constitute a breach of this Contract on the part of Wilson.
- 9. The Undersigned understand and agree that a positive and constructive working relationship between Wilson, the participating schools, and its students is essential to the fulfillment of Wilson's educational purpose and mission. Wilson will uphold the decision of either Roanoke Catholic or North Cross Head of School, who has the discretion to suspend or dismiss a student and/or deny enrollment or re-enrollment of a student if (i) a student's behavior or performance demonstrates an unwillingness or inability to be productive within the school community; (ii) a student, parent, guardian or other individual closely associated with a student fails to cooperate with the school or disregards or is unable to abide by the rules and regulations of the school; or (iii) the school determines that the continued involvement of a parent, host parent or guardian with the school is not in the best interests of a student or the school. The Undersigned further understand and agree that any decision of the Head of School in regard to any disciplinary matter shall be final, absolute, and determinative in all cases, and hereby expressly and completely waive any and all right to contest such decision for any reason in any forum whatsoever.
- 10. The Undersigned understand and agree that there exist certain major rules referenced in the 2018-19 Wilson Residential Life Handbook and violation of these major rules may result in immediate dismissal from the Wilson Boarding Program and either School, even on the first offense.
- 11. The Undersigned understand and agree that if action is taken by Wilson in accordance with paragraph 9 and 10 above, no portion of any annual fees for the student(s) named herein, either paid or outstanding, will be refunded or canceled by Wilson, and that the reasons set forth in paragraph 3 above justify such fees as damages sustained by Wilson as defined therein.
- 12. With recognition of the legitimate privacy of the student(s) named with herein, Wilson reserves the right to inspect, search, and/or seize any student's room, belongings, or property at any time if any Wilson staff reasonably believe that conduct violating Wilson's rules or policies has occurred, or that unlawful conduct has occurred, is occurring, or will occur.
- 13. In case of a medical emergency involving the student(s) named herein, Undersigned authorize Wilson and its staff to provide and/or obtain medical assistance in accordance with the 2018-19 Emergency Contact Form, which form shall be completed by the Undersigned and delivered to Wilson on or before August 1 of each year, and hereby release and indemnify Wilson and its directors, officers, members, employees, agents and representatives from any liability, claim, cause of action, damage, expense (including reasonable legal fees) arising out of or related to the provision of medical assistance in accordance with the Emergency Contact Form on file with Wilson. No changes to the Emergency Contact Form will be accepted by Wilson unless signed by the Undersigned and received by Wilson.
- 14. The Undersigned agree that prior to participation in any Wilson sponsored activities, health insurance is required for every student(s) named herein. The Undersigned agree to provide proof of insurance coverage, upon request by Wilson, and understand that health insurance must be maintained in order for the named student(s) to be permitted to attend class or participate in any Wilson, North Cross School or Roanoke Catholic School sponsored activities.
- 15. The Undersigned understand and agree that any international student(s) named herein are required to be covered under a major medical insurance plan recognized within the United States and that proof of this insurance must be presented and on file prior to the student(s) attending class. A Student Accident Insurance Plan is available at Undersigned's expense, but is made available only as an extension of, and is in no way meant to replace, a major medical plan.
- 16. The Undersigned understand and agree that Wilson has the discretion, based on the advice of an appropriate healthcare provider, to restrict a student from the dormitory who has been diagnosed with a contagious and/or communicable disease in order to avoid any possible risk of contagion.

- 17. The Undersigned understand and acknowledge that Wilson does not carry insurance on any personal belongings of the Undersigned or the student(s) named herein and hereby agree to release Wilson of any responsibility for the loss or damage from any cause to such belongings.
- 18. The Undersigned hereby give Wilson, its agents, employees, legal representatives, licensees and assigns the absolute and irrevocable right to use the name, photograph, image, audio recording, and/or likeness (collectively "Images") of the student(s) named herein, in whole or in part, individually or in any and all media, and for any purpose including, but not limited to, internal or external school publications, media, promotion, editorial, and advertising. The Undersigned understands and agrees that Wilson cannot control the use of the Images by persons not associated with Wilson once the Images have been published. The Undersigned hereby waive the right to inspect or approve any publication or other use of the Images by Wilson and hereby give voluntary and irrevocable consent for such use and hereby relinquish all rights, title and interest in the Images and further release and discharge Wilson from any and all claims and demands arising out of or in connection with the use of the Images including, but not limited to, any and all claims for libel or violation of any right of publicity or privacy. The Undersigned understand, acknowledges and agrees that this waiver shall continue until such time that a written request is delivered via electronic mail to Stephen@WilsonBoarding.com. The Undersigned understand and agree that such request shall be considered delivered only when received and further agree that Wilson is not responsible for any delivery delays.
- 19. The Undersigned agree to protect, indemnify and hold harmless Wilson, its agents, employees, legal representatives, licensees and assigns from any liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, but not limited to, reasonable attorney's fees and expenses) for any actions that may arise as a result of this Contract, including liability for any action(s) caused by the Undersigned or the student(s) named herein, or in connection with the named student(s) participating in any Wilson sponsored activities, except to the extent caused by the gross negligence of Wilson.
- 20. The Undersigned understand and agree that the student(s) named herein will be required to vacate the dormitory during times in which the named student(s)' respective schools are scheduled to be closed for more than four or more consecutive days.
- 21. The Undersigned understand that the dormitory will be completely closed and not operational during Thanksgiving, Winter Break, and Easter and the student(s) named herein must vacate the dormitory.
- 22. The Undersigned understand and agree that Wilson reserves the right, in its sole discretion, to modify, suspend, or cancel its duties and obligations under this contract or otherwise, immediately and without notice, during periods that Wilson is closed because of force majeure events. These include, but are not limited to, any fire, act of God, war, governmental action, act of terrorism, epidemic, pandemic, natural disaster, or any other event that is beyond the control of Wilson. If such an event occurs, Undersigned further understands and agrees that Wilson's duties and obligations under this Contract will be postponed until such time as Wilson, in its sole discretion, may safely reopen and that no portion of any fees for the student(s) named herein, either paid or outstanding, will be refunded or canceled for such period of time.
- 23. The Undersigned understand and agree that this Contract is made by and between the parties herein and that rights and obligations, including, but not limited to, deposits, tuition and fees are non-transferable between the parties or to parties not a part of this Contract.
- 24. Any notice, demand, request, approval, consent or other communication (collectively referred to as a "Notice") concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other party at the address set forth below: Any Notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; (ii) certified mail return receipt requested, in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office or official depository; or (iii) sent by facsimile (and electronic receipt was received) or sent by electronic mail. Any party may change any

address for the delivery of Notice to such party by giving Notice in accordance with the provisions of this Section. The

- 25. In the event Undersigned breaches any of the terms and conditions contained herein, Undersigned herby agree that: a. a breach will accelerate any remaining amounts due and owing for the balance of the Contract; b. this Contract shall be construed under the laws of the Commonwealth of Virginia existing at the time of the signing of this Contract; c. if any portion of this Contract shall be deemed unenforceable, the remaining portions shall survive; d. venue for any action to enforce this Contract, either through arbitration (where allowed under the terms of this Contract) or through litigation (where allowed under the terms of this Contract) shall be in the appropriate court in the City of Roanoke, Virginia; e. in any arbitration or litigation of this matter as allowed by this Contract, if Wilson substantially prevails, the Undersigned will pay all attorney fees and costs of Wilson; f. all disputes arising under this Contract, EXCEPT actions relating to Wilson's attempt to collect past due fees shall be resolved by binding arbitration to be conducted by a retired judge or other certified or qualified individual agreed upon by the parties.
- 26. In addition to the remedies afforded Wilson by this Contract, the Undersigned understand and agree that if Undersigned breaches any term or condition of this Contract or if the student(s) named herein are not in good standing, financially or academically, Wilson shall have the following remedies:
 - a. barring of the student(s) from dormitory;
 - b. bar the student(s) from re-enrollment;
 - c. bar the student(s) from participating in extracurricular activities including, but not limited to, school-sponsored clubs, athletics, events, field trips and travel abroad;

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ENDORSEMENT

The electronic signature(s) submitted below will be treated as physical, handwritten signature(s), DEMONSTRATING THE UNDERSIGNED'S/UNDERSIGNEDS' ASSENT TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS AND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT. By endorsing this Contract, Undersigned hereby declare that all information provided herein and in any referenced forms and/or documents is true, accurate, and complete; that any false or misleading information given or any omitted information significant to the completion of this Contract or accompanying form(s) and/or document(s) submitted at any time in accordance with such form(s) or document(s) may result in remedies or actions including, but not limited to, the discharge of the student(s) named herein from NCS or RCS; that we have read, understand, and hereby agree, without reservation, duress, or coercion, to the terms and conditions of this Contract and any forms and/or documents referenced herein.

WILSON:	
	WILSON INTERNATIONAL, LLC
Date:	ByIts
PARENT/LEGAL GUARDIAN:	
Date:	Print Name:
Date:	
	Print Name: