

This Enrollment Contract is entered into by and between Benchmark Young Adult School, Inc., the Student indicated herein and the Parents and/or Financial Sponsors of said Student. This agreement shall be binding upon the parties and shall be construed and governed by laws of the State of California.

Student's name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Parent/Financial Sponsor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home phone: \_\_\_\_\_ Work phone number: \_\_\_\_\_  
Cell phone: \_\_\_\_\_ Fax number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## AGREEMENT

1. Financial Sponsor, (parent/guardian) agrees to purchase the Benchmark Young Adult School personal growth and independent living program for the Student named herein, and is committed to maintaining enrollment in said program for no less than 12 months.
2. Financial Sponsor agrees to commit to the completion of the entire program, with graduation from the Benchmark program being the ultimate goal for both the Student *and* the Financial Sponsor.
3. Financial Sponsor agrees to pay all fees set forth within this Enrollment Contract, including incidental fees.
4. Financial Sponsor has selected a payment plan: Plan A \_\_\_\_\_ Plan B \_\_\_\_\_ or Plan C \_\_\_\_\_  
(See Tuition, p. 6)
5. Financial Sponsor understands that in the event that the Student does not complete all phases of the program by the end of the minimum 12-month contract, tuition will be paid at the monthly rate (specified herein, see Tuition, p.6) until said Student has completed his/her program.
6. Financial Sponsor understands that if said Student requires longer than 18 months, Benchmark will reduce their fees to facilitate the Student's completion. Fees will be determined at that time.
7. Financial Sponsor understands and agrees that any pre-paid tuition, regardless of payment date or payment plan, is NOT to be pro-rated OR refunded.
  - a. Should the Student leave Benchmark prior to his/her completion of the minimum 12-month program, Financial Sponsor and the Student understand and agree that Benchmark will NOT provide reimbursement for the remaining unused days within the current contract period, nor will Benchmark refund any portion remaining in the Student Revolving Fund (SRF.)
  - b. Financial Sponsor and the Student understand and agree that prior to terminating said Student's program, they will discuss any concerns fully with Benchmark staff to seek reasonable resolution. IF no resolution is found, and should the Financial Sponsor terminate the Student's program prior to the completion of the minimum 12-month contract, Benchmark will NOT refund any portion of the paid contract or any portion remaining in the Student Revolving Fund (SRF.)
  - c. Financial Sponsor and the Student understand and agree that they will make every effort to support Benchmark and the Student in the completion of said Student's program and should the Student leave prior to the completion of the minimum 12-month contract, Financial Sponsor will make every effort possible to promote the Student's return to Benchmark.
  - d. Financial Sponsor and the Student, understand and agree that upon completion of their program, Benchmark will pay the balance, if any, of the SRF to the Student or Financial Sponsor following their graduation, as directed by the Financial Sponsor.
8. Tuition includes, but is not limited to: room and board, the Benchmark Young Adult School curriculum of personal growth and independent living, high school education (if applicable.)

## AGREEMENT, CONTINUED

9. Financial Sponsor agrees to pay and maintain the Student Revolving Fund (SRF.) The fund must begin with a balance of \$3,000 and must be replenished each month. The SRF is a revolving account through which incidental expenses will be paid.
  - a. Examples of incidental expenses include, but are not limited to: college tuition, and books, vocational classes, technical training, tutoring, career assessment, alternative programs, medical expenses, (including Rx), drug screening, in-patient/out-patient and individual therapy (insurance may provide for these potential costs,) trips and outings, physical fitness/club memberships, bus passes and transportation, allowances, bicycle, clothing, wilderness/camping gear and repairs for any damages caused by said Student to Benchmark properties.
10. Financial Sponsor understands and agrees that Benchmark Young Adult School is a minimum 12-month, voluntary, emotional growth and independent living program. As such, our program focuses on personal growth, academic and/or vocational growth, the world of work, and independent living skills.
  - a. Financial Sponsor agrees to assist Benchmark by attending mandatory parent seminars, participating in weekly phone calls with the Student, and monthly phone calls with the staff.
  - b. Financial Sponsor understands and agrees that Benchmark reserves the right to secure additional behavioral health services for the Student. Examples include, but are not limited to: outside therapists, psychologists, in-patient or out-patient recovery, hospitalization or by utilizing alternative Benchmark programs such as "Time Out." Unless these fees are covered by insurance, the costs will be charged to the SRF.
  - c. Financial Sponsor understands and agrees to use the outside professionals that Benchmark selects, regardless of insurance restrictions.
11. All Students must have their own health insurance and it is the responsibility of the Financial Sponsor and/or the Student to provide this at their expense.
  - a. Financial Sponsor must provide proof of insurance at the time of enrollment.
  - b. Financial Sponsor agrees to pay all of the Student's uninsured health expenses.
12. Benchmark asserts the following:
  - a. We will make every effort with the Student to facilitate the completion of the program within the minimum 12-month time frame.
  - b. Because we are dealing with individuals who often have a variety of goals and ambitions different from those of their parents and/or our curriculum standards, we are unable to guarantee any results, other than our diligent efforts to assist this young person to make positive changes in his/her life.
  - c. **EXPULSION POLICY:** Should all efforts fail to get the desired results from our program standards, and the student's behavior warrants expulsion, Benchmark will not refund any tuition that has been pre-paid prior to expulsion. Benchmark will not expect the financial sponsor to pay for any further unused months that may be left in the program.
  - d. Benchmark is not responsible for lost, stolen, or damaged items.
13. If it becomes necessary to refer this Account or Agreement for collection, Benchmark Young Adult School, Inc. shall be entitled to all costs and fees associated.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent /Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RELEASE INFORMATION

### PHOTOGRAPH AND AUDIO RECORDING AUTHORIZATION

The Student/Parent/Financial Sponsor agrees that Benchmark Young Adult School will be permitted to take a variety of photographs (including but not limited to audio recordings, video, still and digital images) throughout the duration of the Student's Benchmark experience. These images are utilized exclusively for Benchmark Young Adult School business purposes. All images taken of our students, staff, curriculum and activities remain the property of Benchmark Young Adult School and will be utilized solely at the discretion of Benchmark Young Adult School.

The Student/Parent/Financial Sponsor hereby agree to the Student's full participation in all activities and programs conducted by Benchmark Young Adult School and consent to his/her participation in photographic images, audio recordings, video, still and digital images. The Student consents to the use of his/her image in the production and release of student memory books and photo albums, annual presentations, graduation ceremonies, collateral print materials and web-site display without any compensation and waives his or her right, real or implied, of publicity in connection therewith. Benchmark Young Adult School agrees to maintain stringent professional guidelines with regard to the use of photography. Benchmark further agrees that should a student's picture be utilized on collateral print materials or web-side display, efforts will be made to ensure the privacy rights of said student. Benchmark will not be held responsible for any unauthorized use of images obtained without express consent from Benchmark.

### PHYSICAL FITNESS RELEASE

The Student/Parent/Financial Sponsor agree that the Benchmark Young Adult School curriculum offers various physical and recreational activities as components of the program. Certain vocational activities may also be somewhat strenuous. Students will be encouraged to participate in physical fitness, recreational, vocational and other related activities.

The Student/Parent/Financial Sponsor hereby consents to the Student's participation in all activities and programs conducted by Benchmark Young Adult School, and releases Benchmark Young Adult School, Inc., its agents, employees and officers, from all claims, demands, action, judgments and executions which the undersigned may have against Benchmark (et al), for all personal injuries, known or unknown, and injuries to property, personal or real, caused by or arising out of the Student's participation in the related activities and programs. This release and discharge further extends to any injury caused as a result of the Student's decisions or actions, made while enrolled as a Student or not.

### RESEARCH AUTHORIZATION

The Student/Parent/Financial Sponsor hereby authorizes Benchmark to use data from the Student's records, tests and assessments for purpose of ongoing research, providing that the Student's name, identity and personal information will be kept and maintained as confidential and not used in any way in published materials

**I, the undersigned, have read this consent and release, understand all of its terms and I execute it voluntarily.**

Student's Name: \_\_\_\_\_ Student's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Parent/Sponsor Signature: \_\_\_\_\_

Benchmark Young Adult School Representative : \_\_\_\_\_

Financial Sponsor understands and agrees that this Enrollment Contract is a legal and binding authorization for payment for the Benchmark Young Adult School curriculum. By signing this instrument, Financial Sponsor agrees to each item enclosed herein.

## LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release executed by \_\_\_\_\_(Student) and by \_\_\_\_\_(Parent / Financial Sponsor) for Benchmark Young Adult School, located at 1971 Essex Ct., Redlands, CA 92373 and for the Benchmark State Street Apartments, located at 850 W. State St., Redlands, CA 92373.

In consideration of the Student being permitted to participate in any Benchmark "Activity" (including but not limited to, activities, utilization of property, facilities, staff, equipment and services) of Benchmark Young Adult School (Benchmark), we (Student and/or Parent/Financial Sponsor) do release, waive, forever discharge, and covenant not to sue Benchmark, its Board of Directors, officers, agents, employees, family members and any Students, from and against any and all liability for any harm, injury, illness, damage, claims, demands, actions, causes of action, costs, and expenses of any nature the Student may have or which may hereafter accrue to Student, arising out of or related to any loss, damage, illness or injury, including but not limited to suffering death, that may be sustained by Student or by any property belonging to the Student, whether caused by negligence or carelessness of the Releasees, or otherwise, while Student is in, on, upon, or in transit to or from the premises where any Benchmark Activity, or any adjunct to the Activity, occurs or is being conducted.

In further consideration of the Student being permitted to enter Benchmark facilities for any purpose or use of the facility or its equipment and services in any way, the undersigned hereby agrees to the following conditions:

Benchmark is NOT responsible for any loss of or damage to any of the Student's property. The Student is fully responsible for his/her property at all times.

The Student and Financial Sponsor further acknowledges that he or she is aware of the inherent dangers and of the basic safety rules for all activities conducted within or upon Benchmark's facilities.

The Student and Financial Sponsor hereby agree to release, waive, discharges and covenants not to sue, indemnify and save and hold harmless Benchmark Young Adult School, its officers, agents, employees family members and any students from any loss, liability, damage or cost, claim or demands therefore on account of injury to the person or property of resulting in the death of the Student, whether caused by the negligence of Benchmark or otherwise, while the Student is in, upon, about or using the facilities or equipment of Benchmark.

We further agree that this Release shall be construed in accordance with the laws of the State of California. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

I, \_\_\_\_\_(Student) further state that I am \_\_\_\_\_(age), and am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration herein. This Agreement is fully intended for myself, for all members of my immediate and/or extended family, estate, heirs or potential heirs, administrators, personal representatives, or assigns, to be bound by the same Agreement.

IN WITNESS HEREOF, we have executed this release this \_\_\_\_\_(date).

### **THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.**

Parent/Financial Sponsor \_\_\_\_\_ Parent Representative \_\_\_\_\_

Student \_\_\_\_\_ Benchmark Witness \_\_\_\_\_

## CLAUSE FOR UNDERAGE APPLICANTS

\_\_\_\_\_ APPLICABLE \_\_\_\_\_ NOT APPLICABLE

1. Benchmark and Financial Sponsor agree that said Student is currently not yet eighteen years of age.
2. Until the Student's birthday, which is \_\_\_\_\_, Financial Sponsor agrees to enroll \_\_\_\_\_ in the Benchmark program, and Benchmark accepts the Student in our young adult program.
3. Each party, including the Student, agree that said Student will be regarded as an adolescent until the Student's 18th birthday.
4. Financial Sponsor understands and agrees that Benchmark will use all precautions so that no harm comes to any under age student.

It is further declared that both Financial Sponsor and the Student will agree to hold Benchmark Young Adult School, Inc., including its staff and any subsidiaries, NOT responsible if the Student is harmed as a result of usual and customary standards of practice, by ways and means beyond our control, or if the Student, by his or her own actions and free will, causes harm to self or others.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent /Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Benchmark Representative: \_\_\_\_\_ Date: \_\_\_\_\_

### BENCHMARK YOUNG ADULT SCHOOL

#### Mailing Address

25612 Barton Rd., #286  
Loma Linda, CA 92354

#### Education Center

1971 Essex Ct.  
Redlands, CA 92373  
Office: 909-307-3973  
Fax: 909-793-5090



# BENCHMARK YOUNG ADULT SCHOOL TUITION

Annual Tuition (non-refundable): \$55,500  
Student Revolving Fund (must be maintained): \$3,000  
Application Fee: None / Interview Fee: None

## PAYMENT PLANS

### **Plan A – Annual Payment**

\$52,725 due upon enrollment  
(5% discount of annual tuition - when paid in full at enrollment)  
\$4,600 per month after 12 months  
**No refunds** after 5th day of enrollment

### **Plan B – Semi-Annual Payments**

\$27,195 due upon enrollment  
\$27,195 due the 1st day of the seventh month  
(2% discount of semester tuition - when paid in two installments)  
\$4,600 per month after 12 months  
**No refunds**

### **Plan C – Trimester Payments**

\$18,500 due upon enrollment  
\$18,500 due the 1st day of the fifth month  
\$18,500 due the 1st day of the ninth month  
\$4,600 per month after 12 months  
**No refunds**

### **NO REFUND POLICY**

Under this agreement, Benchmark Young Adult School is entitled to full payment and retention of all fees and tuition, either paid or due and payable, regardless of the duration of the student's enrollment. Due to Benchmark's fixed costs and the impossibility of filling the Student's position once the program is underway, as well as the difficulty of estimating and recovering Benchmark's losses should the Student or Financial Sponsor terminate or withdraw from enrollment, the Student, Financial Sponsor and Benchmark agree that this is entirely a NON-REFUNDABLE program fee and tuition policy that constitutes a fair and reasonable estimate of costs and or losses.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent /Financial Sponsor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **CREDIT CARD AUTHORIZATION**

Please process the following payment for:

Annual Tuition – \$55,500 (all plans are non-refundable)

\_\_\_\_\_ Plan A – Annual Payment \$52,725 due upon enrollment (5% discount)

\_\_\_\_\_ Plan B – Semi-Annual Payment \$27,195 due upon enrollment (2.5% discount, balance due on the 1st day of the seventh month)

\_\_\_\_\_ Plan C – Trimester Payment \$18,500 due upon enrollment (\$18,500 due upon 1st day of fifth month and \$18,500 due upon 1st day of ninth month)

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Amount to be charged \$ \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

Credit Card Authorization Signature: \_\_\_\_\_