O2B KIDS!

☐ EFT Change/Update ☐ Information Update ☐ New Enrollment

Referred by: _____

Child Information

Child _____ Age ____ Birthday _____ ☐M ☐F School _____

Custody: ☐Mother ☐Father ☐Both ☐Other _____ Child lives with _____ Grade ____

Primary Caregiver

Primary Caregiver _____ (Mom / Dad / Legal Guardian) Circle One

Address _____ Caregiver Birthday (Month/Day): _____

City _____ State ____ Zip _____ Employer _____

E-mail _____ Phones Home( ) _____ Work ( ) _____ Cell ( ) _____

Caregiver Contacts

Your child will be released only to the custodial parent or legal guardian and the persons listed below. The following people will also be contacted and are authorized to remove your child from O2B Kids in case of illness, accident, or emergency if for some reason the custodial parent or legal guardian cannot be reached.

1. _____
Name Relationship to child
Phones Home( ) _____ Work ( ) _____ Cell ( ) _____

2. _____
Name Relationship to child
Phones Home( ) _____ Work ( ) _____ Cell ( ) _____

3. _____
Name Relationship to child
Phones Home( ) _____ Work ( ) _____ Cell ( ) _____

4. _____
Name Relationship to child
Phones Home( ) _____ Work ( ) _____ Cell ( ) _____

Medical Information

By signing this agreement, I hereby grant permission for the staff at O2B Kids to contact the following emergency medical personnel to obtain emergency medical care if warranted.

Doctor _____ Phone _____

Dentist _____ Phone _____

Hospital Preference:

Please list allergies, special medical or dietary needs, and any other helpful information about your child:

_____

_____

Programs

I would like to register my child for: _____ Location: _____

☐ Membership Start Date _____

☐ Preschool Classroom _____ Schedule _____ Start Date _____

☐ Afterschool School Name _____ Start Date _____

Group: _____

☐ Beforeschool School Name _____ Start Date _____

☐ Summer Camp Weeks (check all that apply) ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11 ☐12

☐ Birthday Party Date _____ Time _____ ☐ Parent Night Out Date _____

Payment Authorization

Billing Schedule:

☐ **Weekly** *Each Friday for the next week

☐ **Bi-Weekly** *Every other Friday

☐ **Monthly** *25th of each month for the following month

Enrollment Fee:

Total Recurring Program Payment:

* Your billing amount may be different if you are enrolled in a program for only part of a billing cycle, if additional purchases are made, or if there are changes to your agency assistance funding.

Total Due Now:

Initial EFT Withdrawal Date:

Family Orientation

- ○ I have received the Parent Handbook including discipline, expulsion, food & nutrition policies.
- ○ I have completed Orientation as described in the Parent Handbook.
- ○ FLORIDA FAMILIES: I have received the "Know Your Child Care Facility" and "Influenza Virus" Brochure.
- ○ My child has permission to participate in Food Related activities (like Special Events).
- ○ Any allergies or special medical or dietary needs are included on this form.
- ○ I give permission for staff to apply sunscreen to my child.
- ○ I give permission for staff to apply bug spray to my child.
- ○ FLORIDA FAMILIES: I have received the "Distracted Adult" Brochure.
- ○ AFTERSCHOOL & SUMMER CAMP: My child may participate in Field Trips.
- ○ PRESCHOOL: My child may participate in Field Trips within the facility.

One Week Program Cancellation

A one week written notice prior to your billing date is required to cancel any O2B Kids Program. Discontinuing a premier program does not cancel the Membership. All accounts must be current at the start of the final week.

Account Information

☐ Use Existing Account on File OR ☐ Create New Payment Profile

EFT ☐ Checking OR ☐ Savings Account Holder's Name _____

Bank Name _____ Account# _____ Routing# _____
(last 4 digits only please)

EFT Credit or Debit Card

Name on Credit Card _____ Account# _____ Expires _____ CVV _____
(last 4 digits only please)

Billing Address for Card: ☐ Same as Primary Caregiver or _____

*Security of your payment information is important to us! Please check one of the 3 boxes below to let us know how you prefer to verify your account information.

☐ By phone _____ ☐ Parent Portal - I will log in to update my information at myo2bkids.com ☐ In person

Bill to Account ☐ This option allows you and your child to make purchases at O2B Kids which will be billed on your regularly scheduled billing day.

Authorization Agreement for Automatic Billing (EFT Debits)

I hereby authorize O2B Kids to initiate debit entries for my dues or for any outstanding past due balance, and to initiate if necessary, credit entries and adjustments for any debit entries in error to my checking, savings, or charge card account named above, which may be processed through a third party known as Authorize.net. I understand that tuition for premier programs may change, and I authorize the appropriate amount to be withdrawn accordingly. I acknowledge that the origination of EFT transactions to my account must comply with the provisions of the U.S. Law. Debits will continue until my program is canceled in writing providing a one week written notice. During the cancellation period, all scheduled payments will be debited from my account.

Waiver and Release

I (the Primary Caregiver) acknowledge, understand and agree that I, Child/Children identified herein, Caregivers or Guests may engage in activity which could cause injury. We are voluntarily participating in these activities and I assume all risks of injury that might result at any location, on or off site. I hereby agree to waive any claims or rights I, Child/Children, Caregivers or Guests might otherwise have to sue the Company, its employees or agents. I have carefully read this waiver and fully understand it is a release of liability.

I verify that all information on the enrollment form is complete and accurate. I agree to adhere to the policies of O2B Kids and the payment schedule established for the programs and services. I give consent for Child/Children's full participation in all O2B Kids activities.

In WITNESS WHEREOF, the Buyer and the Company have executed this Membership Agreement on _____.
Date

By: _____
Employee Signature, on behalf of the Company

Sign Here _____
Signature of Primary Caregiver, Individually and as agent

1. CONTACT INFORMATION: If you have questions about these policies please call the O2B Kids Business Office at 352-338-9660 or send an e-mail to thebuzz@o2bkids.com.

2. PRIVACY: We respect your privacy. O2B Kids takes seriously the privacy interests of consumers.

We do not acquire any more information about consumers than is required by law or is otherwise necessary to provide a high level of service efficiently and securely. We take all reasonable steps to ensure that any information that you provide us, including financial information and credit card numbers, is stored securely. We make access to privacy-sensitive information subject to rigorous procedural and technological controls, consistent with legal requirements and the demands of customer service. We train our employees about the importance of privacy. We give access to information about consumers only to those employees who require it to perform their jobs.

We will provide individually-identifiable information about consumers to third parties only if we are compelled to do so by order of a duly-empowered governmental authority, we have the express permission of the consumer, or it is necessary to process transactions and provide our services. If we make our technology or services available to business partners, we will not share with them any more consumer information than is necessary, and we will make every reasonable effort to assure, by contract or otherwise, that they use our technology and services in a manner that is consistent with this Privacy Policy. We won't sell your data to a third party.

3. MEMBERSHIP RULES AND REGULATIONS: The Primary Caregiver Contact (PCC) and Member agree to keep and obey all rules and regulations now in force or in the future prescribed by the Company or its associated facilities. These rules are subject to change. PCC and Member understand and agree that the Company may revoke this membership because of a breach of this Agreement, or because of a failure by the PCC or Member to obey the rules and regulations, or because of any activity by the PCC or Member in using the facilities and services which creates a nuisance, disturbs other members, or constitutes an act of moral turpitude or fraud.

4. CONTINUATION OF SERVICE: Except as prevented by act of God, war, strike and other cause beyond its control, Company shall during the term of Member's membership, maintain its facilities and the supervision thereof substantially as at the date of this Agreement. Company reserves the right and privilege at any time hereafter to close any of its facilities or alter its hours of operation, and the privileges and rights granted to Member herein to use the facilities and equipment shall not be understood to mean that Company guarantees to maintain any particular location or all of its existing facilities, classes, and service offerings. Classes and equipment are available subject to demand and may be crowded at peak hours. Classes may be offered seasonally or be discontinued or times changed if demand fluctuates.

5. PREMIER SERVICES: Some premier services including but not limited to Preschool, Drop-Off Care, Afterschool, Beforeschool, Summer Camp, Birthday/Theme Parties, Parent Night Out, Class Fees and Private Tutoring are not part of the Membership Program. Additional fees may be required for Premier Programs.

6. HOURS OF OPERATION: O2B Kids operating schedules and hours may be changed from time to time. O2B Kids may be closed on holidays. All schedule changes will be posted.

7. LOST AND FOUND: O2B Kids will not be held responsible for lost, damaged or stolen articles. We highly recommend that you leave all valuables at home. O2B Kids maintains a lost and found area; however, we cannot guarantee the security of these items. Items left over 14 days will be used or given to charity.

8. FIELD TRIP AND TRANSPORTATION PERMISSION: School age children may participate in off-site field trips. Field trip dates, times and locations will be posted in advance. This signed agreement gives permission for participation in those field trips, including transportation for off-site field trips, as well as permission for transportation for Afterschool and Beforeschool transportation.

9. PRESCHOOL REQUIREMENTS: Florida Administrative Code Section 65C-22.006(2) requires a current physical examination (Form 3040) and immunization record (Form 680 or 681) within 30 days of enrollment.

Florida Statute 402.3125(5) requires that parents receive a copy of the Child Care Facility Brochure, "Know Your Child Care Center" if enrolling for preschool. PCC signature on this Waiver acknowledges receipt of that brochure.

Florida Administrative Code Section 65C-22.006(4)(c)(2) requires that parents enrolling for child care are notified in writing of the disciplinary practices used by the child care facility, and that information is contained in the Parent Handbook. PCC signature on this Waiver acknowledges receipt of the Parent Handbook.

10. MISCELLANEOUS: Management reserves the right to alter or amend these rules or change the fees at any time. Management also reserves the right to alter or adjust the equipment in its facilities at any time.

Guest Privileges: Circumstances permitting, Members may have friends attend as guests. The Company reserves the right to impose a guest charge equal to the General Admission fee. All guests must be under the supervision of our staff. PCC and Member agree to indemnify the Company, its affiliates, agents and employees against any and all liability incurred by them to any person brought into the facility as a guest.

No Competing Business: It is prohibited for any PCC, Member or Guest to conduct any commercial business or activity, or solicit any business competitive with that of the Company (including one-on-one instruction services), from the O2B Kids premises without the prior, express, written consent of management. The Company will seek to recover any revenues received by PCC, Member or Guest in violation of this policy and attorney's fees and court costs incurred in that regard. It is prohibited for any PCC, Member or guest to purchase or subscribe to any such prohibited business activity.

Damage of Facility Property: Any PCC, Member or Guest who negligently damages property of the Company will be charged the cost of replacement or repair of the damaged property, at the Company's discretion.

11. ASSIGNMENT OF MEMBERSHIP: This Agreement may be assigned by Company and, if so assigned, the words "Company" will also mean the company to which this Agreement is assigned or transferred. If this Agreement is assigned for purposes of collecting amounts due hereunder, the Assignee shall have and be entitled to exercise any and all rights and powers of Company hereunder, but (notwithstanding anything in this Agreement to the contrary) Assignee shall not be chargeable with any obligations or liabilities of Company hereunder or with respect thereto. In the event of assignment, Company reserves its rights to assert any defenses it has or may have under this Agreement or with respect thereto.

12. MEMBERSHIP TRANSFER: Memberships are not transferable. Since this membership is not transferable, neither PCC nor Member may sell, assign, or transfer this Agreement, membership in O2B Kids, or any other right or privilege. Any such attempted sale, assignment or transfer shall be null and void.

13. RIGHT TO CANCEL: You must notify the Company of your intent to cancel by written notice to the Company. If you cancel the Agreement, the Company may keep only a portion of the Agreement price equal to a pro rata portion of the total price representing the proportion of services used or completed when the notice of cancellation is received, plus the cost to the company of any related goods which you have consumed or retained.

14. PAYMENT INFORMATION: The PCC affirms that he/she is authorized to use the checking, savings, or charge card account provided. The PCC is responsible for all charges to the account for goods and services provided and agrees to make payment for same. Even if the PCC receives financial assistance from a government agency such as the Early Learning Coalition, Episcopal Children's Services, or NACCRA, the PCC is ultimately responsible for all charges to the account for goods and services provided and adjustments will be made to the account as needed.
TUITION PAYMENTS: Tuition can be paid weekly, biweekly or monthly. For the convenience of our families, payments are evenly divided throughout the school year. Tuition payments are the same each billing cycle, and are not adjusted based on a child's attendance or dates we are open.

Tuition for Preschool, Afterschool and Summer Camp is not taxed. Membership fees and retail purchases are taxed at the then-current rate. Enrollment Fees, Late Fees, Returned Check Fees and cafe purchases include any applicable tax.

15. LATE FEE: A $20.00 Late Fee will be assessed to all past due accounts.

16. DEFAULT: You will be in Default if you breach any of this Agreement's terms or conditions, or if you fail to pay any installment within 30 days after the date when such installment is due, or if you repudiate this Agreement in writing. If you are in Default, your Membership or premier service privileges may be denied. The acceptance of any payment after default will not release Buyer from any other obligations under the Agreement. Should Default be made, the company may at its option declare all unpaid installments due (less that portion representing unearned finance charges) immediately due and payable together with all costs of collection including reasonable attorney's fees and court costs. In the event of default in the payment of amounts due under this Agreement, the undersigned agrees that the entire remaining balance shall bear interest from the date of default of the lesser of 18% APR or the highest rate allowed by law.

17. RETURNED CHECKS: A $30.00 fee or the maximum amount permitted by law (including the expenses incurred by Company in connection with the collection of any returned check or other item) will be charged for any returned check or other item such as ACH transactions (electronic bank drafts).

18. ADD-ON RATE: An add-on membership reverts to the full membership rate if only one child in a family remains as a Member.

19. BONUS TIME: To the extent that you are provided with membership privileges for which no charge is imposed in connection with a sale, promotion or otherwise, it is agreed between the parties that such time shall be deemed bonus time, and failure to use the said "bonus time" for any reason whatever does not entitle Member to any cash refund. All bonus time will be added to the expiration date.

20. RENEWAL DUES: Dues charges and payments shall continue regardless of use until PCC notifies Company in writing that PCC wishes to terminate this membership or program enrollment. Company must receive 1 week advance written notice of termination. Child may continue to use the O2B Kids facilities while the account is in good standing. Regardless of such termination, any outstanding fee must be paid in full. No deduction or allowance from any payments shall be made by reason of the absence of Child from O2B Kids, or by reason of Child's failure to attend or use O2B Kids.

21. MEMBER INACTIVE STATUS: Members are allowed to put their membership on inactive status indefinitely for a $9 per month charge that is payable by EFT while the membership is inactive. One week written notice to the Company is required to begin and end the inactive status.

22. WAIVER AND RELEASE: You, the Primary Caregiver, release, indemnify and hold harmless O2B Kids, its owners, members, advisors, and all employees and agents of these parties from all liabilities, suits, claims and/or demands of any kind, legal or financial, arising from participation in or observation of activities, on or off site.

23. PHYSICAL CONDITION: It is always advisable to consult your physician before undertaking any physical activity. The Company will make no evaluation or recommendation whether You, Child/Children, Caregivers, or Guests are sufficiently fit for any active or passive activities. PCC and Member warrant, represent and agree that PCC, Child/Children, Caregivers, and/or Guests are in good physical condition and have no disability, impairment or ailment preventing them from engaging in active or passive activity or that will be detrimental or inimical to health, safety, comfort, or physical condition of self or others. PCC represents that PCC, Child/Children, Caregivers, and/or Guests will not use the facility with any open cuts, abrasions, infections, maladies, or contagious sickness with the potential of harm to others, or otherwise in accordance with public health requirements. The management shall have the final determination in this regard.

24. MARKETING RELEASE: You (the PCC) consent to the taking and use by O2B Kids of the name, voice and/or photograph, still or moving, of a Child, Caregiver, and/or Guests. These pictures or videos may be displayed in the classroom or school as part of the curriculum, may be shared with families through the Honeycomb parent communication site, and also may be used by O2B Kids in newsletters, the website, or on social media. If you ever have questions or concerns about pictures or video of your child, discuss it with an O2B Kids Director or Supervisor. O2B Kids will make every effort to remove pictures that are of concern. If a picture or video of your child is planned for advertising or commercial purpose, O2B Kids will ask for parents' consent prior to use.

25. COMPLETE AGREEMENT: This Agreement constitutes the entire and exclusive agreement between the parties. Any promised representations, understandings and/or agreements pertaining directly or indirectly to this Agreement which are not contained herein, are hereby waived. This Agreement may be modified only by an instrument in writing; however, Company or assignee of this Agreement is hereby authorized to correct patent errors in this Agreement (and in other documents, if any, executed in connection herewith). At Company's option, this Agreement shall be null and void if it is not completed by Company's employee in accordance with Company's then current price and payment programs. No change to any printed term in this Agreement shall be valid.

26. GOVERNING LAW: This Agreement is governed by the laws of the State of Florida, exclusive of conflicts of law principles.

27. SEVERABILITY: If any particular provision of the Agreement is invalid, the same shall not affect the other provisions hereof.

28. ENFORCEMENT OF RIGHTS: The Company can delay enforcing its rights under the Agreement without losing them.

29. CHANGE OF OWNERSHIP: If the ownership of O2B Kids changes, the new owner, within 10 days of such change, shall provide each member with notice of the rights and obligations of the members and O2B Kids affected by such change.

30. VERIFICATION OF MEMBER'S REPRESENTATIONS: PCC agrees that any false representation made by him/her, shall entitle the Company to cancel the Agreement and revoke PCC's membership or programs without refund of any payments made hereunder, which shall be retained as liquidated damages.

31. MEDIATION AND ARBITRATION: Any dispute or claim you may have arising out of or relating to this Agreement must be settled by informal mutual agreement or mediation in Gainesville, Florida (Alachua County). If informal agreement or mediation is not successful, the dispute or claim must be settled by binding arbitration in Gainesville, Florida (Alachua County). The procedures to be followed at the arbitration hearing will be those set out in the Commercial Arbitration Rules of the American Arbitration Association. In the arbitrator's award, the arbitrator will apportion the costs of arbitration as the arbitrator deems appropriate, including, but not limited to, the arbitrator's fees and expenses. In addition, the prevailing party will be entitled to attorney's fees and expenses from the losing party. The arbitrator's award will be final and binding upon the parties thereto and judgment upon the award may be entered into any court having jurisdiction of such parties.

32. NOTICES: Notice to the Company shall be deemed sufficient if given to or delivered to the Company by first class mail addressed to: O2B Kids, 106 NW 33rd Court , Gainesville, Florida 32607, or to such other address as the Company may specify in writing to the PCC.