

Eureka Workshop, LLC
Classes and Camps
Client Services Agreement

This Classes and Camp Client Services Agreement (hereinafter "Camp Agreement"), made and entered into this _____, 20__ by and between Eureka Workshop, LLC, D/B/A Einstein's Workshop ("EW"), _____, (Parent or Guardian) on behalf of _____ (Student), with "Parent" or "Guardian" and "Student" being at times referred to as "Participant". Additionally, the term "Parent" when used on its own shall apply to a parent *or* a guardian.

For the avoidance of doubt, a "Participant" is any individual, participant, student, class member or observer of an EW Camp or Service.

SECTION I: SERVICES
Scope of Service.

This Camp Agreement shall apply to following Eureka Workshop Camps and Classes ("EW Camps" or "EW Services").

1. STEAM Classes
2. Vacation Camps
3. Summer Camps
4. Day Camps

Parent and Student will select the EW Camp or class Student will be participating in, subject to availability. The EW Camps and Services are discussed more fully in the *Scope of Services* herein included as Attachment A.

Cancellations and Rescheduling.

- For all Camps and Classes, Parents will be entitled to a 100% refund provided Parent notifies EW of Participant's cancellation, in writing, at least four (4) weeks prior to the first day of Camp/Class, less a 10% processing fee. In the alternative, Parents may instead elect to receive a 100% credit toward any future EW Service (not limited to those services described herein) with twenty-four (24) months from the date of the initially scheduled service.
- For all Camps and Classes, Parents will be entitled to a 100% credit toward a future EW Service (not limited to those services described herein) provided Parent notifies EW of Participant's cancellation, in writing, at least two (2) weeks prior to the first day of Camp/Class.
- Subject to Section 3 below, any cancellation after either Refund/Credit Period discussed above, payment is non-refundable whether due to the weather, safety, student dismissal or any other reason.

Any refunds Parent is entitled to will be issued back to the credit card listed on Student's file or via ACH transfer or check per EW's election.

SECTION 2: TERM

Term. This Camp Agreement will become effective on the date this Agreement is signed and will continue in effect until the end of services described above. A Parent may elect multiple EW Services concurrently. In the event services under this agreement are completed and Parent wishes to purchase additional EW Services, this Agreement will automatically renew and remain in effect for such Services. In the event Parent chooses an EW Service that is not governed by this agreement, Parent may be asked to sign an Addendum or separate agreement.

Discontinuation of EW services. Parent may discontinue EW Services at any time upon notice, in writing, to EW pursuant to the Cancellations and Rescheduling clause listed above. Parent's obligation to pay the entirety of the agreed-upon EW Service shall remain despite discontinuation of EW Services. Discontinuation of services by EW is discussed more fully below in Section 3.

SECTION 3: Einstein's Workshop RELATIONSHIP AND STUDENT AND PARENT RESPONSIBILITIES

Student Behavior

Disruptive Behavior

EW provides educational programming, and it is necessary that all students be motivated and participatory. Parent understands the importance of EW maintaining a conducive learning environment for all students and EW staff. Students have a responsibility to conduct themselves in a manner that is in the best interest of all persons associated with EW. In the event that EW determines that Student's behavior is disruptive, but is not considered unsafe to the student or others, EW staff will make an effort to address the student's behavior according to the follow plan:

1. Student will be addressed by EW staff and asked to cease the disruptive behavior.
2. If Student does not abide by Step 1 above, Student will be asked to sit at the front desk with EW management staff in order to calmly discontinue disruptive behavior so they can return to the program.
3. If Student does not cease the disruptive behavior after Steps 1 and 2 above, a parent or guardian will be called and consulted on the behavior of the student, and an agreement must be reached to discontinue the disruptive behavior for the student to return to programming.
4. If the Student does not abide by Steps 1-3 above, Student will be dismissed from the remainder of the program and must be picked up by a Parent or Guardian within 1 hour of dismissal.

The above steps are guidelines, and EW reserves the right to dismiss any student at any time for any reason and/or disallow the student from returning to the EW Service.

Unsafe Behavior

If a Student becomes violent, presents a safety risk to themselves or any other person, or otherwise physically or verbally detrimental or inappropriate to the learning environment at EW, EW may do whatever is necessary to dissipate the situation, including, but not limited to, terminating this agreement and precluding Student from participating in further EW Services, notifying the Parent or Guardian to immediately remove Student, or calling law enforcement or other emergency services.

In the event that EW terminates the agreement due to Parent and/ or Student breaching this agreement, Parent will not be entitled to a refund.

Relationship with EW. Parent understands that EW is a learning environment designed to supplement and enrich Student's education and learning through a variety of programs offered and skills taught. Parent acknowledges that EW Services can have a substantial positive impact on Student's learning, and Parent will make every effort to ensure that Student attends scheduled sessions fully prepared and on-time.

Learning Outcomes. EW Services are not licensed by the Department of Early Education and Care or any other state agency. EW's Summer Camp is licensed through the town and follows all requirements for running a Summer Camp. EW dedicates its programming to inspiring children in their exploration of Science, Technology, Engineering, Art and Math. We use a wide range of methodologies that encourage activities, group learning, and for students to learn beyond one discipline to another.

Parent understands that each Student is unique in their experiences, skills, and levels of proficiency. Because of the uniqueness of each Student, EW is unable to make guarantees of Student's learning outcomes.

Student and Parent Responsibilities

- Student and Parent understand that EW Services do not substitute for Student's primary formal schooling and education.
- Parent and Student understand that EW cannot diagnose or treat Student's learning disability or mental health issues, and neither Student nor Parent will use EW Services in place of any form of diagnosis, treatment, or therapy, and will seek independent professional guidance by the requisite relevant professional for such matters
- Parent and Student acknowledge that if Student is under the care of a mental health professional, that student or the guardian of the student has consulted with the mental health care provider regarding the advisability of working with EW and that this person is aware of the decision to proceed with EW Services.

- Students with special needs and health conditions are extremely welcome at Einstein’s Workshop. Children with autism, ADHD, other developmental challenges, or learning differences can do very well with EW services. As part of the registration process, EW requests full disclosure about a child’s challenges so EW can ensure the best possible experience for Student.
- If Student has an IEP, 504, or receives any special accommodations at school, please contact EW to ensure Student has a rewarding experience
- If your Student has an aid at school, EW may request, at its discretion, that a parent, guardian, or aid accompany the Student during EW Services or while on EW Premises. In certain circumstances, it may be appropriate for the child to attend without an aide on a trial basis.
- If, after the Parent’s full disclosure of Student’s conditions and adherence to an agreed-upon-plan, EW determines that EW Services are not a good fit for the Student, EW will issue a refund.

Communication. Parent and Student agree to communicate honestly with EW, to be open to feedback and assistance, and to create the time and energy to participate fully in EW programs.

SECTION 4: COMPENSATION

Camp Fees. All EW Camp fees are due at the time of enrollment to secure a spot for Student. The fees for each EW Camp are provided in EW’s registration system, CampBrain. This agreement will apply to all future transactions with EW with respect to Services described herein.

Additional Fees. Participant may be subject to additional fees including, but not limited to:

- Early drop-off/late pick up fees at a specified rate.
- When EW needs to provide Participant a change of clothing
- When EW needs to provide food to Participant. Please refer to the ***General Liability Release*** for EW’s Food Policies.

Scheduling and Payment. Parent understands that prompt payment, punctuality, and scheduling, are part of Student’s commitment to EW. Payment for services must be made in full prior to the start of Services. Parents will pay for services via a credit card or ACH payment. Parents may keep their credit card on file within EW’s Registration System.

SECTION 5: CONFIDENTIALITY

Except as subject to the ***Medical Release and Waiver Form*** that Participants must sign for Summer Camp, EW agrees not to disclose any information pertaining to the Student—including the existence of this relationship—without Student’s or Parent’s written consent. EW will not disclose Student’s or Parent’s name as a professional or personal reference without Student’s or Parent’s consent. Student and Parent

understand that certain topics may be anonymously and hypothetically shared with other Educators on the EW team for training and educational purposes.

SECTION 6: INTELLECTUAL PROPERTY

Intellectual Property. All intellectual property and related material, including, but not limited to, content and rights, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced by EW will be the sole property of EW. In no event shall Parent/Student reproduce or distribute any intellectual property of EW without the express written permission of EW.

SECTION 7: OTHER PROVISIONS

Indemnification. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Parent agrees to indemnify and hold harmless EW, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any intentional, reckless, or negligent act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Limitation of Liability. Except as expressly provided in this agreement, EW makes no guarantees or warranties, express or implied. In no event will EW be liable to Parent and/or Student for consequential or special damages. Notwithstanding any damages that Parent and/or Student may incur, EW’s entire liability under this agreement, and Parent and Student’s exclusive remedy, will be limited to the amount paid by Parent to EW under this agreement for all services rendered up until the termination date.

Entire Agreement of the Parties. This Agreement, together with the *Scope of Work* provided herein, *Illness Liability Waiver and Indemnification Agreement*, *Consent and General Liability Agreement*, *Camp Medical Release and Waiver Form* (if applicable), and the *Medical Information Form* (if applicable), supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by EW and Parent and Student. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by mediation through a mediator selected by both parties.

PARENT / GUARDIAN WAIVER FOR MINORS

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

--	--	--

Parent / Guardian Name:
Relationship to Minor:
Signature:
Date:
EW Signature: _____ Eureka Workshop, LLC Rebecca Rapoport, Managing Member
Date:

ATTACHMENT A-1
Scope of Services

STEAM CLASSES

SERVICES PROVIDED

Classes typically meet for 8 weeks consecutively for 75 minutes each. Classes are divided into four categories, are inherently multi-disciplinary, and use many tools. More information on the services provided for STEAM Classes can be found on EW's Website under the "classes" tab.

REQUIREMENTS

- Student must register for a specific class
- Students are considered "in class" during registered hours of class time
- Students who are not registered during class time are subject to the "Drop In" Agreement and Drop-In Scope of Work.

FEES
\$

Total Paid: \$ _____

Any changes to this Scope of work require a written amendment, signed by The Parties

Parent Initials: _____

ATTACHMENT A-2
Scope of Services

VACATION CAMPS

SERVICES PROVIDED

EW provides STEAM learning through Vacation Camps during School break. These camps typically run between four (4) and (5) days long.

These Camps are offered during December Break, February Break and April Break.

REQUIREMENTS

Participants must select whether they are selecting “a la carte” days or are registering for all of the Camp days.

- Early drop-off and late pick-up options may be offered for an additional fee
- Lunch supervision is provided for full-day registration, and may be provided for a small additional fee for half-day registrations.
- All Students are required to register for a specific session
- A Student must leave upon completing the session
- EW maintains an attendance tracking system whereby students must be signed in at the Front Desk upon arriving and be signed out before leaving the EW session.

Fees

\$

Total Paid: \$ _____

Any changes to this Scope of work require a written amendment, signed by The Parties

Parent Initials: _____

ATTACHMENT A-3
Scope of Services

SUMMER CAMPS

SERVICES PROVIDED

Eureka Workshop, LLC

Summer Camps are provided in the summer

REQUIREMENTS

Summer Camps are subject to additional requirements pursuant to Massachusetts law. In addition to signing the **Illness Liability Waiver and Indemnification Agreement** and **Consent and General Liability Agreement**, Participants must sign the **Camp Medical Release and Waiver Form** and the **Medical Information Form**

REQUIREMENTS

- Early drop-off and late pick-up options may be offered for an additional fee.
- Lunch supervision is provided for full-day registration, and may be provided for a small additional fee for half-day registrations.
- All Students are required to register for a specific session
- A Student must leave upon completing the session
- EW maintains an attendance tracking system whereby students must be signed in at the Front Desk upon arriving and be signed out before leaving the EW session.

FEES

\$

Total Paid: \$ _____

Any changes to this Scope of work require a written amendment, signed by The Parties

Parent Initials: _____

ATTACHMENT A-4
Scope of Services

STEAM DAYS

SERVICES PROVIDED

EW offers half (9am-12pm) or (1pm-4pm) and full-day activities on most school holidays.

REQUIREMENTS

- Early drop-off and late pick-up options may be offered for an additional fee.
- Lunch supervision is provided for full-day registration, and may be provided for a small additional fee for half-day registrations.
- All Students are required to register for a specific session
- A Student must leave upon completing the session
- EW maintains an attendance tracking system whereby students must be signed in at the Front Desk upon arriving and be signed out before leaving the EW session.

FEES

\$

Total Paid: \$ _____

Any changes to this Scope of work require a written amendment, signed by The Parties

Parent Initials: _____