



ALMADEN COUNTRY DAY SCHOOL

Automatic Tuition Payment Agreement

I. Student Information Enter name of student(s), last name first. (Please print.):

\_\_\_\_\_

II. Responsible Party for Payment (Must be an authorized signer on account listed in Section III):

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

III. Payment Method (Attach a voided check for the account identified below):

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ (Please verify that this account allows automatic payments.)

IV. Payment Terms (All payments will be made on the 20th of the month.):

Month of first payment: \_\_\_\_\_ Number of payments: \_\_\_\_\_

Total balance due: \_\_\_\_\_ Amount of each payment: \_\_\_\_\_

V. Agreement

By signing this agreement, I hereby agree to be the responsible party for payment whether or not named as the responsible party in Section II above and I hereby accept and agree to be bound by the terms and conditions contained within this Automatic Tuition Payment Agreement. I authorize Almaden Country Day School to initiate electronic entries to the account provided in Section III above in accordance with the payment terms in Section IV above. This authority will remain in effect until I have cancelled it in writing.

\_\_\_\_\_ Date: \_\_\_\_\_

Signature required by person who is an authorized signer on the account listed in Section III.

Please print name of person who signed above.

Acceptance (Authorized ACDS signature): \_\_\_\_\_ Date: \_\_\_\_\_

LOVING THE NOW. READY FOR NEXT.



---

## ALMADEN COUNTRY DAY SCHOOL

---

### Terms and Conditions

The responsible party accepts and agrees to be bound by the terms and conditions contained within this Automatic Tuition Payment Agreement until the total amount owed is paid in full. Additionally, the responsible party authorizes Almaden Country Day School (“ACDS”) to initiate debit entries to the account listed in Section III and to debit the amount listed in Section IV to such account each month. This agreement will terminate when the total balance due has been paid.

It is understood and agreed to by the responsible party that the non-refundable Enrollment Deposit, if not previously paid to ACDS, will be deducted from the balance due prior to any deduction for payment of tuition and other fees. In the case of a missed payment, a \$50 Missed Payment Fee will be automatically deducted from the account identified in Section III within 20 days. Missed payment fees are payable for each payment attempt that is missed. If any fees are missed, they will be reattempted. Fees are subject to change in future academic years. If any missed payment remains outstanding for more than 30 days, ACDS reserves the right to terminate the student’s enrollment unless suitable financial arrangements are agreed to, in writing, for the payment(s) that has/have been missed. All balances must be paid in full by May 20 of each year. If for any reason the entire balance due on this agreement, including fees, is not paid within twelve (12) months, the student may not be re-enrolled for the next academic year until the account balance is paid in full.

If the automatic bank payment date falls on a weekend or a banking holiday observed by the Federal Reserve, the payment will be attempted on the next business day. Although ACDS specifies the date each payment will occur, it is the responsible party’s financial institution that determines the time of day the payment is debited to the account.

Changes in the terms of this agreement as identified in Section IV can be made by the responsible party contacting ACDS. In the event that the responsible party authorizes additional services from ACDS or in the event that additional fees are assessed by ACDS in accordance with ACDS policy and as a result of changes in services authorized by the responsible party, the responsible party recognizes that the total balance due and/or payment amount will change. The responsible party agrees that the responsible party’s authorization of any such change in services and/or fees authorized, shall constitute the responsible party’s authorization to change the payment amount, and/or to continue the payments until the total balance due is paid in full. The responsible party does not require ACDS to send advance notice of any adjustments resulting from any such changed authorization, which includes any reduction in the balance due and/or payments as a result of financial aid or any other similar cause. A copy of any such changed authorization is to be provided to the responsible party by ACDS.

The responsible party acknowledges that the origination of ACH transactions to his/her account must comply with the provisions of U.S. law. This agreement shall be governed by the laws of the State of California. This agreement in no way should be construed to be a lender-borrower agreement between ACDS and the responsible party who signs this agreement.

Upon the demand of ACDS or the responsible party, any dispute concerning the parties’ duties or liabilities under this agreement shall be resolved by binding arbitration in accordance with the terms of this agreement. Arbitration proceedings shall be administered by the American Arbitration Association (“AAA”) or such other administrator as the parties shall mutually agree upon in accordance with the AAA Commercial Arbitration Rules. All disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision. The arbitration shall be conducted at a location in San Jose, California selected by the AAA or other administrator. All statutes of limitation applicable to any dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the dispute being arbitrated. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

**LOVING THE NOW. READY FOR NEXT.**

6835 Trinidad Drive  
San Jose, CA  
95120-2006

T 408 997-0424  
F 408 997-6823  
almadencountrydayschool.org

Accredited by the  
California Association of  
Independent Schools