

TERMS AND CONDITIONS

INSTRUCTIONS

These Terms & Conditions must be read by the international student applicant and his/her natural parents/legal guardian. The international student applicant's parent or legal guardian must initial where indicated.

Read the Declaration at the end of these Terms & Conditions. The international student applicant's parent or legal guardian must sign where indicated.

RELATIONSHIP BETWEEN UNIVERSITY TRACK PREPARATION LLC AND FAIRMONT PRIVATE SCHOOLS

University Track Preparation LLC (UTP) is the exclusive provider by agreement to Fairmont Private Schools (School) of international student services, including advice & support and English language foundation courses.

Such services are provided by UTP to international students at the "International Learning Center" located on School's campus.

School makes all final decisions on the admission of international students and on granting high school diplomas to international students.

INTERNATIONAL STUDENT PROGRAMS

Programs Offered by School

School offers the following programs for international students:

- High School Diploma program
- Exchange program

Duration of Program

The typical duration of enrollment for an international student is:

High School Diploma program

- To receive a high school diploma, international students must meet School's graduation requirements. Therefore, the duration of the program depends on the international student's age and the grade from which he/she transfers.

Or Exchange program

- Semester (5-6 months) or Academic Year (10 months)

Program Changes & Restrictions

High School Diploma program

International students are encouraged to take advanced placement (AP), honors (H), and extracurricular university coursework. Admission to these classes is subject to approval by School department chairpersons and/or its academic dean, and is contingent upon the international student's success in his/her academic coursework in previous years.

Exchange program

Upon registration at School, exchange students are encouraged to inform School if they intend to continue their studies at School beyond one Semester or one Academic Year.

Exchange students are welcome to continue their studies

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at Fairmont Private Schools beyond one Semester or one Academic Year subject to availability and eligibility; provided, they wish to pursue a high school diploma, and they meet all Fairmont Private Schools diploma requirements.

Exchange students commencing their program in the 12th grade are not eligible for a Fairmont Private Schools diploma.

Cancellation of Program by Student

International students are required to stay at School for a minimum of one Semester before transferring to another school or returning to their home country.

International students requesting a transfer to another school or to return to their home country will be subject to the Refunds and Cancellation policy in the PAYMENT OF TUITION AND FEES section of these Terms & Conditions.

Any request by an international student to cancel his/her program at School, whether to transfer to another school or to return to their home country, must be made in writing to Fairmont Private Schools.

Misrepresentation in Application

If any international student, or such student's parent/ legal guardian misrepresents, forges or provides false documentation in the Application (or supporting materials), the following will result:

- Before acceptance to School - the Application will be dismissed with no eligibility for re-application.
- After acceptance, but before arrival, to School - the Application will be dismissed with no eligibility for re-application, and any deposit collected will be forfeited.
- After acceptance, and after arrival, to School - the Application will be considered null and void, the international student will be dismissed from school, the student may be deported from the United States, and any deposit and tuition collected will be forfeited

Form I-20

After an international student is accepted at School, a Form I-20 will be issued to the student (assuming eligibility) upon receipt of the student's deposit. Such deposit holds the student's place at School.

The Form I-20 is used to obtain the international student's student visa. The student is required to arrive at School for orientation and registration activities after the student has received his/her visa. If the student does not arrive at School on time, without prior written notice to UTP, School may cancel the student's Form I-20.

It is strongly advised that once the Form I-20 is issued to a student, the parent/legal guardian for the student inform UTP of any change in the student's study plan. A cancellation of a Form I-20 can cause the student future problems for study in the United States.

PAYMENT OF TUITION AND FEES

Tuition and Mandatory Fees

Tuition and mandatory fees are to be paid to UTP the first Academic Year that an international student attends Fairmont Private Schools. Following the first year, payment is to be made directly to Fairmont Private Schools.

The tuition and mandatory fees due prior to arrival:

- Fairmont Private Schools tuition
- Advanced Writing workshop fee
- Fairmont Housing Services
- Private Bus Transportation fee
- Advanced program fee
- Technology fee
- Student insurance fee
- One-time international student orientation fee
- Uniform fee
- Non-Fairmont Housing Fee
- Non Refundable Registration Fee (this fee of \$550 is not refundable, even in the case of visa denial)

ALL FINAL TUITION AND MANDATORY FEES WILL BE LISTED IN THE STUDENT'S INVOICE

If an international student has a local family member or relative in the Fairmont Private Schools area, the student is welcome to reside with this family provided the guardian submits the following documents:

1. Non-Fairmont Housing Terms and Conditions
2. Waiver of Liability, General Release, Assumption of Risk and Indemnity Agreement and
3. Guardian Agreement, International Students.

Should a student live with a family outside of the Fairmont Housing network, Fairmont will require permission from the family to visit the home where the student has requested to relocate. The home visit, conducted by the Fairmont Dean of Students Office, will consist of verification of residency and acceptable living/study environment. Student is subject to Non-Fairmont Housing Fee of \$2,000.

The student's tuition and mandatory fees for all student programs according to the payment plan are due before the student arrives in the United States. Should a student arrive in the United States and such payments have not been received by UTP, the student will BE PROHIBITED from registering

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at Fairmont Private Schools and will be subject to in-school suspension until the fees have been paid.

Should payment of tuition and mandatory fees for a student not be received by UTP before orientation, UTP shall provide notice by email to the student's parent/guardian. If the payment matter is not resolved to UTP's satisfaction within 2 weeks of this notice, Fairmont Private Schools may CANCEL the student's Form I-20.

Additional Fees

Parents/guardians should be prepared to pay for additional fees and charges in connection with their international student's course of study at Fairmont Private Schools, including but not limited to:

- Fairmont Private Schools extended day service fee (Jr. High students only)
- Housing Services fee (or Non-Fairmont Housing residency verification fee, if applicable)
- Books & eText books fee
- Graduation fee (12th grader only)
- Lab fees
- Field trip fees
- Applicable athletic fee
- Applicable extracurricular activities fees
- Testing fees, such as IB exams, AP exams, SAT, etc.
- Test preparation fees, such as SAT
- State of California required immunization fees
- Lunch money (weekdays)
- Spending money / personal expenses
- ASEP/IBP Fees

Insurance

All international students attending Fairmont Private Schools shall participate in the required insurance plan designated by UTP unless otherwise approved by Fairmont admissions.

Deposit Policy

Once an international student has been accepted to School, a non-refundable deposit must be paid to UTP to secure the student's enrollment at School.

This non-refundable deposit will be credited to the student's tuition and mandatory fees due pre-arrival.

This non-refundable deposit is only refundable in the case of a student being denied his/her student visa. Written proof of visa denial must be provided to UTP to secure the deposit refund.

Payment Plan(s)

There are two options for Fairmont Private Schools international students for payment of the tuition and mandatory fees due for an Academic Year:

- Payment in full by July 1; or
- Payment in two phases:
 - 70% by July 1st
 - 30% by December 1st

Payment of tuition and mandatory fees due for a single Semester must be made in full prior to the student's arrival at Fairmont Private Schools for that Semester.

Pricing of Tuition and Mandatory Fees

The official annual pricing for Fairmont Private Schools tuition and mandatory fees for international students can be found at the following website: www.fairmontschools.com/ifc

Pricing may be listed as "estimated" until it has been confirmed by Fairmont Private Schools as "final." Generally, pricing is confirmed by Fairmont Private Schools as "final" in late February before the commencement of the following Academic Year.

Refunds and Cancellations

Deposit

After an international student is accepted at Fairmont Private Schools, the deposit secures the student's spot at Fairmont Private Schools and signifies his/her intent to enroll at Fairmont Private Schools.

The deposit is non-refundable except for the case of a visa denial. Written proof of the visa denial must be provided to UTP to secure the deposit refund.

Tuition and Mandatory Fees

International students are required to stay at Fairmont Private Schools for a minimum of one Semester before requesting to transfer to another school or to return to their home country.

Should the cause of the request to return to the student's home country be due to a medical or family emergency, students will be eligible for a refund as outlined in the Tuition Refund Plan.

The Tuition Refund Plan can be found at: www.fairmontschools.com.

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Bank Information for Payments

Bank Name: Chase Bank
Account Name: University Track Preparation LLC
Account #: 190256361
ABA Routing #: 021000021
Swift Code: CHASUS33
Bank Address: 200 Motor Parkway
City: Hauppauge
State/Province: New York
Zip/Postal Code: 11788
Country: United States of America

GENERAL CONDUCT & BEHAVIOR FOR INTERNATIONAL STUDENTS

Local State and United States Federal Law

International students are required to abide by all applicable local, State and United States federal laws, including laws against hitch-hiking, illegal operation of motor vehicles, and use of illegal substances (including but not limited to alcohol, controlled substance and tobacco).

Any infraction by a student of any local or federal law will be grounds for dismissal from the school and potential deportation from the United States.

In the event of a legal infraction by a student, UTP shall provide notice by email to the student's parent/legal guardian.

In the event that IMMEDIATE action is necessary in the case of a student's legal infraction, the student's parent/legal guardian authorizes UTP to take reasonable action and to ensure that the student is safe, until the parent/legal guardian can be made aware of the situation.

If the student's conduct results in deportation from the United States, UTP shall use commercially reasonable efforts to ensure the safety of the student and shall notify the appropriate consular and Embassy staff of that student's country.

School Student Handbook

Parents/guardians are responsible for insuring that their child follows all rules in the School student handbook, which is updated and distributed by School each year and available online.

Any serious infraction of a rule in the School High School student handbook will be communicated by UTP to the student's parent/guardian by email. Any and all infractions will be listed in the student's "character rating" in the quarterly reports for the student that can be accessed by the parent/guardian through the Internet.

In addition to the guidelines in the student handbook, School and UTP, as private organizations with final decisions in

admissions and enrollment in their programs, reserve the right to refuse or remove any student from the program that violate their inherent moral standards. Dangerous or unethical actions, bullying, inappropriate social media posting, fraudulent travel plans, misleading teachers/administration or refusal to follow policies designed to ensure student safety are all viable reasons to terminate a student's enrollment.

In the event that IMMEDIATE action is necessary in response to a dangerous or urgent situation, the student's parents/guardian authorize UTP to take appropriate action and to ensure that the student is safe, until the parents/guardian can be made aware of the situation.

In the event of a rule infraction by the student, the student and his/her parents/guardian shall fully cooperate with UTP, The school, and any other applicable party to ensure the safety and welfare of the student, the School community, the student's host family and any other applicable party.

Fairmont Homestay

Fairmont Private Schools reserves the right to make the final decision on the host family placements for international students. Fairmont Private Schools will make a home visit to and conduct an appropriate background check of each host family before placement is finalized. A host family may be comprised of a single parent with one or more children, a couple without children, or a couple with one or more children.

Fairmont Private Schools makes great efforts to meet the student's preferences as indicated in the host family application in PART II of the international student application. Preferences, however, such as host family type and location, etc. are not guaranteed.

Students are expected to be respectful of their host family and to take part in the normal family responsibilities and abide by house rules during their stay, including family chores, curfews, etc.

Requests for specific race or culture in a host family will not be taken into consideration.

Travel by the student away from the host family is strongly discouraged, should be very limited, and must be approved by the student's parent/guardian in writing prior to such travel. UTP, Fairmont Private Schools and the student's host family must be made aware of the whereabouts of the student at all times.

Applying for a driver's license and driving a motor vehicle, even legally, is strongly discouraged.

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Once placed, students are required to stay with their host family for a minimum of one month, unless it is deemed that a host family change is warranted out of concern for the student's safety or well being.

Requests for host family changes must be made in writing to Fairmont Private Schools by the student's parent/guardian. The request will be reviewed and if necessary a new host family will be assigned. Such requests must be made with 30-day notice and the student may be subject to a fee of \$375.

In some cases, a student may be placed with a temporary host family until a full-time host family is available.

In the event that a student engages in any misconduct with or makes any threat to his/her host family, UTP shall remove the student from the host family and communicate the situation to the student's parent/guardian by email.

In the event that IMMEDIATE action is necessary in the case of a student's misconduct or threat to a host family, the student's parents/guardian authorize Fairmont Private Schools to take appropriate action and to ensure that the student and the host family are safe, until the parents/guardian can be made aware of the situation.

Homestay Application Fee

There is a \$1,000 non-refundable Homestay Placement Fee due at the time the application is submitted.

Cancellation

Prior to arrival at Fairmont: All cancellations must be in writing and received by Fairmont Homestay Program (FHP) prior to the student's arrival in the U.S.A. in order to receive a full refund of homestay fees. The student's request for Homestay must be cancelled at least 35 days prior to his/her leaving the home country. Any cancellation notification received less than 35 days before a student's arrival in the U.S.A. will be subject to a \$1,000 cancellation fee.

Subsequent semesters: Once enrolled, if a student wishes to cancel homestay for future semesters, that request must be received in writing a minimum of 35 days prior to the start of the next hosting period: Fall Semester (must be received by the last week of June) , Spring semester (must be received by the last week of November), or Summer term (must be received by the last week of April). Any cancellation notification received less than 35 days before the start of a new hosting period will be subject to a \$1,000 cancellation fee.

Termination

"Termination" refers to any cancellations made once the student has arrived and commenced the housing contract. Termination requests must be in writing and will be addressed on a case by case basis in which the circumstances of the situation will be reviewed by the Homestay Program and Prep Academy Administrative teams. A response to the request will be communicated once a fair decision concerning all parties has been reached. Any travel costs associated with leaving the

Homestay Program, are the sole responsibility of the student at all times. **No refund will be given for the semester or summer term once the student has moved into the Fairmont Homestay.**

If approved to terminate the Homestay Agreement, Fairmont Schools requires the student's new proposed residency to be vetted by the school. The student will not be permitted to relocate outside the Fairmont Homestay program until the new location has been vetted and approved by the Prep Academy Dean of Students office.

Change of Housing

Although rare, Fairmont may have to relocate the student's Homestay under certain circumstances. If warranted, FHP reserves the right to change the student's Homestay.

A student may request to change homestays during the school year. The student must complete the required paperwork and provide a valid reason for needing to move. If the approval to relocate has been granted by the Homestay Department a fee of \$400 must be paid and a minimum of thirty (30) day notice must be given.

Non-Fairmont Housing

Fairmont Private School is required to know the residency of all students while enrolled. Should a student reside with a parent or legal guardian, enrollment paperwork should reflect such. Should an international student reside with someone other than a parent or legal guardian, the following documents will need to be submitted prior to enrollment:

1. Non-Fairmont Housing Terms and Conditions
2. Waiver of Liability, General Release, Assumption of Risk and Indemnity Agreement
3. Guardian Agreement, International Students

For the safety of our students, Fairmont Private Schools requires all homes, other than those occupied by a parent or legal guardian, to be vetted and approved by the school.

Fairmont Boarding Community

Separate terms and conditions apply to Fairmont students living in the Fairmont Boarding Community. Please see the Fairmont Boarding Community Terms and Conditions for more information.

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OTHER CONDUCT

Students are responsible for their own personal property.

Students may be subject to dismissal from Fairmont Private Schools as the result of making certain life-changing or serious decisions during the course or their study, including but not limited to, body piercing, tattoos etc.

INSURANCE

All students are automatically enrolled in the Tuition Refund Plan through a third party insurance company. All students are subject to the terms and conditions of this program.

All students are required to purchase mandatory health insurance through University Track Preparation, LLC as listed in the promotional materials.

DAMAGES AND LIABILITY

Any reference in these Terms & Conditions with respect to the liability or potential liability of a student shall be shared jointly and severally by the student and the student's parents/legal guardian.

Each student and his/her parents/legal guardian shall be responsible for any loss or damage caused by the student to UTP, School and/or a host family.

PUBLICITY

By signing these Terms & Conditions, parents/legal guardians of international students and the students themselves are agreeing that images of the student's participation at School can be used by School and UTP in any media for promotional purposes. The following instances are expressly approved:

- Publication on the Internet or other media of a student's achievements and efforts, including grades, stories and artwork.
- Use of a student's picture in Internet Publications and other media.
- Use of a student's name in Internet Publications and other media.

Parent/ legal guardians acknowledge that Fairmont Private Schools may be the subject of a certain degree of media attention, including but not limited to, the coverage of school sporting events, concerts, special events, ceremonies, extracurricular activities, as well as general news coverage. Parents/legal guardians hereby consent to the inclusion of their child's image, likeness, voice, name and accomplishments in such media coverage, and further consent to their child's inclusion and/or participation in any interview, special feature,

news coverage, or other event, without limitation, in any way related to School. For the purposes of this paragraph, "media" shall be defined as television, radio, newspaper, magazine and any website or Internet based source.

SEXUAL HARASSMENT POLICY FOR STUDENTS

UTP and Fairmont Schools are committed with respect to the international student program it manages the school campus to fostering an environment that is free from any behaviors that directly or indirectly threaten the physical or emotional well being of any School student. No such behaviors will be tolerated and is subject to the imposition of serious consequences, at the discretion of UTP and School administration. Threatening behaviors shall include, but not be limited to, the following: inappropriate touching, inappropriate language, sexually suggestive words or actions, harassment, bullying and abuse. Threatening behaviors are prohibited, on and off School grounds, among members of the School community.

For illustrative purposes only, and without any limitation regarding other threatening behaviors, examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, displays of pornographic or sexually explicit pictures, drawings, or caricatures, or language that is otherwise sexually suggestive.

All School students are expected and required to refrain from any threatening behavior and are expected and required to abide by this policy, including its reporting requirements.

If any student feels that he or she has been subject to behavior prohibited by this policy, he or she should:

1. In the case of a student, report the behavior immediately to
(a) his/her host family and parent or legal guardian and/or
(b) a school administrator or teacher
2. Any parent or legal guardian who at any time feels that his or her child has been, or is being, subject to School-related threatening behavior should contact (a) school administration.

Prompt follow-up action will be taken.

DATA PROTECTION

Any information that the students, parents/guardians, or agents provide UTP will be used in accordance with applicable United States law.

The information provided on the Application will be held in

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electronic or paper form and processed for the purpose of administering the Application. All original documentation submitted to Fairmont Private Schools will be withheld by Fairmont Private Schools for the admissions and medical records.

Upon a student's graduation or other departure from Fairmont Private Schools, the Application or parts thereof may be archived to keep accurate records of a student's study program history and to keep in contact with the student as an alumnus of Fairmont Private Schools.

Throughout a student's time at Fairmont Private Schools and after graduation or other departure the personal information UTP has on record for a student will be held in accordance with applicable United States data protection law.

CHANGES TO TERMS AND CONDITIONS

The Terms & Conditions set forth herein represent the current. Terms & Conditions of UTP for students applying to and/or participating in Fairmont School's international student program, and replaces and supersedes in its entirety any prior Terms & Conditions or similar document. UTP and School reserve the right to make changes and amendments to these Terms & Conditions from time to time upon reasonable notice by email to the students and their parents/legal guardian.

TERMINATION OF STUDENT FROM SCHOOL'S INTERNATIONAL STUDENT PROGRAM

UTP and School reserve the right to dismiss and send home any student whose mental or physical health (e.g., eating disorders, depression, chronic illness) requires such action, or whose conduct is considered to be offensive to their host family, the community, or School. Such conduct includes: illegal substance use or abuse, unacceptable sexual behavior, illegal driving, drinking of alcoholic beverages, violation of applicable law, unsatisfactory school performance, consistent inability or unwillingness to interact positively and amicably with the host family, unauthorized or inappropriate travel, cheating on school or standardized exams, or other evidence that the student is not capable to participate fully or is not participating fully in the international student study program at School. In the event the student is terminated from School's International Student Program and must be returned home, either alone or accompanied, the student's parents/ legal guardian shall be responsible for all associated costs and expenses incurred by UTP and/or School. No refunds shall be issued for students terminated from School under this paragraph.

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AGREEMENT OF PARENT/LEGAL GUARDIAN

The parent/legal guardian signatory named below represents to UTP and School that he/she is the parent or legal guardian of the applicant named below and is authorized to sign these Terms & Conditions on his/her own behalf and on behalf of the student applicant.

I apply to enroll the applicant named below to School's international student program. I agree to pay all tuition and fees incurred by the applicant as they become due. I agree to these Terms & Conditions and any other terms and conditions and policies applicable to School students imposed by UTP or School.

If the applicant becomes ill or incapacitated, UTP or School, or their respective representatives and agents, may take such action as such party considers necessary, including securing medical treatment and transporting the applicant home at his/her own expense.

I the undersigned: (1) waive and release all claims against each of UTP and School, and their respective representatives and agents, for any injury, loss, damage, accident, delay, cost or expense resulting from the applicant's participation in the School International Student Program, other than as a result of such parties' own intentional misconduct or gross negligence; and (2) agree to indemnify each of UTP and School, and their respective representatives and agents for any injury, loss, damage, accident, delay, cost or expense that the applicant may cause.

I understand that the School International Student Program begins with the applicant's inbound flights to the United States and terminates when the return flights from the United States departs. I realize that any airline's liability for loss or damage to baggage or property, or for death or injury, is limited by the terms and conditions set forth by that airline.

I understand that it is my responsibility to obtain a passport and any required visa for the applicant.

I understand that UTP or School, or any of their respective representatives and agents, are not responsible for any injury, loss, damage, accident, delay, cost or expense incurred by the applicant and not caused by such parties' own intentional misconduct or gross negligence.

I understand that the applicant's participation in the School international student program may be terminated at the reasonable discretion of UTP and School without any refund.

I agree to accept full responsibility for the personal expenses, including books and additional training, and for transportation to and from the United States of the applicant. In the event that UTP or School advances or loans any funds to the applicant or incurs any cost or expense on his/her behalf, I agree to make prompt reimbursement of such funds upon receipt of notice by email of the same.

I understand that these Terms & Conditions can only be modified by UTP.

Name of Applicant

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DECLARATION OF APPLICANT AND PARENT/LEGAL GUARDIAN

We submit the Application to UTP and and Fairmont Private Schools and confirm the following:

1. We understand that we must pay tuition and mandatory fees to UTP the first Academic Year that the applicant attends Fairmont Private Schools. Reenrollment deposits and tuition for consecutive years are paid directly to Fairmont Private Schools. We understand that in order to apply to Fairmont Private Schools, we were not required by UTP or Fairmont Private Schools to use the services of a representative agency. However, in the event that we have used a representative agency to submit the Application, we acknowledge that we have given this agency permission to represent us in all matters associated with the Application and the applicant's enrollment at Fairmont Private Schools.
2. We understand the study programs offered at Fairmont Private Schools for international students include Diploma, IB and Exchange Programs. We understand the consequences if we do not follow the aforementioned guidelines regarding these study programs, including program changes, cancellations, misrepresentation and Form I-20 issuance.
3. We understand that we must pay tuition and mandatory fees to UTP for the first Academic year and Fairmont Private Schools for each subsequent year the applicant attends Fairmont Private Schools.
4. We understand that an initial payment is made to UTP in the form of a deposit for the applicant to receive a Form I-20 and to secure the applicant a spot at Fairmont Private Schools, that this deposit will be credited against the tuition and mandatory fees due for the applicant before he/she starts at Fairmont Private Schools, and that the balance of such tuition and mandatory fees shall be due to UTP before the applicant's arrival in the United States.
5. We understand the consequences of late payments, including the inability to register the applicant at Fairmont Private Schools and/or the cancellation of the applicant's Form I-20.
6. We understand the mandatory insurance, deposit, payment plan options and refund and cancellation policies as outlined in the Terms & Conditions.
7. We understand the general behavioral codes of conduct for Fairmont Private Schools students, host families and UTP.
8. We understand our obligations to abide by all State of California law, the federal laws of the United States, and all other applicable law.
9. We agree to abide by all of the Terms & Conditions outlined above.

Parent/Guardian Name (Printed)	Date
Signature of Parent/Guardian	Date

AUTHORIZATION TO TREAT A MINOR

I (we) the undersigned parent(s) or legal guardian of _____ [Full printed name of minor], a minor, do hereby authorize, consent to, and give permission to medical personnel selected by the adult leader in charge, to hospitalize, secure anesthesia, x-ray examination, dental, medical or surgical treatment for such minor, and agree to pay for such services. This authorization is given pursuant to California Family Code §6910, and is intended to constitute such authorization as may be necessary or required in any jurisdiction with in which this Authorization may be presented.

Parent/Guardian Name (Printed)	Date
Signature of Parent/Guardian	Date