

TUITION and FEES

Participant's Name (First/MI/Last)

Program's Name (circle one): School of Chess* Chess Wizards Chess Club

* An advanced assessment is required for admission to the School of Chess.

Program Dates: _____ YEAR: 201 / 201

TUITION: SCHOOL of CHESS MEMBERS ONLY

Mastery Level (circle one): 1, 2, 3, 4, 5,

I will pay my **annual tuition** of \$ _____ in 1, 2, 4 installments (circle one)

Installments are due on or before: **JUL 30, AUG 30, SEP 30 and OCT 30**

(1) 1st installment..... \$

(2) Convenience Fee of \$7 with each (except the last) installment..... \$

(3) Security Deposit (Level 1: \$78; Level 2 and up: \$156)..... \$

(4) Late Fee of \$25 with each payment made after the due date..... \$

Total amount enclosed (add lines 1, 2, 3 and 4) \$

MEMBERSHIP FEE: CHESS WIZARDS and CHESS CLUB MEMBERS ONLY

(1) Enclosed is (circle one): Monthly, Annual fee of \$

(2) Late Fee of \$25 with each payment made after the due date..... \$

Total amount enclosed (add lines 1 and 2) \$

Membership Fees and Tuition do not include participation in Special Programs (defined in the Terms and Conditions), regardless of whether such Special Programs are held during the term of a membership.

Tuition and fees are not refundable or transferable. Participant assumes all risk of changes in personal affairs or health and no refunds will be made if Participant cancels.

Make checks payable to VIVACITY, Inc.
If a check is not honored for any reason, there is a \$35 service charge.
Send this completed form and payment (do not mail cash) to:
Vivacity, Inc., 6568 Maplewood Dr., Suite # 201, Cleveland, OH 44124

I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION ABOVE. I UNDERSTAND THAT I MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION ABOVE.

X _____
SIGNATURE of PARTICIPANT **OR** PARENT/GUARDIAN (if PARTICIPANT under 18) DATE

NAME (Print) & RELATION to PARTICIPANT

CODE of HONOR

Vivacity Code (adapted from the Scout Law): *A Vivacity Student is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.*

I, _____, PROMISE:
NAME OF STUDENT (Print)

- To respect myself, my peers and instructors:
 - Arrive on time *every* time.
 - Come to every meeting well prepared with homework thoroughly completed.
 - Respect and listen to Instructors and follow their guidance.
 - To NOT distract or disturb others in any way from instructions and play.
- To refrain from inappropriate language and/or behavior and immediately inform Vivacity’s instructor if another student attempts to draw me into misconduct.
 - * In case of misconduct, all involved students (*offenders* and *victims*) will be disciplined and may be expelled from the program. No exceptions!
- To respect my opponents and show good sportsmanship regardless of the outcome of my games.
- To NOT get involved in physical activities and games such as tag during program hours.
- To NOT bring electronic games, books and/or food & drinks into the meeting room.
- To NOT leave the meeting room until
 - My homework is checked and **all** my questions are answered.
 - My program is over and my parents come to pick me up.
 - * A restroom break is the only permitted reason for me to leave the meeting room while the program is in-progress.

STUDENT to SIGN

I HAVE READ, FULLY UNDERSTAND and PROMISE to ABIDE by the CODE of HONOR.

X _____ DATE
SIGNATURE of PARTICIPANT

NAME (Print)

PARENT/GUARDIAN to SIGN

I HAVE READ THE CODE OF HONOR WITH MY CHILD AND WE FULLY UNDERSTAND ALL OF THE INFORMATION ABOVE. I PROMISE TO DO ALL I CAN TO ENCOURAGE MY CHILD TO ABIDE BY HIS PLEDGE ABOVE.

X _____ DATE
SIGNATURE of PARENT/GUARDIAN

NAME (Print) & RELATION to PARTICIPANT

TERMS and CONDITIONS

- **Applicability of Terms and Conditions.** Except as otherwise stated herein, these Terms and Conditions shall apply to all Vivacity, Inc. Programs, including, but not limited to School of Chess, Chess Wizards, Chess Club, Special Programs, and all other Programs ("Vivacity Programs"). These Terms and Conditions shall apply to the Contract for Vivacity Programs dated as of the date indicated below, and shall also apply to any future Contracts and/or agreements between Participant and Vivacity Inc.
- **Term.** The Vivacity School of Chess is an annual program that runs from September through May and required an annual tuition. Chess Wizards and Chess Club are offered September through May and entail monthly and/or per visit participation fee. Special Programs, such as a Summer Program (June – August), Camps, Tournaments, private lessons and other programs, may be offered throughout a year for an additional fee.
- **Closings Due to Weather, etc.** Should any Vivacity Center be closed due to school breaks, holidays, weather conditions, facility requirements, or any other reason beyond the reasonable control of Vivacity, Inc., including up to 4 weeks per year when Vivacity coaches may take vacation time; Vivacity will give an announcement via email of such closing to all current Participants with valid e-mail addresses on file, unless there is an emergency that prevents advance notice. There will be no refunds to Participants on account of such closings.
- **Cancellation.** Participant may cancel this contract, without any penalty or obligation, within three business days after the date of this transaction and in accordance with the attached Notice of Cancellation. Once three days have elapsed from the date stated on the Notice of Cancellation form provided herewith, Participant shall have no further option to cancel on three days' notice any such Contract for Vivacity Programs.
- **Tuition and Membership Fees.** Tuition and Membership Fees are based on a set period of time, are not refundable or transferable, and cannot be used for any other Vivacity Program. Refunds are issued ONLY if Vivacity, Inc. cancels a Program. Participants assume all risk of changes in their personal affairs or health and no refunds will be made when Participant cancels except as provided for in the attached Notice of Cancellation. There are no refunds or credits given for missed meetings, activities, lessons or supplies. Participant understands and agrees that Participant is responsible to attend the Programs, and that all Tuition and Membership Fees are due and payable according to the terms of this Contract, whether or not the Participant actually attends any meetings.
- **Special Programs.** "Special Programs" may include, but are not limited to, the following: Summer Programs, Chess Camps, Chess Tournaments, Simultaneous Exhibitions, Guest Speakers, private or semi-private lessons, and tutoring. Vivacity may offer other types of Special Programs. Special Programs are offered throughout the year and require payment of additional participation fees.
- **Security Deposit.** All Participants applying to the School of Chess shall deposit a Security Deposit in the amount of ten percent (10%) of the total Tuition due with this Part II of Contract for Vivacity Programs. Such Security Deposit will be returned to Participant after the conclusion of the Term, only after all Tuition and other fees have been fully paid. In addition to Tuition, Security Deposits may be used to cover (a) property damage, (b) Late Pick Up Fees; or (c) any other obligation that may be incurred by Participant in accordance with this Contract. In the event that funds from any Security Deposit are applied against any Participant's account, the Security Deposit must be replenished by Participant before Participant will be admitted to the next meeting. For a Security Deposit (or its remainder) to be returned to a Participant, Vivacity, Inc. must receive a Termination Notice from Participant BEFORE JULY 30 of the current calendar year. Security Deposits will not accrue interest.
- **Termination of School of Chess Contract.** At the end of a school year, a Participant may terminate his or her membership in the School of Chess by submitting a written notice to Vivacity, Inc. (the "Termination Notice"). A Termination Notice must be sent by certified mail, return receipt requested, and must include the word "termination". If the Participant does not timely submit a Termination Notice, the remaining balance of the Security Deposit described in the paragraph above will not be returned to Participant.
- **Leave of Absence.** Participants in the School of Chess may take a "Leave of Absence" for up to 2 (two) meetings within each of the two Semesters of the school year (Semester I: September – December and Semester II: January – May). To take a "Leave of Absence," the Participant must submit a written notice as early as possible before missing the meeting. Missed lessons must be made up as quickly as possible; however, there is no credit for missed classes. In order to make up a missed lesson, the Participant must schedule a private lesson (at additional cost) to cover the missed material. Participants must make up the missed lesson before they may return to the regular program.

- **Late Arrival.** Each Participant shall arrive 10 minutes before a program is scheduled to start. Any Participant arriving after a program’s start will be excluded from any activity already in progress. Students of School of Chess must make up the materials missed because of lateness.
- **Late Pick Up Fee.** Parents/guardians are responsible to pick up their child promptly at the end of each program and will be charged \$10 for every 5 minutes they are late (“Late Pick Up Fee”). (Refer to the Vivacity, Inc. website for each of School of Chess Mastery Level and other programs’ meeting hours.) The Late Pick Up Fee must be paid at the time of pick up. Participant will not be permitted to attend any further meetings until this fee is paid.
- Parents/guardians are not allowed into the meeting room during program hours and must refrain from distracting Vivacity personnel or Participants (including their own children) with any questions, to allow the coaches to fully concentrate on assisting students. Parents/guardians are welcome to schedule a meeting with a coach. Such a meeting should be scheduled in advance and be conducted outside of program hours.
- Participant (including, as noted, Parents/guardians of Participants), agrees to abide by ALL OF these “TERMS and CONDITIONS,” as well as the included “CODE of HONOR”. At the discretion of Vivacity, Inc., any Participant or Parent/guardian may be removed from an activity or meeting and in extreme cases have membership terminated without a refund, for not meeting behavior standards or not complying with these “TERMS and CONDITIONS” and “CODE of HONOR”.
- **Disclaimer of Warranties.** All Vivacity, Inc. Programs are offered “as is, where is” and Vivacity, Inc. expressly disclaims all warranties, express or implied, including warranties of title or infringement, and any implied warranties of merchantability or fitness for a particular purpose. No representations or guarantees are made as to the level of chess proficiency that any Participant will attain as a result of attending Vivacity Programs.
- **Waiver.** Any waiver of a breach of any Term, or Condition by Vivacity, Inc. shall not be construed as a waiver of any other breach of the same Term or Condition.
- **Counterparts.** This Contract may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Contract.
- **Severability.** If any portion of this Contract is held invalid by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.
- **Limitation of Actions:** No action, regardless of form, arising out of this Contract, shall be brought by Participant more than one year after the end of such Contract term.
- **Jurisdiction/Venue.** This Contract shall be governed pursuant to the laws of the State of Ohio without regard to its choice of law principles. Jurisdiction for any disputes arising under or out of this Contract shall be brought exclusively in the state and Federal courts of Cuyahoga County, Ohio.
- **Entire Agreement.** This Contract (including Parts I and II) contains the entire agreement of the parties with respect to the subject matter of this Contract and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said Contract. This Agreement may not be amended, except by a writing signed by Vivacity, Inc.
- Participant agrees to mail all payments and registration forms to Vivacity at the following address: **Vivacity, Inc., 6568 Maplewood Dr., Suite # 201, Cleveland, OH 44124.**

I HAVE READ, FULLY UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS STATED ABOVE AND THE CODE OF HONOR. I UNDERSTAND THAT I MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

X _____
SIGNATURE of PARTICIPANT **OR** PARENT/GUARDIAN (if PARTICIPANT under 18) DATE

NAME (Print) & RELATION to PARTICIPANT

NOTICE OF CANCELLATION – VIVACITY, INC.

Date of Transaction: _____, 20____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENTS EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY VIVACITY, INC. OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO VIVACITY, INC. AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF VIVACITY, INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT VIVACITY INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO VIVACITY, INC. AND VIVACITY, INC. DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO VIVACITY, INC., OR IF YOU AGREE TO RETURN THE GOODS TO VIVACITY, INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO:

Vivacity, Inc.
6568 Maplewood Drive, Suite # 201
Cleveland, OH 44124

NO LATER THAN MIDNIGHT OF _____, 20____

I HEREBY CANCEL THIS TRANSACTION.

Participant's Signature

Dated: _____, 20____

I HEREBY CERTIFY THAT I RECEIVED TWO COPIES OF THE ABOVE NOTICE ON _____ 20____.

Participant's Signature