

# ST. JOHN'S ACADEMY



## Supplemental General Terms and Conditions

A. Regardless of the form of action or legal theory, whether sounding in tort, contract, statute, common law, equity, or otherwise, the parties hereto hereby expressly waive the right to demand a jury trial concerning any dispute, loss, disagreement, or claim, whatsoever, arising out of or related to this Agreement; the School, its officers, directors, employees, or agents; the curriculum; the teaching methodology; the Statement of Faith; the philosophy of education of the School; the Bylaws; the Parent/Student Handbook; the rules, resolutions and policies of the School; and any employment arrangement with the School (if any); or otherwise.

B. Regardless of the form of action or legal theory, whether sounding in tort, contract, statute, common law, equity, or otherwise, the parties hereto hereby expressly agree to the exclusive venue of St. Johns County, Florida as the venue concerning any dispute, loss, disagreement, or claim, whatsoever, arising out of or related to this Agreement; the School, its officers, directors, employees, or agents; the curriculum; the teaching methodology; the Statement of Faith; the philosophy of education of the School; the Bylaws; the Parent/Student Handbook; the rules, resolutions and policies of the School; and any employment arrangement with the School (if any).

C. CONCERNING ARBITRATION, THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ARBITRATION, THE PARTY SEEKING ARBITRATION WILL PROVIDE A LIST OF THREE (3) ARBITRATORS TO THE PARTY AGAINST WHOM ARBITRATION IS SOUGHT, AND THE PARTY AGAINST WHOM ARBITRATION IS SOUGHT MAY SELECT AN ARBITRATOR FROM THE LIST PROVIDED WITHIN TEN (10) CALENDAR DAYS OF RECEIPT OF THE LIST OF ARBITRATORS OR MAY, WITHIN THAT TIME, PROVIDE A LIST OF THREE (3) ALTERNATIVE PROPOSED ARBITRATORS, AND THE PARTY THAT RECEIVES THE ALTERNATIVE PROPOSED ARBITRATORS SHALL HAVE TEN (10) CALENDAR DAYS TO CONSIDER SAME. IF THE PARTIES CANNOT AGREE ON AN ARBITRATOR WITHIN THE ABOVE TIME FRAMES, THEN EACH PARTY SHALL WITHIN FIVE (5) CALENDAR DAYS SELECT AND GIVE NOTICE OF AN ARBITRATOR WHO WILL CONFER WITH THE OTHER PARTY'S DESIGNATED ARBITRATOR AND THE TWO ARBITRATORS WILL THEN PROMPTLY SELECT A SEPARATE, NEUTRAL ARBITRATOR TO PRESIDE OVER THE CASE, AND THE PARTIES AGREE TO BE BOUND BY SUCH SELECTION UNLESS THAT ARBITRATOR STATES THAT S/HE HAS A CONFLICT OF INTEREST. IF A PARTY FAILS TO TIMELY RESPOND TO A PROPOSED SLATE OF ARBITRATORS, THEN THE PROPOSING PARTY MAY SELECT ONE OF THEM GIVING WRITTEN NOTICE OF SAME TO THE OTHER PARTY, AND BOTH PARTIES WILL BE DEEMED TO HAVE AGREED UPON THAT ARBITRATOR WHO SHALL HAVE JURISDICTION TO HEAR AND DECIDE THE CASE THROUGH FAST TRACK BINDING ARBITRATION WITHOUT NEED FOR A PETITION TO THE COURT FOR APPOINTMENT, WHICH SHALL BE DEEMED WAIVED. WITHOUT LIMITING THE FORGOING, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHTS TO BRING ANY ACTION IN COURT AGAINST EACH OTHER INCLUDING, WITHOUT LIMITATION, AGAINST THE OFFICERS, DIRECTORS, AGENTS, AFFILIATES, MEMBERS, MANAGERS, ATTORNEYS, AND EMPLOYEES OF EACH OTHER, AND AGREE THAT BINDING ARBITRATION SHALL BE THE SOLE AND EXCLUSIVE MEANS FOR DISPUTE RESOLUTION FOR ALL CLAIMS WHATSOEVER.

D. Parents may not assign this Agreement in whole or in part; any such attempted assignment shall be null and void. The failure of the School to insist upon strict performance of any of the covenant(s) or promise(s) in this Agreement on any one or more occasions, or failure to exercise any right(s) or option(s) herein, shall not be construed as a waiver or a relinquishment as to the same in the future, and such covenant(s), promise(s), right(s), and option(s) shall continue in full force and effect.

E. NOTWITHSTANDING ANY TERM TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF THE SCHOOL, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES, AGENTS, MEMBERS, ATTORNEYS, SUCCESSORS, AND ASSIGNS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SCHOOL, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS; THE CURRICULUM; THE TEACHING METHODOLOGY; THE STATEMENT OF FAITH; THE PHILOSOPHY OF EDUCATION OF THE SCHOOL; THE BYLAWS; THE PARENT/STUDENT HANDBOOK; THE RULES, RESOLUTIONS AND POLICIES OF THE SCHOOL; AND ANY EMPLOYMENT ARRANGE WITH THE SCHOOL (IF ANY); ANY OTHER PRIOR AGREEMENT; OR OTHERWISE, AND REGARDLESS OF THE FORM OF ACTUAL OR LEGAL THEORY (WHETHER SOUNDING IN TORT, CONTRACT, STATUTORY CLAIM, COMMON LAW OR OTHERWISE) EXCEED AN AMOUNT EQUAL TO THE GREATER OF 1/6 OF THE ANNUAL TUITION TO BE CHARGED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE SCHOOL, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES, AGENTS, MEMBERS, ATTORNEYS, SUCCESSORS, AND ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY DISCLAIMED. THE PARTIES REPRESENT TO EACH OTHER THAT THIS PARAGRAPH AND OTHER EXCULPATORY PROVISIONS HEREIN REFLECT A REASONABLE ALLOCATION OF RISK. PARENTS REPRESENT THAT THEY HAVE RECEIVED NO EXPRESS WARRANTY OF ANY SORT FROM THE SCHOOL, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES, AGENTS, MEMBERS, OR ITS ATTORNEYS WHATSOEVER. ALL WARRANTIES, EITHER EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED.