

## PARENTAL AGREEMENT CONCERNING BOARDING OF CHILD

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between BINA GIRLS HIGH SCHOOL, INC. ("the School") \_\_\_\_\_ [fill in natural parent(s) name] ("the Parent(s)") who are the legal guardians or parents of \_\_\_\_\_ [fill in student(s) name].

WHEREAS, the parents desire to have their child placed with one or more families in the Norfolk community as a boarder during the school year, and the School desires to appropriately place such child;

WHEREAS, the Parents agree to compensate the School for the cost of boarding as agreed in their tuition agreement and to otherwise reimburse appropriate expenses associated with boarding;

NOW, THEREFORE, subject to the following terms and conditions below, and for good and adequate consideration, the parties agree as follows:

### WITNESSETH:

1. Parents Duties. The Parents hereby acknowledge receipt of and have thoroughly reviewed the terms and conditions for boarding the student(s) set forth in Bina Girls High School Home-Away-From-Home Boarding Handbook. The Parents hereby covenant and agree to strictly adhere to their obligations set forth therein and to assure that the student complies with all applicable school rules and regulations.

2. Payment for Boarding. Parents hereby acknowledge and accept the costs established by the School for boarding student and as set forth in the tuition agreement to be fair and reasonable. Parents hereby agree to fully pay all costs of boarding as established by the School and have had an opportunity to voice any concerns or objections to the costs and fees established at the beginning of the school year. Parents further agree to remit the full amount of boarding costs in one lump sum or to furnish the School immediately upon execution of this Agreement with ten separate postdated checks in an amount equal to one tenth of the boarding obligation. Each check shall be dated to correspond with the first day of each month that boarding is to take place. The School reserves the right to revise these payment arrangements in its sole discretion; provided however, any other arrangements must be reduced to writing, dated and signed by the parties. Failure to pay boarding expenses on a timely basis as set forth above shall be deemed a material breach of this agreement.

3. Miscellaneous Expenses. Parents accept the responsibility for payment of any and all miscellaneous items associated with the students boarding arrangement in Norfolk as set forth in the Home-Away-From-Home Boarding Handbook, including, but not limited to, all medical expenses, travel costs, toiletries, school supply expenses, prescription costs, etc. To the extent it is obligated to do so, in an emergency or under other circumstances deemed necessary in the sole discretion of the Menacheles/Principal, the School may (but is not obligated to)

advance any such expenses. Parents hereby agree to immediately reimburse the School in connection with same.

4. No Guaranty of Residence. The School cannot guaranty the student's first choice of residence or that the residence will remain unchanged during the school year. The School reserves the right to remove the student from the residence, to require the withdrawal of the student from enrollment or to reassign the student as necessary. All such changes or modifications shall be at the sole discretion of the Menacheles/Principal or her designee.

5. Legal Liabilities. The student shall be a legal invitee upon the premises of the Boarding Parents' residence. Parents shall not be deemed agents, employees, independent contractors or legal representatives of the School under any circumstances. The School shall not be legally liable for any act or omission of the student or Boarding Parents on account of any accident, bodily injury, claim, casualty, laws, damage, police action or civil claim. To the full extent possible, the Parents agree to defend, indemnify, save and hold harmless the School and Boarding Parents from any such suit, claim, demand, or casualty.

6. Miscellaneous. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia and *halacha*. In the event of any legal action to construe this Agreement or enforce any rights hereunder, the parties agree that proper venue and jurisdiction shall lie in the courts in the City of Norfolk, Virginia or in a duly constituted *bais din* sitting therein. In the event of any such litigation, in addition to any other compensation or damages to which it may be entitled, the School shall be awarded its court costs and attorneys fees. This Agreement may be executed in counterparts.

7. Entire Agreement. This constitutes the entire agreement between the parties, and supersedes all oral or implied agreements. This Agreement may only be modified by subsequent writing which is dated and signed by the parties.

BINA GIRLS HIGH SCHOOL, INC.

By \_\_\_\_\_  
Aviva Harpaz, Menacheles

\_\_\_\_\_  
Parent Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent Date

\_\_\_\_\_  
Print Name