

~~Enrollment Agreement and Financial Sponsor(s) of Adult Intern~~

Provider:



Life Skills Recovery Ranch

P.O. Box 253

435-253-1887

9431 N. 400 W.

Holden, UT 84636

Intern: _____

Financial Sponsor(s): _____

This Enrollment Agreement is made effective as of this ___ Day of _____, 20__, by and between ArenaLink, LLC, a Utah Limited Liability Company doing business as Life Skills Recovery Ranch ("LSRR"), the program participant ("Intern"), and the family or financial sponsor ("Sponsor"). LSRR is the party providing services, and the Intern and sponsor are the parties responsible for satisfying the financial obligations of the participant in the Life Skills Recovery Ranch program, _____ (Intern), as detailed herein.

Identifying Information

I/we, _____ (the Financial Sponsors and Intern) enter into this Agreement with LSRR for the purpose of detailing my/our responsibility for, and my/our agreement to satisfy, the Intern's financial obligations to LSRR and clarifying the rights and responsibilities of each party.

_____(Initial)

Eligibility and Acceptance

I/we understand that the Intern must meet LSRR's eligibility requirement for acceptance into the program, and that misrepresentation of the Intern for this potentially places the Intern at great risk and may result in discharge from LSRR. I/we further understand that part of the screening process is completed in the first two weeks of the program and agree that LSRR may determine at this time that the Intern is clinically or medically inappropriate for placement.

_____(Initial)

Term of Acceptance

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The minimum required length of stay at LSRR is 9 months; however the recommended length is 12 months. Assuming the Intern is admitted into LSRR, the term of this agreement shall be the length of time specified in the Payment Agreement beginning with the Intern's arrival date. The Sponsor may extend this Agreement or terminate this Agreement pursuant to the applicable provisions contained herein. _____(Initial)

PAYMENT TERMS:

Intern: (Residential Support) approx. Months 1st – 6th	
Tuition fee:	\$ 5,500.00 per Month (\$183.33 per day)
Matriculation /Gear/ Fee:	\$ 2,000.00(one-time fee / non-refundable)
(Items are kept by intern when enrollment concludes) A list of these items will be included	
Apprentice: approx. Months- 7th, 8th, 9th	
Tuition fee:	\$3,500.00 per month (\$116.66 per day)
Mentor Phase: (by invitation only, Independent Living) Months- 10th, 11th, 12th	
(Optional program, with <u>NO</u> Tuition fee and not part of the official 9 month program)	
Mentor can be paid an incentive, up to the amounts listed below per month by following all guidelines:	
First month:	\$ 500.00 per month
Second month:	\$ 650.00 per month
Third month:	\$ 800.00 per month
*** <i>Mentors live in an onsite living facilities provided by LSRR</i>	

- First month: Admin/Matriculation fee (\$2,000.00) + deposit for last month's tuition as Apprentice (\$3,500.00) + 1st month's tuition (\$5,500.00) are due **PRIOR** to arrival, for a total of \$11,000.00 **PRIOR** to arrival, for a total of \$11,000.00.
- **Should the intern not progress as quickly to apprentice level and need to stay as an intern, the tuition will remain \$5,500 until he graduates to an apprentice level.
- **Should the intern not progress as quickly and need to stay in the apprentice level longer, the tuition will remain at \$3,500 until he does graduate from or exits the program.
- The \$3500 deposit required upon enrollment will be applied to the final month of tuition.
- Each month the tuition fee must be received **PRIOR** to the first day of the admin date. The interns first day of each month corresponds to their admin date. Example: If the intern's admin date is July 18th, the payment is due before the 18th of each month. If payment is late (after the 3rd day from the admin date) there is an interest fee of 12% APR (\$660 for intern level and \$420 for apprentice level) that will be charged along with the tuition for the month. If no payment is made by the 4th day from the admin date, the intern may be dismissed from the program.

_____ (Initial)

Cancellations/Refunds

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I/we understand that if enrollment is cancelled by the Sponsor/Intern less than 5 days prior to the arrival date, LSRR will retain the admin fee of \$2000.00. All notices of cancellation must be in writing. ____ (Initial)

Premature Discharge

LSRR retains the right to discharge any Intern for medical or clinical reasons. If an Intern is discharged early by LSRR, a full refund of unused tuition based on cost per day will be given after deducting the cost of services provided after the 1st month. If the intern leaves prior to the 1st 30 days, you forfeit the admin and 1st month's tuition. I/we will not hold LSRR responsible for any consequences that result from the LSRR premature discharge. ____ (Initial)

Early Withdrawal

If the Intern withdraws from the program against the advice of LSRR before expiration of the minimum period of enrollment, the Intern will forfeit all of the remaining balance of the minimum stay. Any prepayments in excess of the minimum period of enrollment will be reimbursed in full to the Sponsor. (Therefore LSRR will retain the admin. fee, 1st months tuition \$5,500.00 and the deposit of \$3,500 for a total of \$11,000.)

____ (Initial)

Runaway Incident

If the Intern attempts to run away, LSRR will make every reasonable effort to find the Intern as quickly as possible. I/we hereby release, hold harmless, and indemnify LSRR from any and all liability arising out of or resulting from the Intern running away while enrolled at LSRR. Any costs incurred by the Intern if he runs away from LSRR, and expenditures made by LSRR in the pursuit of the Intern will be paid by the Sponsor, in addition to all program fees all ready paid. Refunds are the same guide lines as stated above.

____ (Initial)

Personal Injury and Damage to Property

All personal gear issued by LSRR to the Intern remains the property of the Intern, who assumes full responsibility for the care, upkeep and replacement cost if the gear is lost or destroyed by the Intern. The Intern agrees to accept full responsibility for: (1) the repair or replacement of any property damaged, deface or destroyed by the Intern, whether owned, leased or controlled by LSRR or any third party; (2) personal injury to any LSRR personnel, other Interns or others, caused in whole or in part, by the Intern; (3) prompt reimbursement to LSRR for any costs and expenses, including legal and/or medical fees, it may incur in connection therewith. Should the intern leave any personal belongings behind we are not responsible for any lost or damaged items. They will have 4 days to come and retrieve their belongings. If they do not do so they will be donated. ____ (Initial)

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Hands off Approach

I understand that LSRR uses a hands off nonviolent approach. Physical restraint of any Intern will NOT be used, although verbal de-escalation will be attempted. Any altercation or violent action by an intern will cause 911 to be called. The Intern will then be removed from LSRR by the authorities.

_____(Initial)

Travel to and from Program

I/we agree to make arrangements for and pay in full for the Intern to travel to and from the program site in Holden, UT. If I/we utilize the services of a transport agency to escort the Intern to or from the airport or the program site, Intern has no responsibility or culpability for any events which occur during the escort process. Sponsors may also be charged a fee for airport pickup and drop off. __ _____(Initial)

Medical and Incidental Expenses

I/we acknowledge that all costs incurred as a result of injury, illness or any medical treatment remains my/our responsibility. I/we acknowledge that all costs of medication and vitamins while the Intern is enrolled in LSRR are my/our responsibility. I/we acknowledge that these expenses will be billed to the Intern's health insurance or charged to my/our account. I/we will provide the Intern's health insurance information to LSRR, including an enlarged copy of both sides of the Intern's medical insurance card upon enrollment. All interns must have medical insurance at all times or they cannot be in the LSRR program. _____(Initial)

Detoxification Requirements

Interns who have been using drugs or alcohol heavily will need to undergo a detoxification process prior to full participation in the LSRR program. All Interns must be clean at least 30 days prior to coming to LSRR. If it has not been clean for 30 days, you must let us know and we will discuss options. All interns are drug tested upon arrival. __ (Initial)

Risks of outdoor Program/Release/Indemnity

I/we assume and acknowledge that participating in the LSRR program involves inherent risks, hazards, and dangers that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or long distances from any medical facility and where communication, transportation, or evacuation is subject to delay. I understand that LSRR cannot assure the Intern's safety or eliminate all of these risks.____(Initial)

I/we release LSRR from, and agree not to sue LSRR for, any liability, claim, suit, or expense in any way associated with the Intern's participation in the LSRR program or the use of any equipment or facilities in LRSS. Neither I nor anyone acting on my behalf will make a claim against LSRR as a result of any loss, injury, damage,

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or death suffered by the Intern. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of LSRR to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct), and includes claims for personal injury, property damage, wrongful death, breach of contract, or any other type of suit. _____(Initial)

I/we further agree to defend and indemnify LSRR (to pay or reimburse LSRR for money it is required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of a family member, a co-participant, or any other person for any claims related to the Intern's participation in the program. _____(Initial)

I/we agree to release, hold harmless and indemnify LSRR from any and all liability arising out of or resulting from any injury or illness which occurs while the Intern is enrolled. I/we agree to release, hold harmless, and indemnify LSRR from any and all liability arising out of or resulting from any medical condition which is self-inflicted by the Intern while enrolled, including without limitation any self-inflicted injury or illness. _____(Initial)

Personal Search Agreement

I/we hereby consent and authorize LSRR to search the person and personal belongings of the Intern and to confiscate all items deemed inappropriate by LSRR personnel. In connection with such search, LSRR may, in its discretion, require the Intern to remove all of his clothing and may search the Intern's entire person. _____(Initial)

Research Authorization

Client hereby authorizes LSRR to use data from the Intern's records, tests, and assessments for purposes of ongoing research, provided that the Intern's name and identity will be kept Confidential and not used in any published materials. _____(Intern sign and date)

Dispute Resolution

a. Alternative to Litigation. The parties desire to resolve any dispute, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including amendments or extensions), or the breach or termination of this Agreement (the "Dispute") without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as the sole means to resolve the Dispute.

b. Negotiations; Mediation. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the Dispute. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of the Parties. Documents identified in or provided with such

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communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered and be admitted in evidence, in the arbitration or lawsuit.

c. Arbitration. If the negotiations do not resolve the Dispute within sixty days of the initial written request, the Dispute shall be submitted by either Party or both Parties (with a copy provided to the other Party) to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "Rules").

d. Location. The arbitration shall be held in Millard County, UT and there shall be one arbitrator. Such arbitrator shall be chosen subject to the Rules. The arbitrator shall have no financial interest in the outcome of the dispute and shall use the Federal Rules of Evidence. The arbitrator shall determine the claims of the parties and render a final award in accordance with the substantive law of the State of Utah, excluding the conflicts provisions of such law. The arbitrator shall set forth the reasons for the award in writing. Except as required by law (and then only after prior notice to the other Party), no Party shall disclose the facts of the underlying dispute or the contents or results of the arbitration without the prior consent of all parties. The decision of the arbitrator shall be final and binding on all Parties, and shall be enforceable in any court competent jurisdiction.

e. Limitation. Any claim by either Party shall be time-barred if the asserting Party commences arbitration with the respect to such claim later than two years after the cause of action accrues. All statutes of limitation and defenses based upon passage of time applicable to any claim of a defending Party (including any counterclaim or claim of setoff) shall be tolled while the arbitration is pending.

f. Discovery. The arbitrator shall order the Parties to promptly exchange copies of all exhibits and witness lists, and, if requested by a Party, to produce other relevant documents, to answer up to ten interrogatories (including subparts), to respond to up to ten requests for admissions (which shall be deemed admitted if not denied) and to produce the deposition and, if requested, at the hearing all witnesses that such Party has listed and up to four other persons within such Party's control. Discovery shall be conducted in accordance with such court proceedings.

h. Enforceability. If any part of this dispute resolution provision is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this provision. ____ (Initial)

Entire Agreement

This Agreement contains the entire agreement of the parties with the respect to the subject matter of the Agreement. This Agreement supersedes any prior written or oral agreements between the parties. Any modification to this Agreement of any kind must be in writing and signed by the party obligated under the modification. ____ (Initial)

Severability

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. ____ (Initial)

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Governing Law

This Agreement shall be construed in all respects in accordance with the laws of the State of Utah, without regard to conflicts of laws principles that would require the application of any other law. _____(Initial)

Attorney Fees

In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, conditions, covenants, or in any appeal thereof, it is agreed that the prevailing party shall be entitled to all reasonable attorney's fees. _____(Initial)

Collection Costs

I/we agree to pay all costs and expenses incurred in collection of any past due amounts, including court costs and attorney's fees whether incurred prior to or subsequent to any litigation. In addition, I/we agree to pay finance charges of 12% APR as outlined on the financial page of this application.

_____(Initial)

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

_____(Initial)

#1 Financial Sponsor (print): _____

Signature: _____ **Date:** _____

#2 Financial Sponsor (print): _____

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Signature: _____ Date: _____

Intern (print): _____

Signature: _____ Date: _____