



## SHADOW MOUNTAIN ENROLLMENT AGREEMENT

This Enrollment Agreement is entered into by and between Shadow Mountain Academy, LLC (hereinafter referred to as “SMA”), P.O. Box 65, Taos, New Mexico 87571, (575) 751-4851, and Financial Sponsor of Applicant, as indicated herein.

Applicant’s name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age of Applicant as of Enrollment Date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Financial Sponsors (if different than Applicant): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_

Work phone number: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Information and Emergency Contact of Applicant of (if different than Financial Sponsor)

Agreement by Applicant and Financial Sponsor to all terms contained herein is a necessary condition of Applicant’s enrollment in a Shadow Mountain Program. The parties agree to the following terms:

**1. Financial Responsibility.** Financial Sponsor expressly agrees to pay any and all tuition, expenses, and other fees related to Applicant’s application to and participation in the Shadow Mountain Program:

**A. Tuition; Student Accounts.**

**(a.) Tuition.** SMA is a private pay residential living community. Tuition includes room and board, the SMA curriculum of transitional learning and emotional growth, and access to all recreational opportunities provided by SMA. Tuition does not include additional costs of educational institutions that Applicant may attend to receive high school and/or college credit from programs and/or institutions unaffiliated with SMA. Applicant and/or Financial Sponsor shall be responsible for payments made directly to those institutions. The Financial Sponsor is solely responsible for payment or reimbursement arrangements with any insurance providers relating to tuition costs.

**(b.) Program.** If Applicant does not complete the SMA Program by the end of the contract term, the Applicant may continue at the standard monthly rate until the Applicant completes the Program. This Enrollment Agreement will continue in full force until the Applicant completes, withdraws or is otherwise removed from the SMA Program.

**SHADOW MOUNTAIN (9 Month Program)**

**Levels 1, 2, and 3 all. Monthly Cost \$6,000**

Choice of Payment Options...

Due at inception \$12,000 (1st) month & last month tuition payment.  
Billed monthly thereafter. Three (3) month minimum commitment.

On admission \$24,000 (3 months & last month) billing thereafter in 3 month increments.

On admission \$50,000 for all (9) nine months.

**SHADOW MOUNTAIN LEVEL ONE (90 Day Program)**

Includes weekly Individual Therapy, Recovery work and groups, Life Skills, Vocational Classes One Mandatory Family Workshop, Group Activities and Meals

**SHADOW MOUNTAIN LEVEL TWO (90 Day Program)**

Includes weekly Individual Therapy, Recovery work and groups, Life Skill, Educational and Vocational classes, Second Family Workshop, Group Activities and Meals

**SHADOW MOUNTAIN LEVEL THREE (90 Day Program)**

Includes on campus housing, on campus Activities included. Weekly Relapse Prevention Group, a continuation of Life Skill, Educational and Vocational classes, Same oversight as Level 1 and 2 while on campus, Nightly peer group meetings, Career Exploration Training

**(c.) Student Spending Accounts.** In addition to the payment of tuition, the Financial Sponsor shall be responsible for maintaining a Student Account with funds sufficient to cover all expenses additional to the cost of Tuition, including, but not limited to allowances, tutoring expenses, drug testing, medical expenses (including prescription costs), inpatient/out-patient and individual therapy costs, trips and outings, transportation costs, clothing, athletic or camping gear, items necessary for personal hygiene and grooming and other personal effects, and repairs for any damages caused by the Student to SMA properties. Financial Sponsor shall maintain a minimum balance of \$2,000.00 in the Student Spending Account as of the first day of Student's enrollment and, thereafter, as of the first day of each month during entire stay at SMA. However, SMA may increase the required monthly minimum balance of the Student Account for which the Financial Sponsor is responsible when known monthly expenses exceed \$2,000. Financial Sponsor's failure to maintain the required monthly minimum balance shall be grounds for termination of Student from the SMA Program. SMA will provide an accounting of the Student Account to the Financial Sponsor upon request.

**(d.) Late Fees.** Payment is due prior to Student's enrollment. If this Enrollment Agreement is extended on a month-to-month basis, tuition payments are due 7 days prior to the anniversary day of the students arrival every additional month of stay at SMA. For any payment due, a 5% late fee will be charged if payment has not been received by SMA within 10 days of due date, late payments are grounds for termination from the SMA Program.

**2. Refund Policy.** Tuition structure is 1st month and Last Month with a minimum commitment of (3) months. SMA provides for a pro-rated tuition refund that begins every month based on the anniversary date (date of admission). The last month tuition of \$6000 is non-refundable.

**3. Insurance.** Student must have health insurance while enrolled in a SMA Program. It is the Financial Sponsor's responsibility to pay all expenses related to maintaining health insurance, including, but not limited, premium payments and co-pays. In addition, Financial Sponsor is responsible for all expenses incurred which are not covered by the Student's health insurance. Written proof of health insurance must be provided to SMA at the time of Student's enrollment.

**4. No Warranty.** SMA is a voluntary program that challenges young adults to participate in a transitional learning program which focuses on a student's recovery and healing, emotional and personal growth, academic and/or vocational growth, and independent living skills and work ethic. SMA is not a medical treatment facility. While SMA will make every reasonable effort to encourage Student to complete the SMA Program within the contract term, whether or not a student succeeds in SMA's Program may depend on a number of factors, including but limited to, Student's and Financial Sponsor's willingness to participate in the SMA Program & Workshops and follow SMA's rules and procedures. Therefore, SMA makes no representation, warranty, or covenant, express or implied, regarding the likelihood of Student's success in completing the SMA program, ability to stay sober and/or free of substance abuse, or continued success or sobriety once a Student leaves the SMA program.

**5. Modification; No Waiver; Severability.** This Agreement contains the entire agreement and supersedes all previous communications, representations, and agreements, oral or written, between the parties to this Enrollment Agreement. Any modifications or amendments to this Enrollment Agreement must state in writing the parties' intention to modify this Enrollment Agreement and the modifications thereto, followed by the signature of each party. The failure of either party to exercise any of its rights under this Enrollment Agreement at any time does not constitute a breach of this Enrollment Agreement and shall not be deemed to be a waiver of such rights for any subsequent breach. If a court of competent jurisdiction determines that any part of this Agreement is invalid, unlawful or unenforceable, that determination shall not impair or nullify the remainder of this Agreement. None of the rights and duties under this Agreement may be assigned without the prior written consent of the other party.

**6. Governing Law; Dispute Resolution.** This Enrollment Agreement shall be governed and construed in accordance with the laws of New Mexico. If any legal action is necessary to enforce the terms of this Enrollment Agreement, the prevailing party is entitled to reasonable attorney fees and costs in addition to any other relief to which the party may be entitled.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by:

**FINANCIAL SPONSOR**

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**Payment by check send to:**

Shadow Mountain  
Attn: Robb Holub  
PO BOX 65  
Taos, NM 87571

**Wire Transfer information:**

Centinel Bank of Taos  
Phone: 575-758-6700  
Routing Number: 107001261  
Account Number: 4036271 (SHADOW MOUNTAIN LLC)

Client Name: \_\_\_\_\_

**Fax Documents to Shadow Mountain Academy: 505-212-0260  
Attention: Admissions**



## SHADOW MOUNTAIN CREDIT CARD AUTHORIZATION

Please process payment for the 9 month Program - see payment options above (be advised that a 3% fee will be added when using a credit card for tuition).

Name on Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Amount to be charged (see payment options above) \$ \_\_\_\_\_ PLUS 3% CC fee

Credit Card Billing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Credit Card Authorization Signature: \_\_\_\_\_

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Attention: Admissions**