



# SHADOW MOUNTAIN RECOVERY

## ENROLLMENT AGREEMENT

This Enrollment Agreement is entered into by and between Shadow Mountain Academy, LLC Property Owner, provider of residential services (hereinafter referred to as "SMA") and Shadow Mountain Recovery Non Profit Inc. provider of recovery services (hereinafter referred to as SMR Non Profit or SMR), P.O. Box 65, Taos, New Mexico 87571, 800-764-7250 , 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 that Applicant): \_\_\_\_\_

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

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

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

Cell#: \_\_\_\_\_

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

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

Emergency contact 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 program costs, expenses, and other fees related to Applicant's application to and participation in the Shadow Mountain Recovery Program:

**A. Program Costs;**

(a.) SMA is a private pay residential living community. Program cost includes, but is not limited to, room and board, the SMR Non Profit curriculum of transitional learning and emotional growth, and access to all recreational opportunities provided by SMR Non Profit. Program costs do 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 SMR Non Profit. 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 program costs.

(b.) Program: If Applicant does not complete the SMR Program by the end of the contract term, the Applicant may continue at the monthly rate of the program Level achieved determined by staff 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) Cost is \$54,000**

Each Program Level payment is due (2) two weeks prior to the anniversary date (date of admission) based on the number of days since admitted into SMR program. Actual cost is based on number of days. Program Levels are determined by staff based on the progress of the resident. Each 90 days in the program begins another (3) month minimum commitment.

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

**\$22,000 Total Cost** paid in full prior to arrival. Includes weekly Individual and Family Therapy, Recovery work and groups, Life Skills, Educational and Vocational training classes (1) One Family Workshop, Group Activities and Meals

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

**\$18,000** paid in full 2 weeks prior to anniversary date (based on date of admission) Includes weekly Individual and Family Therapy, Recovery work and groups, Life Skills, Educational and Vocational classes, A Second Family Workshop, Group Activities and Meals

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

**\$14,000** paid in full 2 weeks prior to anniversary date (based on date of admission) Includes weekly Individual and Family Therapy, Recovery work and groups, Life Skills, Educational and Vocational classes, A Second Family Workshop, Group Activities and Meals

**\$2500** After Care Monitoring Services, after completing our program a one year service to support the resident and the parents for long term success in recovery. Includes oversight, communication, self reporting, random drug screening, continuous support and follow through with a daily living plan. Service is provided by Hired Power in a separate agreement provided by the service provider

**2. Student Spending Accounts.** In addition to the payment of program costs, the Financial Sponsor shall be responsible for maintaining a resident trust account with funds sufficient to cover all expenses additional to the cost of program, including, but not limited to allowances, tutoring expenses, drug testing, medical expenses (including prescription costs), in-patient/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 resident to SMA LLC properties.

*Financial Sponsor shall maintain a minimum balance of **\$3,000.00** 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 SMR. However, SMR may increase the required monthly minimum balance of the Student Account for which the Financial Sponsor is responsible when known monthly expenses exceed \$3,000. Financial Sponsor's failure to maintain the required monthly minimum balance shall be grounds for termination of resident from the SMR Program. SMR will provide an accounting of the Student Account to the Financial Sponsor upon request.

**Fax Documents to – Shadow Mountain Recovery -  
Attention Admissions 505-212-0260 or email to  
rjholub2@mac.com**

**A. 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 30 days *prior* to the anniversary day of the student's 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 by (7) days after due date. In addition, a 10% late fee will be charged if payment has not been received by the fifteenth (15th) day from due date. For non-payment of program costs resident is subject to dismissal at any time if late.

**B. Refund Policy.** SMR does not provide refunds as each Level of program is a 3 month commitment and recovery services are provided by a 501 (c) 3 public charity supported by donations.

**C. Insurance.** Student must have health insurance while enrolled in a SMR 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 SMR at the time of Student's enrollment.

**1. No Warranty.** SMR 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 SMR will make every reasonable effort to encourage a resident to complete the SMR Program within the contract term, whether or not a student succeeds in SMR's Program may depend on a number of factors, including but limited to, Student's and Financial Sponsor's willingness to participate in the SMR Program & Workshops and follow SMR's rules and procedures. Therefore, SMR makes no representation, warranty, or covenant, express or implied, regarding the likelihood of Student's success in completing the SMR program, ability to stay sober and/or free of substance abuse, or continued success or sobriety once a Student leaves the SMR program.

**2. 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 modification 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.

**3. 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.

***By signing the below you acknowledge that you have read and understand the terms of this entire agreement including the relationship for recovery services from Shadow Mountain Recovery Non Profit a 501 c 3 and Shadow Mountain Academy LLC property owner and residential services provider.***

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

**FINANCIAL SPONSOR**

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

**Payment by check send to:**

Shadow Mountain Recovery  
Attn: Robb Holub  
634 Vista Valinda  
San Clemente, CA. 92672

**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 Recovery  
Attention Admissions 505-212-0260 or email to  
rjholub2@mac.com**



# SHADOW MOUNTAIN ACADEMY

## CREDIT CARD AUTHORIZATION

Please process the following payment

(Be advised that a 3% fee will be added when using a credit card to cover costs)

for:

Shadow Mountain 9 month Program - \$54,000 for a (9) month program

Level One - \$22,000 due upon enrollment

Level Two - \$18,000 due for (2<sup>nd</sup>) 90 days

Level Three - \$14,000 due for (3<sup>rd</sup>) 90 days

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

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Code \_\_\_\_\_

Amount to be charged \$ \_\_\_\_\_ PLUS 3% CC fee.

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

\_\_\_\_\_

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

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

**Fax Documents to - Shadow Mountain Recovery  
Admissions Dept. 505-212-0260 or email to  
riholub2@mac.com**