

STATEMENT OF PARENTAL RESPONSIBILITY

This Statement is entered into on this _____ day of _____ (month), _____ (year), by and between _____ (Father full name) and _____ (Mother full name), referred to in this Statement as the "Parents", The Fathers House, and the Managing Partners of Heritage Homeschool Support LLC (Lee Bancroft and Nancy Fremouw).

1. We, _____ (Father) and _____ (Mother), are the parents of _____ (Child), _____ (Child), referred to in this Statement as the "Children", who will be participating in the Heritage Elementary Program or the Heritage Academic Core Support Program on the premises owned by The Fathers House located at 4800 Horse Creek Dr., Vacaville, CA 95688, during the period August 2024, through June 2025.

2. "Heritage Elementary Program" and "Heritage Core Support Program" are the names chosen for the concept described in paragraphs 2 and 3. These programs are part of the services provided by Heritage Homeschool Support LLC.

3. We understand that the intent and purpose of the Heritage Elementary Program or the Heritage Core Support Program, referred in this Statement as the "Program", is to make available to our Children and to the children of other participating parents at one convenient location the services of private tutors. The Program is not a school. No participant in the Program, collectively or individually, represents to the Parents or the Children that the Program is a school or that the Children are entitled to or will receive academic credit by reason of their participation in the Program or that the Program satisfies, or is intended or designed to satisfy, any educational requirement imposed by the laws of the State of California.

4. The Parents and their Children are engaged in a course of independent study, or "homeschooling". The Parents acknowledge and agree that (a) they have sole responsibility for the conduct of their Children's course of independent study, (b) neither the other participants in the Program, collectively, nor any other participating parent in the Program, individually, has any duty, obligation or responsibility to provide instruction to or for the benefit of the Children, (c) it is the Parents' sole responsibility to determine whether their Children are entitled to academic credit for the instruction offered by any tutor made available to them and their Children through the Program and neither the other participants in the Program, collectively, nor any other participating parent in the Program has any duty, obligation or responsibility to assure the availability or receipt of such academic credit, and (d) it is the Parents' sole responsibility to comply with all of those provisions of California law concerning the conduct of independent study, including, but not limited to, the preparation and filing with the appropriate authorities of any affidavits, certificates or other documents required by law to be filed.

5. The private tutors are independent contractors who have separate and distinct contracts with each of the parents whose children participate in the Program. None of the tutors has an employment or contractual relationship with the Program which in any event has no capacity to contract. The Parents have contracted, or will contract, individually with each of the tutors participating in the Program for the provision of services to the Parents and their Children. The Parents agree that they are liable for the payment of any and all sums due any tutor participating in the Program for services rendered by such tutors to their Children and that neither the other participants in the Program,

collectively, nor any other participating parent in the Program, individually, has any duty, obligation or responsibility to pay, in whole or in part, any fee or cost charged by any tutor for any services rendered to the Parents' Children. The Parents acknowledge their obligation to pay to each tutor on or before the first day of each calendar month for services to be rendered to their Children by those tutors during the course of upcoming calendar month.

6. The Parents wish to assure the timely and uninterrupted payment of the fees due from them to each of the tutors whose services are made available to them and their Children through the Heritage Elementary or Core Support Programs. For that purpose, the Parents do hereby designate and appoint Lee Bancroft, Nancy Fremouw as escrow holders (and hereafter referred to as "escrow holders") with respect to such money as the Parents shall, from time-to-time in their sole discretion, deposit with her, and authorize her to deposit into one or more bank accounts, which need not be interest-bearing, such moneys for the sole and exclusive purpose of paying the fees charged by tutors for services rendered to the Parents' Children, and the costs associated with the Program. In the event that the Parents shall choose to designate Lee Bancroft and Nancy Fremouw as their escrow holders for the payment of tutors' fees, they agree that:

(a) All such moneys shall be deposited into escrow by the Parents' by means of electronic funds transfer, cash or check payable to the order of "Heritage Homeschool Support." Payments are due on the first of each month beginning in September and late on the 8th. A late fee of \$25 will be assessed for late payments.

(b) Lee Bancroft, Nancy Fremouw will act in capacity of escrow holders only and have no independent obligation to pay, out of their own funds or those of any other person or entity, the fees charged by any tutor for services rendered by such tutor to the Parents' Children.

(c) All funds deposited by the Parents with the Escrow Holders remain the property of the Parents until such time as (i) the Parents demand in writing that such funds, to the extent not yet paid to tutors for their services to the Parents' Children, be returned to them and that the escrow be cancelled, or (ii) they are paid to tutors for services rendered by such tutors to the Parents Children.

(d) The Escrow Holders are hereby specifically authorized to make prompt payment of all tutors' fees billed to them in their capacity as the Parents' escrow holder for services rendered by such tutors to the Parents' Children to the extent of the Parents' funds held in escrow by them upon receipt of such fees and the Escrow Holders have no duty, authority, obligation or right to contest or challenge such fees in whole or in part.

(e) The Parents agree to hold the Escrow Holders free and harmless from all loss, cost or expense (including reasonable attorneys' fees) incurred by them by reason of their exercise of their powers as the Parents' escrow holder; provided only that such lost, cost or expense has not been incurred by reason of their willful and malicious breach of their obligations hereunder.

(f) The Escrow Holders may withdraw in writing as escrow holders at any time and shall thereupon return to the Parents any sums remaining in the escrow account which were deposited by the Parents and shall thereafter have no responsibility to pay, as the Parents' escrow agent or otherwise, the fees of any tutor for any services rendered by such tutor to the Parents or their Children.

7. The Fathers House agrees that the Parents and their Children may use such of The Fathers House's property or premises as The Fathers House may from time-to-time designate for the purposes of the Program. The Parents agree to protect, indemnify and save The Fathers House, the managing members, and the tutors harmless from and against any and all cost (including reasonable attorney's fees) and liability of whatsoever nature arising from the use and occupation by the Parents and their Children of The Father House's premises, including, without limitation, any claim,

liability, loss, or damage of any kind, including possible COVID-19 exposure. Parents agree to be responsible for their children’s medical expenses, whether they have private insurance or not. Heritage Homeschool Support LLC has purchased a one million dollar insurance policy to cover any unexpected accidents.

8. By signing and dating this Statement, the Parents acknowledge and agree that they have read each and all of its terms and conditions, that it constitutes a legally binding agreement between them and all of the other participants in the Heritage Core Support Program and, to the extent that they elect to employ Lee Bancroft and Nancy Fremouw as their escrow agents, between them and Lee Bancroft and Nancy Fremouw as their escrow agents, and between them and The Fathers House with respect to the use by them and their Children of The Fathers House’s premises.

Signature of Parent Date: _____

Signature of Parent Date: _____

The Fathers House Date: _____

Lee Bancroft Date: _____

Nancy Fremouw Date: _____