

SAMPLE - August 2009
ENROLLMENT AGREEMENT

SCHOOL NAME
Address
City, State Zip
Phone Number
Fax Number
Website/Email

Student Name: _____

Present Address:

Permanent Address:

Telephone (home): _____

(work) _____

(Cell) _____

Date of Birth: _____

Student I.D. No.: _____

E-mail: _____

PROGRAM INFORMATION:

Program: _____ Start Date: _____

Program Length: _____ **(Specified in clock hours)**

TUITION:

The total cost for the _____ program:

Tuition:	\$xxxxx
Administration/Registration Fee	\$xxxxx
Books/Supplies	\$xxxxx
Total Program Costs	\$xxxxx

If applicable, must disclose/explain fees, for example: The registration fee must accompany the enrollment agreement to secure a space in the program. If an unusual charge, it must be explained.

TUITION PAYMENTS: (if offered and based upon YOUR payment plans – sample language only)

1. A payment of \$xxx is due with signing of the enrollment agreement.
2. Balance of tuition options:
 - A. Explain payment option 1 if offered (for example: \$xxx due no later than xxx weeks prior to class, payable by cash, check or credit card)
 - B. Explain payment option 2 if offered. (for example: Down payment of \$xxx due xx weeks prior to class, with the balance to be paid in xx installments in the amount of \$xxx. Tuition to be paid in full by the end of the program.
3. These options are available to all students

CANCELLATION AND REFUND POLICY:

Rejection: An applicant rejected by the school is entitled to a refund of all monies paid.

Three-Day Cancellation: An applicant who provides written notice of cancellation within three days (excluding Saturday, Sunday and federal and state holidays) of signing an enrollment agreement is entitled to a refund of all monies paid. No later than 30 days of receiving the notice of cancellation, the school shall provide the 100% refund.

Other Cancellations: An applicant requesting cancellation more than three days after signing an enrollment agreement and making an initial payment, but prior to entering the school, is entitled to a refund of all monies paid, *less the registration or a cancellation fee of \$XXX, not to exceed \$200, if applicable.*

Refund after the commencement of classes:

1. Procedure for withdrawal/withdrawal date:
 - A. A student choosing to withdraw from the school after the commencement of classes is to provide written notice to the Director of the school. The notice is to indicate the expected last date of attendance and be signed and dated by the student.
 - B. For a student who is on authorized Leave of Absence, the withdraw date is the date the student was scheduled to return from the Leave and failed to do so.
 - C. A student will be determined to be withdrawn from the institution if the student has not attended any class for 30 consecutive class days.
 - D. All refunds will be issued within 30 days of the determination of the withdrawal date.
2. Tuition charges/refunds:
 - A. Before the beginning of classes, the student is entitled to a refund of 100% of the tuition (*less the registration fee/administration fee/cancellation fee, not to exceed \$200, if applicable*)
 - B. After the commencement of classes, the tuition refund (*less the registration fee/administration/cancellation fee, not to exceed \$200, if applicable*) amount shall be determined as follows:

% of the clock hours attempted:	Tuition refund amount:
10% or less	90%
More than 10% and less than or equal to 20%	80%
More than 20% and less than or equal to 30%	70%
More than 30% and less than or equal to 40%	60%
More than 40% and less than or equal to 50%	50%
More than 50%	No Refund is required

The percentage of the clock hours attempted is determined by dividing the total number of clock hours elapsed from the student's start date to the student's last day of attendance, by the total number of clock hours in the program.

Books, supplies and fees: Identify what if any of these costs as specified on the enrollment agreement are refundable and under what terms and conditions.

Refunds will be issued within 30 days of the date of student notification, or date of school determination (withdrawn due to absences or other criteria as specified in the school catalog), or in the case of a student not returning from an authorized Leave of Absence (LOA), within 30 days of the date the student was scheduled to return from the LOA and did not return.

Holder in Due Course Statement:

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds, hereof Recovery hereunder by the debtor shall not exceed amounts paid by the debtor (FTC Rule effective 5-14-76).

THE STUDENT UNDERSTANDS:

1. The School does not accept credit for previous education, training, work experience (experimental learning), or CLEP.
2. The School does not guarantee job placement to graduates upon program/course completion or upon graduation.
3. The School reserves the right to reschedule the program start date when the number of students scheduled is too small.
4. The School will not be responsible for any statement of policy or procedure that does not appear in the School catalog.
5. The School reserves the right to discontinue the student's training for unsatisfactory progress, nonpayment of tuition or failure to abide by School rules
6. Information concerning other Schools that may accept the School's credits toward their programs can be obtained by contacting the office of the President. It should not be assumed that any programs described in the School catalog could be transferred to another institution. The School does not guarantee the transferability of credits to a college, university or institution. Any decision on the comparability, appropriateness and applicability of credits and whether they should be accepted is the decision of the receiving institution.
7. This document does not constitute a binding agreement until accepted in writing by all parties.

STUDENT ACKNOWLEDGEMENTS:

1. I hereby acknowledge receipt of the School's catalog dated _____, which contains information describing programs offered, and equipment/supplies provided. The School's _____ catalog is included as a part of this enrollment agreement, and I acknowledge that I have received a copy of this catalog.
_____ Student initials

2. Also, I have carefully read and received an exact copy of this enrollment agreement.
_____ Student initials

3. I understand that the School may terminate my enrollment if I fail to comply with attendance, academic and financial requirement or if I disrupt the normal activities of the School. While enrolled in the School. I understand that I must maintain Satisfactory Academic Progress as described in the School catalog and that my financial obligation to the School must be paid in full before a certificate may be awarded.

4. I also understand that this institution does not guarantee job placement to graduates upon program/course completion or upon graduation.
_____ Student's initials

CONTRACT ACCEPTANCE:

I, the undersigned, have read and understand this agreement and acknowledge receipt of a copy. It is further understood and agreed that this agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified without the written agreement of the student and the School Official. I also understand that if I default upon this agreement I will be responsible for payment of any collection fees or attorney fees incurred by _____ (school name).

My signature below signifies that I have read and understand all aspects of this agreement and do recognize my legal responsibilities in regard to this contract.

Signed this _____ day of _____ 20_____

Signature of Student

Date

Signature of School Official

Date

Representative's certification: I hereby certify that _____ has been interviewed by me and in my judgment, meets all requirements for acceptance as a student. I further certify that there have been no verbal or written agreements or promises other than those appearing on this agreement.

By: _____ Date: _____