

English Language Institute
One Embarcadero Center, Lobby Level
San Francisco, California 94111

ENROLLMENT AGREEMENT

Section 1. Student Information:

Student Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

This agreement is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy including examples of how it applies and; (b) an information sheet explaining the course and important information about the school. Immediately upon signing this agreement, you will be given a copy of it to keep.

Section 2. Program of Study and Study Period:

This agreement is for the program selected below (please check one)

- Intensive English as a Second Language TOEFL TEST Preparation University Preparation
 Business English for Entrepreneurs ESL + TOEFL

Start Date: _____ Scheduled Completion Date: _____
(determines I-20 length and qualification for grace period)

Original Period of Financial Obligation _____ weeks.(52 week maximum)
(resets with each additional tuition payment—see example in refund information below)

Section 3. Refund Information and Refund Policy:

Date by which you must request a refund to receive a 100% refund minus the application fee and/or the housing placement fee: _____
(one week from first day of school)

STUDENT'S RIGHT TO CANCEL. You have the right to cancel the enrollment agreement and get a refund. The institution, for all students, without penalty or obligation, shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred and fifty dollars (\$250), if the notice of cancellation is made prior to or on the first day of instruction or the seventh day after enrollment whichever is later.

Cancellation shall occur when you give written notice of cancellation at the address of the Institution shown on the top of this Agreement. You can do this by mail, hand delivery, or email. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage prepaid.

The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that you no longer wish to be bound by this Agreement.

REFUND INFORMATION. You may withdraw from the program through 60% of your period of financial obligation and receive a prorated refund for the unused portion of the tuition. Your period of financial obligation is indicated on your enrollment agreement. After you study for 60% of your period of financial obligation, no refund is available. For example, if you enrolled for and paid for 12 weeks of study (48 class days of financial obligation), you could withdraw and receive a prorated refund through the first day of the 8th week (29 class days of financial obligation). After the first day of the 8th week there would be no refund available ($29/48 = 60.4\% =$ over 60% of period of financial obligation). If after your original 12 weeks you extended your studies for 4 additional weeks and paid tuition for these 4 weeks (16 class days of financial obligation), you could withdraw and receive a prorated refund through the first day of the 3rd week (9 class days of financial obligation). After the first day of the 3rd week there would be no refund available ($10/16 = 62.5\% =$ over 60% of period of financial obligation).

Prorated refunds are calculated by the day based on your last day of attendance. The daily refund amount is _____. Refunds will be paid within 45 calendar days of your withdrawal. Refunds can only be paid to the person or company from whom the funds originated and in the form of the original payment. The application fee is nonrefundable. If you received a discount for enrolling in and paying for a set number of weeks in advance and withdraw early, your discount will be deducted from the amount refunded. You lose the discount if you withdraw early after one or more weeks of enrollment. Commission paid to agencies is also deducted from the refund amount.

Failure to comply with school policies such as attendance or academic progress can result in automatic withdrawal. If it becomes necessary for the school to automatically withdraw you from our program, the refund policy above will be used to calculate your refund. Any refund due will be paid within 45 days of your automatic withdrawal.

If the school cancels or discontinues a course or educational program in which you are enrolled before your start date, the school will make a full

refund of all charges paid for that program. If the school cancels or discontinues a course or educational program in which you are enrolled after your start date, the school will make a full refund of all unused charges paid for that program.

Section 4. Program Tuition and Fees:

Application Fee (App fee - STRF Assessment) (Nonrefundable)	\$ [redacted]
STRF Assessment \$.00 for every \$1000 of Institutional Charges (Nonrefundable)	\$ [redacted]
Textbook (Nonrefundable)	\$ [redacted]
Housing Placement Fee (Optional and Nonrefundable)	\$ [redacted]
Tuition (Prorated upon course withdrawal)	\$ [redacted]
TOTAL CHARGES	\$ [redacted]

THE TOTAL CHARGES FOR THIS PERIOD OF ATTENDANCE ([redacted] WEEKS) IS \$ [redacted]. THE TOTAL THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT IS \$ [redacted]. *ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM IS \$ [redacted] FOR THE FIRST [redacted] WEEK SESSION AND \$ [redacted] FOR EACH ADDITIONAL [redacted] WEEK SESSION (until program changes). 1 Week = [redacted] hours of class + [redacted] hours optional after-school classes.

**Your 4 week tuition rate for this program is \$ [redacted]

Housing fees paid \$ [redacted] (This amount goes to a third-party housing agency)

**\$60 late fee charged if tuition is paid two weeks or more late (13 day grace period)

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

[redacted]
Date

[redacted]
Signature of Student

I certify that the institution has met the disclosure requirements of the new Private Postsecondary and Vocational Education Reform Act, effective January 1, 1998.

ACKNOWLEDGED AND ACCEPTED:

[redacted]
Date

[redacted]
Signature & Title of Institution Official

Section 5. Required Notices from the California Government (BPPE) and our Accreditation Agency (ACCET):

If you obtain a loan to pay for an educational program, you will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If you are eligible for a loan guaranteed by the federal or state government and you default on the loan, both of the following may occur:

- (1) The federal or state government or a loan guarantee agency may take action against you, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
- (2) You may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

If you have received federal student financial aid funds, you are entitled to a refund of moneys not paid from federal student financial aid program funds.

STUDENT TUITION RECOVERY FUND-- "The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private

Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, (916) 431-6959 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of noncollection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.”

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

Student Initial and Date

Any questions a student may have regarding this Enrollment Agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at P.O. Box 980818 West Sacramento, CA 95798-0818, Web site: www.bppe.ca.gov E-mail: bppe@dca.ca.gov Toll Free: (888) 370-7589 Main Fax: (916) 263-1897.”

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling ((888) 370-7589) or by completing a complaint form, which can be obtained on the bureau's Internet Web site www.bppe.ca.gov

You may also direct problems with the school to our accreditation agency ACCET phone: 202-955-1113 or email: jhendrickson@accet.org or to the BPPE at bppe@dca.ca.gov or (888) 370-7589

**"NOTICE CONCERNING TRANSFERABILITY OF CREDITS
AND CREDENTIALS EARNED AT OUR INSTITUTION"**

"The transferability of credits you earn at English Language Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the Certificate of Completion you earn in the English as a Second Language or TOEFL Preparation Course is also at the complete discretion of the institution to which you may seek to transfer. If the Certificate of Completion that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending English Language Institute to determine if your Certificate of Completion will transfer.

An institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.