

Diesel Truck Driver Training School

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7190 Elder Lane, Sun Prairie, WI 53590 - 800-383-7364

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ENROLLMENT & FINANCING AGREEMENT (CONTRACT)

Student Name **STUDENT** **ANY** **8/29/2018**
Last First MI Date

THIS CONTRACT CONSTITUTE MY ENTIRE CONTRACT with Diesel Truck Driver Training School and the acceptance of this contract by the Diesel Truck Driver Training School, hereinafter called the School, binds me and the School to the terms hereof and further entitles me to the School's training program described below and all other services as described in this document related to that program.

THIS AGREEMENT BECOMES A LEGALLY BINDING INSTRUMENT UPON WRITTEN ACCEPTANCE OF THE STUDENT BY THE SCHOOL UNLESS CANCELED PURSUANT TO BUYERS RIGHT TO CANCEL.

COURSE NAME

Class A Commercial Driver Training Program

COURSE CHARGES

Tuition: **\$0.00** Tuition does not include housing, transportation, food, CDL Fees, or any living expenses.
CDL Fees: (Addendum A) **\$0.00**
Housing: (Addendum A) **\$0.00**

Total Charges: **\$0.00**
Advanced Payment: (less) **\$0.00**
Downpayment: (less) **\$0.00**

Balance Due: **\$0.00**

MARITAL PURPOSE: I am Married [], Unmarried [], Legally Separated []

If married and my spouse is not signing below the name of my spouse is _____

And my spouse resides at the address shown here _____

The obligation incurred by this agreement is in the interest of my marriage and /or family.

Student Signature: _____

NOTICE TO CUSTOMER (BUYER):

A. DO NOT SIGN THIS BEFORE YOU READ THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.

B. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

C. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

D. THIS CONTRACT SHALL NOT BECOME LEGALLY BINDING ON THE PARTIES PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT OF WRITTEN ACCEPTANCE BY THE SCHOOL AND THE NOTICE OF CANCELLATION PROCEDURES.

E. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT OF CANCELLATION PROCEDURES. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Student Signature _____ (SEAL)

Student Address: **112233 ANY ST** City, State, Zip: **ANY TOWN, WI 53590**

I, the undersigned School Officer, certify that the student has been interviewed by me and that in my judgment meets the requirements for acceptance. I further certify that there have not been agreements other than those appearing on this contract and the student is hereby accepted and enrolled.

8/29/2018

8/29/2018

Date Signed

Dated Accepted

School Officer

1/1/1981

Class Start Date

1/1/1981

Class End Date

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THE SCHOOL'S OBLIGATION TO STUDENTS:

The School hereby agrees that there are no charges other than those stated in this agreement. The School will allow students twelve (12) months to begin their training from the date of this contract. The School will deliver training at the Schools Training Grounds. The School will furnish the training with its equipment. The School will award a diploma to students upon successful completion of the Program. The School will refer graduates to potential employers who may or may not have immediate openings. It must be clearly understood that these referrals do not constitute offers of employment.

STUDENT'S UNDERSTANDING AND OBLIGATION TO THE SCHOOL:

Student agrees to have a written acceptance from the School. Student agrees to pay their own transportation to and from the Training Grounds. Student agrees to pay their own medical expenses while in training in the event student requires medical attention or hospitalization. Student accepts full responsibility in meeting the mental, physical and other requirements for passing the Federal Department of Transportation Physical Exam or any other governmental regulations pertaining to qualifying as employee.

GROUNDS FOR TERMINATION BY THE SCHOOL:

Any of the following may be grounds for termination: Being under the influence of intoxicating drugs or alcohol; Bringing drugs or alcohol onto the school property; Any unauthorized operation of school equipment; Violating any industry or school safety code; Possessing weapons or firearms on training grounds; Insubordination (failure to comply with the instructions of instructor or school employee); Illegal acts on or off school property, while in training; Fighting; vulgarity; Failure to satisfy financial obligations to the school, unsatisfactory progress or attendance, or failing a drug screen.

STUDENT'S REFUND AND CANCELLATION PRIVILEGES (BUYER'S RIGHT TO CANCEL):

GENERAL INFORMATION AND PROCEDURES TO BE FOLLOWED: The termination date will be the date the student notifies the school, whether verbally or in writing, or the last day of attendance for a student who ceases to attend. The School will make refunds within 30 calendar days after the date of termination. A student shall be deemed to have provided constructive notice of an intention to withdraw if the student fails to attend classes for 3 consecutive days without providing, prior to or during that period, an explanation to the School regarding absences. All notices must be sent to: Jerry Klabacka, School Director, Diesel Truck Driver Training School, PO Box 558, Sun Prairie, WI 53590.

1. If an applicant is rejected, or if for any reason a student withdraws or is dismissed by the School prior to attending school, all tuition will be refunded to the student.
2. If for any reason a student withdraws or is dismissed by the School within three business days of signing the Enrollment Agreement (Contract), all tuition monies will be refunded to the student.
3. If for any reason a student withdraws or is dismissed by the School after attending at least one class but prior to completing 60% of the instruction in the current enrollment period, the student is entitled to a pro-rata refund as follows:

| AT LEAST | BUT LESS THAN REFUND | |
|--------------|----------------------|-----------|
| 1 Class/Unit | 10% | 90% |
| 10% | 20% | 80% |
| 20% | 30% | 70% |
| 30% | 40% | 60% |
| 40% | 50% | 50% |
| 50% | 60% | 40% |
| 60% | no | no refund |

4. Except as described in Item-1 and Item-2 above, the School may retain a one-time cancellation fee of \$100 in addition to the tuition charges described in Item-3 above.
5. If for any reason a student withdraws or is dismissed by the School after completing 60% of the course of instruction, the charge may not exceed the total cost of the course of instruction.
6. All agents responsible for collecting amounts due under an Enrollment Agreement are informed of the School's Refund and Cancellation Policy and these policies are consistently applied.
7. The School Policy on refunds due a student where the student has used a third party funding agency is that all monies refunded go directly the funding agency.

8. FOR VETERANS RECEIVING VETERANS EDUCATIONAL BENEFITS:

The non-refundable portion of registration fees will not exceed \$10.00. All other charges to the student, including tuition, books and supplies issued by the School, registration fees in excess of \$10.00, and other fees will not exceed the pro-rata portion of total charges that the length of the completed portion of the course bears to the total length of the course.

9. Students who withdraw from training may owe a balance based upon the above refund policy. In this event, the student agrees this balance will accrue interest at an annual percentage rate (A.P.R.) of 21.0% until paid in full.

Signature

Date

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CLASS SCHEDULES:

- Four Week Class: Week one is Registration and Orientation, Monday 7:00am to 4:30pm, Tuesday-Thursday 6:00am-4:30pm, Friday 6:00am-10:30am. Week Two, Three, and Four, Monday-Thursday 6:00am-4:30pm, Friday 6:00am-10:30am.
- Two Week Class: Week one, Registration and Orientation, Monday 7:00am to 4:30pm, Tuesday-Thursday 6:00am-4:30pm, Friday 6:00am-10:30am. Week Two, Monday-Thursday 6:00am-4:30pm, Friday 6:00am-10:30am.
- Weekend Class: First Saturday is Registration and Orientation, 7:00am to 4:30pm all days thereafter.

STUDENT'S UNDERSTANDING:

- A. I understand that the School does not guarantee its students employment upon completion of the course, and I have been so informed by the School's representative whose signature appears on this contract.
- B. I, THE UNDERSIGNED STUDENT, CERTIFY THAT I HAVE READ BOTH SIDES of this contract, understand the contents fully, and agree to abide by its terms and by the School's training policies. I further certify that both sides of this contract contain all the terms of our agreement and that there have been no verbal promises or agreement made other than those outlined in this contract. I certify that I have received an exact copy of this contract.
- C. I understand that the School at its discretion may charge me \$200.00 per day in the event I need additional training over and above the amount of time as described in this contract. Refresher training and the daily charges as described above are for a student participating in standard curriculum being offered, NOT customized.
- D. I authorize the sale, discount or transfer of this agreement to a third party and I understand that the refund policy continues to apply.
- E. I, the undersigned, hereby certify receipt of a copy of the School's catalog dated _____ 2018 _____, including a description of the course of instruction, prior to signing this student contract.

GOVERNING LAW:

This Agreement and the legal relations among the parties here to shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to principles of conflict of laws. The venue of any action with respect to this agreement shall be in Dane County, Wisconsin.

Signature of Student (Borrower)

Date