



3504 40th Street, Kenosha, WI 53144

Tel: (262) 455-7820

www.eagletrainingservices.com

CDL – A Semi-Tractor Driver Training Enrollment Agreement

APPLICATION FORM # _____

Name: _____
(First) (Middle) (Last)

Address _____ **City** _____ **State** _____ **Zip** _____

Cell Phone: (____) _____ - _____ **Alternative Phone:** (____) _____ - _____

SS #: - - **e-mail:** _____

Date of Birth: _____ / _____ / _____ **Driver's License #** _____

THIS CONTRACT CONSTITUTES MY ENTIRE CONTRACT with Eagle Training Services, Inc. LOCATED AT 3504-40TH St, Kenosha, WI 53144. The acceptance of this contract by Eagle Training Services, Inc. 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.

1. COURSE NAME AND DURATION

CDL – A Semi-Tractor Driver Training

Clock Hours: 160 Hours

2. COURSE START DATE _____ END DATE _____

3. TUITION COST AND OTHER FEES

Tuition Cost*: \$4,100.00 (Includes DOT Physical and drug screening fees)

Tuition **DOES NOT** cover the cost of your Learner's Permit Issuance Fee (\$30), the cost of the Wisconsin State CDL Exam (\$150) or retest fees (\$50), or final CDL License Issuance fees (\$74)

*Tuition fees also do not include motel, transportation, food, or any living expenses during the course of training. Those costs are solely the responsibility of the student.

A. All students who self-pay must make an initial down payment of \$500 to hold their opening in class. All remaining fees must be paid in full by the class start date.

Students who attend through a third-party payer (i.e., WIOA program, DWD Voucher, DVR Program, Veterans Benefits (GI BILL) (pending) will have their payments paid for, by that particular agency. Students who attend through a third-party payer will only be allowed to begin training once proper authorization has been forwarded to the school by the appropriate agency. Once training has completed, if such third-party agency refuses payment to Eagle Training Services, Inc. for whatever reason, then by signing this agreement, I shall assume responsibility for all debts and monies due to Eagle Training Services, Inc. for any training received on my behalf.

Eagle Training Services, Inc. reserves the right to hold all certificates and paperwork regarding course completion, and CDL licensing until a self-paying student's balance has been paid in full with the school.

If a self-paying student is paying by personal check, we reserve the right to hold all paperwork until the check has cleared the bank. We also accept personal checks, Visa/MasterCard, Discover Card, and Money Orders. Student Checks returned for insufficient funds will be assessed a \$50 penalty to cover charges we incur through our bank.

4. NOTICE TO CONSUMER (Buyer):

- A. DO NOT SIGN THIS BEFORE YOU READ ALL THE PAGES, 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 EITHER PARTY PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT OF WRITTEN ACCEPTANCE BY THE SCHOOL AND THE NOTICE OF CANCELLATION PROCEDURES.**
- E. YOU HAVE THE RIGHT AT ANYTIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.**
- F. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT OF CANCELLATION PROCEDURES. SEE PAGE 3 OF THIS CONTRACT FOR AN EXPLANATION OF THIS RIGHT.**

Refund Policy

A. GENERAL INFORMATION AND PROCEDURES TO BE FOLLOWED: The termination date will be the date the student notifies the School in writing, or the last day of attendance for a student or ceases to attend. **Once a student begins the course, a written notice of withdrawal is not required.** A student shall be deemed to have provided constructive notice of an intention to withdraw if the student fails to attend classes for 2 consecutive sessions without providing, prior to and during that period, an explanation to the School regarding absences. If a student decides to give notice, all notices must be sent to:

**Jeffrey Clark, Managing Partner
Eagle Training Services, Inc.
9182 Pyott Rd
Lake in The Hills, IL 60156**

The student will receive a full refund of all money paid if the student:

1. Cancels within the three-business-day cancellation period under EAB 6.04;
2. Accepted was unqualified and the school did not secure a disclaimer under EAB 9.04;
3. Enrollment was procured as the result of any misrepresentation in the written materials used by the school or in oral representations made by or on behalf of the school.

Refunds will be made within 10 business days of cancellation.

A student who withdraws or is dismissed after attending at least one class, but before completing 60% of the instruction in the current enrollment period is entitled to a pro rata refund as follows:

At Least	But Less Than	Refund of Tuition
1 class	10 %	90 %
10 %	20 %	80 %
20 %	30 %	70 %
30 %	40 %	60 %
40 %	50 %	50 %
50 %	60 %	40 %
60 %	NA	NO REFUND

As part of this policy, the school will retain a one-time application fee of no more than \$100. The school will make every effort to refund prepaid amounts for books, supplies and other charges. A student will receive the refund within 40 days of termination date.

If a student withdraws after completing 60% of the instruction, **no refund will be issued** regardless of the circumstances regarding the withdrawal.

THE SCHOOL'S OBLIGATION TO STUDENTS

- A. The School hereby agrees that there are no charges other than those stated in this agreement.
- B. The School will allow students 30 Days to begin their training from the date of this contract.
- C. The School will furnish the Training Program on its equipment and supplies.
- D. The School will award a Certificate of Completion to students upon successful completion of the course.
- E. 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. The school does not guarantee employment by taking this course.

STUDENT'S UNDERSTANDING AND OBLIGATION TO THE SCHOOL

- A. Student agrees to pay their own transportation costs to and from the training facilities.
- B. Student agrees to pay their own lodging, meals, and accessorial costs while training.
- C. Student agrees to pay their own medical expenses while in training in the event a student requires medical attention or hospitalization, unless said medical attention is caused by the negligence of the School.
- D. Student accepts full responsibility for meeting the mental, physical, and other requirements for passing D.O.T or any state regulations for qualifying as an employee in the transportation industry.

GROUND'S FOR IMMEDIATE DISMISSAL OR TERMINATION OF STUDENT BY THE SCHOOL

- A. Being under the influence of intoxicating drugs or alcohol
- B. Unauthorized starting, use, or operation of School equipment
- C. Insubordination
- D. Violating the industry's Safety Code
- E. Unsatisfactory Progress
- F. Unsatisfactory Attendance
- G. Failing a pre-start drug screen

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.

School Policy on refunds due a student where the student has used a third party funding agency is that all monies refunded go directly to the funding agency.

I. FOR PERSONS 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.

Career Services:

The school is available to assist graduates with finding employment. **The school does not guarantee any graduate that they will become employed as a result of the training.** Below are the different aspects of the school's service:

- a. The school will help the student make contact with prospective employers.
- b. Upon a student's successful completion of the program, the school will give each graduate a list of employers who have hired our graduates or requested to be on the school's list of prospective employers.
- c. Career services consist of referring graduates of the school 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.
- d. From time to time, companies may ask that a recruiter is allowed to come and visit with our students. A visit from a recruiter does not guarantee, or should not be taken to imply an offer of employment. Each company that visits are school are independent trucking firms, and make their own hiring decisions based on each individual student's worthiness.

Student's Understanding

- A. I understand that the School does not guarantee any of its student's 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 understand that the School does not guarantee that I will pass the Wisconsin State CDL Exam by taking this course.
- C. I, the undersigned student, certify that I have read all pages 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 all pages of this contract or agreement contain all the terms of our agreement and that there have been no verbal promises or agreements made other than those outlined in this contract. I certify that I have received an exact copy of this contract.
- 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, including a description of the course of instruction on page 4 of the catalog published June 1st, 2016, prior to signing this student contract.

5. Student Signature _____ Date _____

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

School Officer Signature _____ Date _____

STUDENT'S RIGHT TO CANCEL

Wis. Stats. 38.50 (7) (e)
Form EAB 1.07 (Rev. 11/15)



STATE OF WISCONSIN
EDUCATIONAL APPROVAL BOARD
431 CHARMANY DRIVE, SUITE 102
MADISON, WI 53719
(608) 266-1996

Wis. Stats. 38.50 (7) (e) provides that a student shall have the right to cancel enrollment for a program until midnight of the third business day after receipt of notice of acceptance. This notice of the cancellation privilege shall be given to the student upon enrollment and **must read as stated below**. Questions regarding the use and applicability of this form should be directed to an Educational Approval Board staff.

NOTICE OF CANCELLATION

ENTER DATE OF TRANSACTION: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date (Saturdays, Sundays and holidays are not business days).

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to

Eagel Training Services, Inc.

(Name of Seller)

at _____

3504 40th St., Kenosha, WI 53143

(Address of Seller)

not later than midnight of the night of _____

(Date)

Note: Purchase of educational goods and services offered by a school is deemed to take place when written and final acceptance is communicated to the student by the school. If the representative who enrolls you is authorized to grant written acceptance at the time you enroll, and does so, the cancellation period ends at the time specified above. If you have not been accepted in writing at the time you enroll, the cancellation period does not end until midnight of the third business day after the day you receive written acceptance by certified mail from the school.

I hereby cancel this transaction.

Date:	Buyer's Signature:	Buyer's Name (Print or Type):
Address:		
City:	State:	Zip Code: