

NASCAR TECHNICAL INSTITUTE

A Branch Campus of Universal Technical Institute of Arizona, Inc.  
220 Byers Creek Road, Mooresville, North Carolina 28117  
(704) 658-1950 • (866) 316-2722  
Fax (704) 658-1952 • www.uti.edu

ENROLLMENT AGREEMENT Student ID#

Legal Name \_\_\_\_\_ Date \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Address \_\_\_\_\_ Date of Birth \_\_\_\_\_ Phone \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email Address (required) \_\_\_\_\_  
Program \_\_\_\_\_  
Class Start Date \_\_\_\_\_ Graduation Date \_\_\_\_\_ Length in Weeks \_\_\_\_\_ Semester Credits \_\_\_\_\_ Clock Hours \_\_\_\_\_ Session \_\_\_\_\_  
Credit Granted \_\_\_\_\_ Reason \_\_\_\_\_ Registration Fee \$ \_\_\_\_\_ Lab Fee \$ \_\_\_\_\_ Equipment/Meter Cost \$ \_\_\_\_\_ Equipment/Other Cost \$ \_\_\_\_\_

Students will attend class Monday through Friday. Actual time of class for each student will be determined at the time of orientation. Class start and end times will vary during peak enrollment periods at the discretion of the Campus President. NASCAR Tech will make reasonable efforts to meet session requests, but cannot guarantee sessions.

SESSION	START	END	BREAK	LUNCH
AM-1	6:30 AM	12:45 PM	15 Min	30 Min
AM-2	6:45 AM	1:00 PM	15 Min	30 Min
AM-C	7:00 AM	12:00 PM	20 Min	
MID-1	1:45 PM	8:00 PM	15 Min	30 Min
MID-2	2:00 PM	8:15 PM	15 Min	30 Min
MID-C	1:00 PM	6:00 PM	20 Min	

BUYER’S RIGHT TO CANCEL

I, THE BUYER, UNDERSTAND THAT AFTER SIGNING, I HAVE THE RIGHT TO WITHDRAW FROM THIS ENROLLMENT AGREEMENT AT ANY TIME DURING THE CANCELLATION PERIOD STATED IN THE REFUND POLICY ON THE FOLLOWING PAGES OF THIS AGREEMENT. WRITTEN NOTICE MUST BE GIVEN AT THE SCHOOL OR BY MAIL TO THE DIRECTOR AT THE ABOVE ADDRESS. FOR STUDENTS ENROLLED AWAY FROM THE CAMPUS, SEE THE “NOTICE OF CANCELLATION” IN THE COURSE CATALOG FOR ADDITIONAL INFORMATION ABOUT THIS RIGHT. Per MN state regulation, students from MN can also provide notice via phone or email.

NOTICE TO BUYER

THIS IS A LEGAL INSTRUMENT. DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ ALL PAGES OR IF ANY APPLICABLE SPACES ARE BLANK. ALL PAGES OF THE AGREEMENT ARE BINDING. YOU ARE ENTITLED TO AN EXACT COPY OF THIS AGREEMENT AND ANY DISCLOSURE PAGES PRESENTED BY THE SCHOOL. THIS AGREEMENT, THE CURRENT COURSE CATALOG, CATALOG ADDENDA AND ENROLLMENT AGREEMENT ADDENDA (IF ANY) EFFECTIVE AT THE TIME OF ENROLLMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE STUDENT AND NASCAR TECH. ALL PAGES OF THIS CONTRACT ARE BINDING WHEN SIGNED AND DATED BY STUDENT AND ACCEPTED BY NASCAR TECH.

NOTICE TO BUYER SECTION FOR WASHINGTON RESIDENTS ONLY

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. THIS IS A LEGAL INSTRUMENT. ALL PAGES OF THE CONTRACT ARE BINDING. READ BOTH SIDES OF ALL PAGES BEFORE SIGNING. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT, SCHOOL CATALOG AND ANY OTHER PAPERS YOU SIGN AND ARE REQUIRED TO SIGN A STATEMENT ACKNOWLEDGING RECEIPT OF THOSE. IF YOU HAVE NOT STARTED TRAINING, YOU MAY CANCEL THIS CONTRACT BY PROVIDING WRITTEN NOTICE OF CANCELLATION TO THE SCHOOL AT ITS ADDRESS SHOWN ON THE CONTRACT. THE NOTICE MUST BE POSTMARKED NOT LATER THAN MIDNIGHT OF THE FIFTH BUSINESS DAY (EXCLUDING SUNDAYS AND HOLIDAYS) FOLLOWING YOUR SIGNING THIS CONTRACT OR THE WRITTEN NOTICE MAY BE PERSONALLY OR OTHERWISE DELIVERED TO THE SCHOOL WITHIN THAT TIME. IN EVENT OF DISPUTE OVER TIMELY NOTICE, THE BURDEN TO PROVE SERVICE RESTS ON THE APPLICANT. IT IS AN UNFAIR BUSINESS PRACTICE FOR THE SCHOOL TO SELL, DISCOUNT OR OTHERWISE TRANSFER THIS CONTRACT OR PROMISSORY NOTE WITHOUT THE SIGNED WRITTEN CONSENT OF THE STUDENT OR HIS/HER FINANCIAL SPONSORS AND A WRITTEN STATEMENT NOTIFYING ALL PARTIES THAT THE CANCELLATION AND REFUND POLICY CONTINUES TO APPLY.

EMERGENCY CONTACT INFORMATION

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone Number \_\_\_\_\_

I, THE UNDERSIGNED PURCHASER OF THE ABOVE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AND BEEN GIVEN A CHANCE TO REVIEW AN EXACT COPY OF THIS AGREEMENT AND A COPY OF THE CURRENT COURSE CATALOG, CATALOG ADDENDA, AND COMPLETION, PLACEMENT AS WELL AS THE DISCLOSURE DATA REQUIRED BY THE U.S. DEPARTMENT OF EDUCATION OR STATE LAW. I FURTHER AGREE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS ENROLLMENT AGREEMENT, COURSE CATALOG, CATALOG ADDENDA, OR OTHER APPLICABLE DISCLOSURES.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

PARENTAL/LEGAL GUARDIAN CONSENT AND ACCEPTANCE (for Students Under 18 Years Old)

Parent/Legal Guardian (Please Print) \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_  
Complete Address: \_\_\_\_\_

I consent to be bound by and agree to the terms and conditions contained in this agreement on behalf of the applicant. This consent and agreement shall survive the termination of the agreement. Further, I acknowledge all notices and guarantee payment of applicant's financial obligations to NASCAR Tech. I understand and acknowledge that my obligations as guarantor shall be absolute, continuing, and unconditional and shall not be terminated by the applicant's completion of the Program or withdrawal or dismissal therefrom. The obligations will only terminate in the event (i) the applicant reaches the age of majority and (ii) the applicant and NASCAR Tech execute a new Enrollment Agreement for the Program, in which case my obligations as guarantor shall only terminate to the extent that any outstanding financial obligations are subsumed by the new Enrollment Agreement.

Parent/Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

TRUTH IN LENDING/RETAIL INSTALLMENT INFORMATION

In addition to financial aid for which the student may be eligible, in-school cash payment plans are available with no interest or finance charge. If a student elects a financial aid or cash payment plan, the plan will be in compliance with the Federal Truth in Lending retail installment requirements (Regulation Z). Payment plans elected will become an addendum to this Enrollment Agreement and are legally binding. Payments may be made in equal interest-free installments on a predetermined monthly, bi-monthly, or quarterly schedule. Payments are due the first day of the month in which the student's payment is scheduled. The final payment is due as scheduled and must be received at least three weeks prior to graduation. Failure to make payments as scheduled can result in suspension from class until payment is made. Methods of payment available for a payment plan include cash, credit card, checks or money orders.

GENERAL PROVISIONS AND CONDITIONS

- No applicant shall be denied making application to or be rejected from admission to the Institute on the basis of race, color, sex, age, disability, or national origin, nor be subjected to discrimination of any activity, based on the above, while attending the Institute. The Institute shall comply with and enforce the terms of all titles of the U. S. Code pertaining to all of the aforementioned. The Institute may reject an applicant in the event it is unable to verify information provided at the time of application for enrollment. See the Course Catalog for a complete description of the conditions for enrollment.
- This Enrollment Agreement does not constitute a contract for training until it has been fully executed, including the dated signatures of both the applicant and the NASCAR Tech Authorized Official indicating agreement acceptance. A copy of this agreement indicating acceptance by the Institute will be provided to the student upon approval.
- No changes shall be binding unless acknowledged, in writing, by an authorized representative of Universal Technical Institute, as well as the Student.
- A complete description of the program listed on page one of this Agreement can be found in the Course Catalog.
- Upon acceptance of the applicant for enrollment, the Institute will present the program of study as outlined in the School Course Catalog. The Institute reserves the right to modify the program curriculum content as it deems necessary for any reason, including improvement and updating. Changes which require prior approval from a state that regulates such changes shall have state approval prior to being implemented. The student has the option to enroll in the newest program at the current tuition cost for the revised program.
- If a withdrawn or terminated student re-enrolls and starts classes within three courses of his or her last date of attendance the student will be charged the tuition in effect at the time of their original enrollment. If the student re-enrolls outside of three courses from his or her last date of attendance, the student must sign a new enrollment agreement at current tuition prices. An additional registration fee will not be charged.
- Withdrawn or terminated students who seek and are approved for re-enrollment will be charged a \$100.00 re-enrollment fee each time they return to the Institute.
- A student may change start dates after signing an Enrollment Agreement. If a change in start date is requested to a later date after the cancellation period, the Enrollment Agreement will be canceled and a new agreement with its own separate terms must then be signed.
- NASCAR Technical Institute reserves the right to adjust its class times to meet scheduling requirements and class loads.

FOR NASCAR TECH USE ONLY	
Agreed and Accepted this _____ day of _____, 20_____ X _____ (Signature of Authorized NASCAR Tech Official and Title)	<input type="checkbox"/> Check here for Initial Enrollment <b>STATEMENT BY NASCAR TECH ADMISSIONS REPRESENTATIVE:</b> I hereby certify that I have complied with the regulations relating to Private Postsecondary Education/Independent Education and FTC Rules on door-to-door sales (where applicable) throughout the process of this student's initial enrollment. X _____ (Signature of Authorized NASCAR Tech Admissions Representative) No.
<b>Terms of Payment:</b> The applicant agrees that payment of the tuition associated with the first and each successive enrollment period, outstanding fees and any equipment costs are due prior to the first day of class of each enrollment period, unless approved arrangements have been made with the Financial Aid Office. Student intends to utilize (subject to change): <input type="checkbox"/> Cash Payments <input type="checkbox"/> VA Benefits <input type="checkbox"/> Federal Financial Aid <input type="checkbox"/> Other Agency/Sponsor Benefits <input type="checkbox"/> Employer Reimbursement	<input type="checkbox"/> Check here for Enrollment Change Student has requested a change to his/her enrollment. I have reviewed the changes with Student and have complied with NASCAR Tech policy relating to such changes. This Enrollment Agreement is subsequent to Student's original Agreement. <b>TYPE OF/REASON FOR CHANGE:</b> _____ X _____ (Signature of Authorized NASCAR Tech Official and Title, Date)
<b>Receipt of Registration Fee (if applicable):</b> \$ _____ was received by me on _____ day of _____, 20_____. X _____ (Signature of Authorized NASCAR Tech Official and Title)	

GENERAL PROVISIONS AND CONDITIONS Cont.

10. Students may, before the completion of their first three courses, change to a shorter program and be charged the tuition price associated with that shorter program in effect at the time of their enrollment. After the completion of their first three courses, students who want to shorten/downgrade their program will be subject to the price-per-course in effect at the time of the program change, which includes previously completed courses. Changing a program will affect the total financial aid available. A \$100 administrative fee will be charged for all program downgrades requested after completion of the first three courses. The administrative fee cannot be covered by federal financial aid.
11. In the unlikely event a programmatic or institutional teach-out becomes necessary, the Institute will follow specific criteria mandated by its accrediting body.
12. Upon successful completion of training within the time frame of 150% of the normal duration, each student is awarded the appropriate graduation document (Degree, Diploma, or Certificate of Completion) based on the approved program showing the title of the program and that the training was satisfactorily completed. No graduation document will be issued until all tuition, parts and tool accounts have been paid in full. See the Course Catalog for a complete description of the conditions for completion.
13. The Institute does not guarantee employment or salary. However, the Institute will provide services to assist graduates with employment within their field of study. Services include developing and maintaining a list of job openings in the local area. In addition, UTI staff members are available to meet with students one-on-one to provide employment leads.
14. The student understands and agrees to abide by the Institute's Code of Conduct and professional appearance whether provided in writing or by direction of instructors or other Institute officials, as well as the random and for-cause drug testing policy as outlined in the Substance Abuse Prevention Policy. Excessive absences, failing grades, unsatisfactory conduct, or appearance, or a violation of the drug policy may result in disciplinary action and possible dismissal or suspension from the Institute. Further, failure to timely pay obligations owed to the Institute based on approved payment plans may result in suspension and or dismissal from the Institute.
15. UTI/MMI/NASCAR Tech has an advising contact strategy to support students who are unsuccessful in a course. Student Affairs Advisors send email notifications to each student regarding a failed course and inform students of where to obtain assistance and locate relevant policies and procedures. Students may update their email address at any time to ensure the notification is sent to an active email address.
16. Student agrees to accept full responsibility for tools, vehicles and personal property on school premises. The school is not responsible for lost, damaged or stolen property.
17. Students are required to attend orientation, which is held the week prior to beginning classes. There is no charge for orientation week.
18. Students may occasionally be contacted by a representative of the Corporate Office of UTI, Inc., located at 16220 N Scottsdale Rd, Suite 100, Scottsdale, AZ 85254, or by its contracted partners, for purposes of addressing various student processes. Any disputes should be directed to the campus address for NASCAR Technical Institute.
19. The Institute may sell and assign its rights hereunder and the student or other financial sponsors hereby consent to such sale. Any such sale and assignment shall not relieve student of any obligation hereunder. In event of sale, the stated Refund Policy of the Institute shall remain in effect. This sell and assign clause is not applicable to Washington residents.
20. If the student leaves school, under any circumstance, with a balance due, the outstanding balance must be paid within forty-five (45) days of the last date of attendance. If the student cannot pay the entire balance in full, they have the option of creating a payment plan at a one-time cost of \$25. The monthly payment will ordinarily be, at minimum, \$100. If the payment is more than ten (10) days late, the student will incur late fees not to exceed 20% of the monthly amount due, or the maximum amount allowed by law. The account will incur late fees until the account is paid in full. If the student requires a deferment on payments, they may request such a deferment for no more than two (2) months in any calendar year, subject to a \$25 rescheduling fee and a deferment fee not to exceed 20% of the total monthly amount due, or the maximum amount allowed by law. In the event of a default, the student and/or parents or legal guardian of a minor student promises to pay any late fees incurred and collection costs including attorney and/or collection agency fees. The student and/or parents or legal guardian of a minor student promises to pay any additional sums, including, but not limited to, court costs or additional sums awarded by the courts. Default is defined as an account that is more than 90 days (three monthly payments) past due (sooner in certain individual circumstances.) Any returned checks will incur a \$25 return check fee.
21. If the student leaves school under any circumstance with a balance due, he or she hereby authorizes NASCAR Technical Institute and/or its agents, including attorneys and/or collection agencies, to contact the student at the current or any future number that the student provides for his or her cellular phone or other wireless device using automated dialing equipment or pre-recorded voice or text messages and/or electronic technology to collect such outstanding debt, unless the student notifies such party in writing to cease such communication. The parties agree that any and all disputes arising from the Institute's efforts to collect any outstanding balance hereunder, including but not limited to, interest, fees and/or charges shall be determined in accordance with the laws of the State of Arizona.
22. For a full description and further information regarding Financial Aid policies and practices, the student should consult the "Financial Aid & General Finance" section in the Course Catalog.
23. Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller obtained pursuant herein or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
24. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits students earn at NASCAR Technical Institute is at the complete discretion of the institution to which students may seek to transfer. Acceptance of the graduation document students earn at NASCAR Technical Institute is also at the complete discretion of the institution to which students may seek to transfer. If the credits or graduation documents that students earn at this institution are not accepted at the institution to which students seek to transfer, students may be required to repeat some or all of their coursework at that institution.
25. **Kentucky Residents Only:** KRS 165A.450 requires each school licensed by the Kentucky Commission on Proprietary Education to contribute to a Student Protection Fund which will be used to pay off debt incurred due to the closing of a school, discontinuance of a program, loss of license, or loss of accreditation by a school or program. To file a claim against the Student Protection Fund, each person filing must submit a completed "Form for Claims Against the Student Protection Fund". This form can be found on the website at [www.kcpe.ky.gov](http://www.kcpe.ky.gov).
26. The school is registered by the State Board of Private Licensed Schools, Pennsylvania Department of Education. Questions and concerns about this enrollment agreement may be directed to the campus president. Questions or concerns that are not satisfactorily resolved by the campus president of by other school officials may be brought to the attention of the State Board of Private Licensed Schools, Pennsylvania Department of Education, 333 Market Street, 12th floor, Harrisburg, Pennsylvania 17126-0333.
27. **Colorado Residents Only:** Agents Licensed by the Colorado Department of Higher Education, Private Occupational School Board. Inquiries or complaints regarding Universal Technical Institute may be made online to the Division of Private Occupational Schools (<http://higher.ed.colorado.gov/dpos/>; 303-866-3001), after submission of said complaint to Universal Technical Institute pursuant to its grievance policy. There is a two-year statute of limitation from the date the student discontinues his or her training at the school and the Board taking action on the student complaint.
28. **Ohio Residents Only:** Inquiries or complaints regarding Universal Technical Institute may be made to the State Board of Career Colleges and Schools, located at 30 East Broad Street, Suite 2481, Columbus, Ohio 43215. (877) 275-4219.
29. **Oregon Residents Only:** Questions regarding the Enrollment Agreement may be made to the Oregon Higher Education Coordinating Commission, located at 255 Capitol Street NE, Salem, Oregon 97310.
30. **WASHINGTON RESIDENTS ONLY:** THIS SCHOOL IS LICENSED UNDER CHAPTER 28C.10 RCW; INQUIRIES OR COMPLAINTS REGARDING THIS OR ANY OTHER PRIVATE VOCATIONAL SCHOOL MAY BE MADE TO THE WORKFORCE TRAINING AND EDUCATION COORDINATING BOARD, 128 TENTH AVENUE S.W., P.O. BOX 43105, OLYMPIA, WASHINGTON 98504-3105 (360-753-5662).
31. **Tennessee Residents Only:** NASCAR Technical Institute is authorized by the Tennessee Higher Education Commission. This authorization must be renewed each year and is based on an evaluation of minimum standards concerning quality of education, ethical business practices, and fiscal responsibility.

BUYER'S RIGHT TO CANCEL AND REFUND POLICY

Some states have policies which differ from the Institution's policy. If a policy exists from the buyer's home state, it will be outlined in the Course Catalog provided to students at the time of enrollment. UTI will apply the lower obligation determined from the state (if applicable) and institutional policy to provide the student with the most favorable outcome.

- A. The Institute reserves the right to amend the terms of its Refund Policy to meet the Federal, State, Accrediting Body or any other regulatory agency statutes, guidelines or regulations in effect when an applicant or student withdraws or is terminated.
- B. The Federal Return of Funds Policy requires that in proportion to the period of enrollment remaining, grant and loan assistance that has been disbursed to a student and/or credited to a student's tuition account be returned. Please see the Course Catalog for a copy of this policy and examples.
- C. If the Enrollment Agreement is rejected by the Institute, the applicant will be notified and refunded 100% of all monies paid.
- D. The Enrollment Agreement may be canceled at any time before the commencement of classes, with the following conditions:

1. Cancellation must be in writing by the student, parent or guardian. The written notification must be sent to the Institute at the address indicated at the beginning of this Agreement. Per MN state regulation, students from MN can also provide notice via phone or email.

2. An applicant requesting cancellation prior to beginning classes will be refunded all monies paid to the Institute or its representatives minus a registration fee of 15% of the contract price of the program, but in no event will the Institute retain more than the registration fee (\$50) plus the cost of the meter if issued prior to cancellation or withdrawal.

3. A student who did not visit the Institute prior to signing the Enrollment Agreement may cancel enrollment without penalty within three (3) days following attendance of the regularly scheduled orientation or a tour of Institute's facilities. Washington residents please refer to the Notice to Buyer Section for Washington Residents Only.
- E. When a student withdraws or is terminated after the commencement of classes, whether initiated by the student or the Institute, a refund calculation will be performed:

1. Students are charged by the enrollment periods detailed on the front of this Agreement.

2. For each enrollment period the student has completed, the student is responsible for those charges in full.

3. A refund calculation is performed for the enrollment period the student is in when the withdrawal or termination occurs.

4. For purposes of the refund calculation, the actual last date of attendance will be used to determine the percentage of the enrollment period attended.

5. Tuition charges for the percentage of the enrollment period completed are based on the percentage of weeks attempted using the percentages shown below.

Institutional Policy Completed	Retained
0%	0%
>0 -10%	25%
>10-25%	25%
>25%	100%

6. For first-time students during the first week of the enrollment period, the school will retain \$350 plus the amounts listed in #7.

7. In all instances of a student terminating or being withdrawn, NASCAR Technical Institute will retain the registration fee and charge an administrative fee of \$100 in addition to the percentage of tuition to be retained shown above in the Institutional policy.

8. Refunds of less than \$25 will not be made. By signing this agreement the student authorizes the Institute to retain refunds of \$25 or less.
- F. If a refund is due, monies will first be returned to the Federal Title IV Funding Programs in their required order, and then to other funding sources prior to the student. Refunds will be totally consummated within 30 days after the effective date of termination. A return of funds to a federal student aid program or other non-student sources as a result of a student's withdrawal, dismissal or cancellation shall be made within 30 days after the date the Institute dismisses the student or receives notice of withdrawal, the last date of attendance or the date of cancellation, whichever is applicable.
- G. In the event the student is a minor at the time of withdrawal, any monies due directly to the student will be paid to the parent, guardian or guarantor of this Agreement.
- H. For programs with more than one enrollment period, tuition charges for the first enrollment period must be paid in full prior to beginning the second enrollment period. Tuition charges for the second or subsequent enrollment period will be assessed according to section E.
- I. If during the program of training, the Institute determines that a student is not suited for this field, the Institute reserves the right to terminate the student's training. Unused prepaid tuition, if any, will be refunded in accordance with the refund policy. Students may request grade of incomplete per Section 132.061 of the Texas Education Code.
- J. In the case of prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, NASCAR Technical Institute shall make a settlement which is reasonable and fair to both.

REFUND POLICY FOR TEXAS RESIDENTS ONLY

CANCELLATION POLICY

A full refund will be made to any student who cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) after the enrollment contract is signed. A full refund will also be made to any student who cancels enrollment within the student's first three scheduled class days, except that the school may retain not more than \$100 in any administrative fees charged, as well as items of extra expense that are necessary for the portion of the program attended and stated separately on the enrollment agreement.

REFUND POLICY

1. Refund computations will be based on scheduled course time of class attendance through the last date of attendance. Leaves of absence, suspensions and school holidays will not be counted as part of the scheduled class attendance.
2. The effective date of termination for refund purposes will be the earliest of the following:
  - a. The last date of attendance, if the student is terminated by the school;
  - b. The date of receipt of written notice from the student; or
  - c. Ten school days following the last date of attendance.
3. If tuition and fees are collected in advance of entrance, and if after expiration of the 72 hour cancellation privilege the student does not enter school, not more than \$100 in any administrative fees charged shall be retained by the school for the entire residence program or synchronous distance education course.
4. If a student enters a residence or synchronous distance education program and withdraws or is otherwise terminated after the cancellation period, the school or college may retain not more than \$100 in any administrative fees charged for the entire program. The minimum refund of the remaining tuition and fees will be the pro rata portion of tuition, fees, and other charges that the number of hours remaining in the portion of the course or program for which the student has been charged after the effective date of termination bears to the total number of hours in the portion of the course or program for which the student has been charged, except that a student may not collect a refund if the student has completed 75% or more of the total number of hours in the portion of the program for which the student has been charged on the effective date of termination. More simply, the refund is based on the precise number of hours the student has paid for, but not yet used, at the point of termination, up to the 75% completion mark, after which no refund is due. Form CSC-1040R provides the precise calculation.
5. Refunds for items of extra expense to the student, such as books, tools, or other supplies should be handled separately from refund of tuition and other academic fees. The student will not be required to purchase instructional supplies, books and tools until such time as these materials are required. Once these materials are purchased, no refund will be made. For full refunds, the school can withhold costs for these types of items from the refund as long as they were necessary for the portion of the program attended and separately stated in the enrollment agreement. Any such items not required for the portion of the program attended must be included in the refund.
6. A student who withdraws for a reason unrelated to the student's academic status after the 75% completion mark and requests a grade at the time of withdrawal shall be given a grade of "incomplete" and permitted to re-enroll in the course or program during the 12-month period following the date the student withdrew without payment of additional tuition for that portion of the course or program.
7. A full refund of all tuition and fees is due and refundable in each of the following cases:
  - a. An enrollee is not accepted by the school;
  - b. If the course of instruction is discontinued by the school and this prevents the student from completing the course; or
  - c. If the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or representations by the owner or representatives of the school. A full or partial refund may also be due in other circumstances of program deficiencies or violations of requirements for career schools and colleges.
8. REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE.

A student of the school or college who withdraws from the school or college as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for each program in which the student is enrolled:

  - a. If tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
  - b. A grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
  - c. The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
    - i. Satisfactorily completed at least 90 percent of the required coursework for the program; and
    - ii. Demonstrated sufficient mastery of the program material to receive credit for completing the program.
9. The payment of refunds will be totally completed such that the refund instrument has been negotiated or credited into the proper account(s) within 45 days after the effective date of termination. APPROVED AND REGULATED BY THE TEXAS WORKFORCE COMMISSION, CAREER SCHOOLS AND COLLEGES, AUSTIN, TEXAS.

I acknowledge that I have read all pages of this Enrollment Agreement. **Student Initials** \_\_\_\_\_