

ACADEMY OF ART UNIVERSITY

Enrollment Agreement

79 New Montgomery St., San Francisco, CA 94105 | 800-544-2787 | www.academyart.edu

Applicant Legal Name:

(First) (Middle) (Last)

Student ID:

E-Mail: Home Telephone:

Address:

City:

State:

Zip:

A. EDUCATIONAL SERVICE

Program Name:

Total credits in the program*

*Will be reduced if any transfer credits from another college/university are accepted towards my degree at AAU.

Enrollment Agreement Period - Start Date:

Completion Date:

Enrollment Agreement Period Program - Start Date:

Program Scheduled Completion Date

*This is your scheduled completion date based on your first semester enrollment status, checked below. This may change if you decide to take more or less credits in future semesters, attend summer semesters and/or if you are an international student English level placement may affect your scheduled completion date.

Enrollment Status:

Note: Students are expected to attend summer semesters to meet their scheduled completion date.

B. ITEMIZATION & TOTAL TUITION FEES

Application Fee	\$ _____	Non-Refundable. One time fee for initial enrollment.
Enrollment Fee	\$ _____	Non-Refundable. One time fee for initial enrollment.
Registration Fee	\$ _____	Non-Refundable. Charged each semester, \$50 per semester.
Student Tuition Recovery Fund Fee	_____	Non-Refundable (\$0.00 for every \$1,000 rounded to the nearest \$1,000)
Semester Tuition	\$ _____	Tuition listed is estimated for the first semester of the program. Tuition is charged by semester. Charged per semester credit: Undergraduate \$1,239, Graduate & Teaching Credential \$1,407 ****
Student Activity Fee	\$ _____	Non-Refundable upon receipt (Waived for on-line only students.) Estimate based on initial course registration..
Course Fee	\$ _____	Prorated upon withdrawal. Use of University facilities and services. Estimate based on initial enrollment status.
International Student Services Fee	\$ _____	Non-Refundable

If applicable: English as a Second Language courses are 6 credits each; the cost per credit is, Undergraduate \$1,239 and Graduate \$1,407. The number of courses required is based on the student’s English proficiency.

If applicable: On-Campus Housing- Room \$12,944 Board \$6,542 Estimated due for current academic year. Housing License Agreement to be executed annually. Estimated cost based on current academic year. Cost subject to change annually.

ESTIMATED DUE FOR THE ENTIRE PROGRAM USD\$ _____ **/**

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE USD\$ _____ ***

CHARGES DUE UPON ENROLLMENT USD\$ _____

** YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.

*** ESTIMATE BASED ON INITIAL ENROLLMENT STATUS.

**** Tuition and fees are typically adjusted annually for the Fall semester, with a maximum tuition increase of 5%. The maximum 5% is included in the, “Estimated Due for the Entire Program” above based on the initial enrollment status

 Signature of Student Date

 Signature of Parent/Guardian Date

Executive Vice President, Student Services _____

Signature and Title of School Official Accepting Enrollment Date

Additional Costs, payable to a third party: Books & Supplies - Student should expect a minimum estimated BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE UNIVERSITY.

additional cost of \$531 for books and supplies each semester..

{{ \$s1i }} (Initial)

Health insurance fee (mandatory for all international students and domestic student athletes registered in 6 or more units only) \$653.09 fall semester (2021), \$1,132.73 spring and summer semesters (2022), \$315.04 summer semester (2022). Domestic student athletes can opt out with proof of other health insurance..

{{ \$s1i }} (Initial)

Additional Fees, as applicable (non-refundable): Course drop fee, \$25 per course; locker rental fee, \$20 per semester; returned check handling fee, \$30; late registration fee, \$50; late tuition payment charge, \$50; payment plan fee, 6% of the amount borrowed; photo ID replacement fee, \$30; certificate of completion copy fee, first five are free, \$10 for the sixth copy, and \$2 for each additional copy on the same request; transcript fee, \$10 for the first copy and \$2 for each additional copy on the same request; architecture digital whiteboard subscription per semester, \$10.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT, A COPY OF THE UNIVERSITY CATALOG AND UNIVERSITY PERFORMANCE FACT SHEET. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. **THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE UNIVERSITY.**

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.

Signature of Student

Date

Signature of Parent/Guardian

Date



Executive Vice President, Student Services

Date

Signature and Title of School Official Accepting Enrollment

Date

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C. PAYMENT

Tuition is due on the Saturday prior to the first day of classes each term. Payments may be made in cash or by check, money order, MasterCard, Discover or Visa. Checks should be made payable to the Academy of Art University.

D. REFUND POLICY

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations beyond an administrative fee (application, enrollment and registration fees) not to exceed \$250.00, through the last day of the add drop period of the start term of the program. After the end of the cancellation period, you also have the right to stop attending at any time; and you have the right to receive a pro rata refund if you have completed 60 percent or less of the scheduled weeks in the current payment period in your program through the last day of attendance.

If your program starts in...	Cancellation of the agreement can occur through:
Spring 2024	February 16, 2024
Summer 2024	June 22, 2024
Fall 2024	September 20, 2024
Spring 2025	February 14, 2025
Summer 2025	June 21, 2025
Fall 2025	September 19, 2025

2. Cancellation may occur when the student provides a written notice of cancellation at the following address: 79 New Montgomery St, San Francisco, CA 94105. This can be done by mail or by hand delivery.
3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
5. If the Enrollment Agreement is cancelled by the University, the University will refund the student any money he/she paid, less an administrative fee (application, enrollment and registration fees) not to exceed \$250.00 and within 45 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the University at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 60 percent or less of the scheduled weeks in the current payment period in your program through the last day of attendance. The refund will be less an administrative fee (application, enrollment and registration fees) not to exceed \$250.00, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student may be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- Student fails to attend for three consecutive weeks.
- Student fails to reconcile accounts in a timely manner.
- Student fails to comply with the policies, rules, and standards of the Academy of Art University.
- The Academy reserves the right to involuntarily withdraw any Student whose conduct reflects discredit on the professional or ethical standards of the Academy.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the weekly charge for the program (total institutional charge, minus non-refundable fees, divided by the number of weeks in the term), multiplied by the number of weeks scheduled to attend, prior to withdrawal.

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For programs beyond the current "payment period," if you withdraw prior to the next payment period, all charges collected for the next period will be refunded. If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

E. UNDERSTANDINGS

1. **Catalog:** Information about Academy of Art University is published in a catalog that contains a description of certain policies, procedures, and other information about the University. Academy of Art University reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the catalog, in any revisions, or addendums to the catalog, and with all policies. By enrolling in Academy of Art University, the Student agrees to abide by the terms stated in the catalog and all University policies.
2. **Location of Instruction:** 79 New Montgomery Street, San Francisco, California 94105 and the following locations in San Francisco: 2300 Stockton Street, 540 Powell Street, 625 Sutter Street, 410 Bush Street, 740 Taylor Street, 180 New Montgomery Street, 1849 Washington Street, 491 Post Street, 360 Swift Street in South San Francisco, 60 Federal, and 701 Chestnut St., 460 Townsend St., 466 Townsend St., 601 Brannan St., 625 Polk Street, 2151 Van Ness Ave., 2801 Leavenworth Street, 620 Sutter Street.
3. **Enrollment Agreement:** All instruction is provided in English only. If a student is accepted for admissions based on documented English skills and his or her primary language is not English, the student has the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in his or her primary language.
4. **Award of Degree or Certificate:** Upon satisfactory completion of all requirements for the program of study as described in the Academy of Art University Catalog or Catalog Supplement by Student at the time of initial enrollment in the Academy, and payment of all accounts, Student is awarded a degree or certificate.
5. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at Academy of Art University is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree or certificate you earn in AA-Illustration program is also at the complete discretion of the institution to which you may seek to transfer. If the credits or certificate or degree that you earn at this institution are 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 Academy of Art University to determine if your credits or certificate or degree will transfer.
6. It is understood that the University does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate.
7. **Questions:** 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 1747 North Market Blvd., Suite 225 Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.
8. **Complaints:** A student or any member of the public may file a complaint about this institution with Bureau for Private Postsecondary Education by calling 888.370.7589 toll-free or by completing a complaint form, which can be obtained on the bureau's Internet Web site, www.bppe.ca.gov. If a complaint is not resolved at the school level through its complaint procedure, Georgia residents may file a complaint with the Georgia Nonpublic Postsecondary Education Commission (GNPEC), 2082 East Exchange Place, Suite 220, Tucker, GA 30084- 3300, 770-414-3300. GNPEC has provided an online form to be used by students for filing complaints. The form can be found at the following Web address:
<https://gnpec.georgia.gov/student-complaints>.
9. **Loan:** If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:
 - a) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
 - b) The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.
10. **Student Tuition Recovery Fund:** The State of California established the Student Tuition Recovery Fund

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(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.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.

11. **Release for Medical Treatment**: By signing this Agreement, Student gives permission to the Academy to call upon a physician and/or refer Student to a physician for medical assistance in the event of sudden illness or accident. If Student is under 18 years of age, a parent or guardian must give permission to the Academy to call upon a physician and/or refer a physician for medical assistance in the event of sudden illness or accident.
12. **Likenesses and/or Images**: By signing this Agreement, students grant permission to the Academy to use any and all student work prepared or completed for class assignments for promotional purposes including but not limited to: catalogs, brochures, advertisements, video promotions, and exhibitions. The Academy also reserves the right to use likenesses and/or images of students for these same promotional purposes.
13. **Changes in Programs**: The Academy reserves the right to change, amend, or modify program content, equipment, staff or materials and organization as necessary at any time, with approval of the Academy's accreditor.
14. **Note regarding graduation requirements**: The graduation requirements of the Academy as published in the Catalog or Catalog Addendum in effect at the time of Student's initial enrollment in a particular program, are those that must be met for awarding of a degree or certificate. Students may be required to satisfy change in departmental requirements that do not prolong the time required to complete degree requirements.
15. **Changes in Schedule**: The Academy reserves the right to amend, alter, or modify its class offering and/or schedule at any time. If the Academy proposes a course schedule change to a course currently scheduled, students who are already enrolled will be notified of any proposed changes, and the change will not be made unless 90% of those students scheduled agree to the change. Every attempt will be made to accommodate the student's preferences with regards to any schedule change.
16. **Library Vandalism**: I agree, for the privilege of using the Library, that I will not vandalize, any Library materials. Vandalism includes, but is not limited to, cutting, defacing, or stealing Library materials. I understand vandalism will be punished on a scale ranging from a monetary fine (minimum of \$65.00) to expulsion from the Academy. I understand that vandals will be subject to a procedure involving written reports, oral interviews, and Grievance Committee hearings.
17. **Arkansas Students**: Arkansas Higher Education Coordinating Board certification does not constitute an endorsement of any institution, course or degree program. Such certification merely indicates that certain minimum standards have been met under the rules and regulations of institutional certification as defined in Arkansas Code §6-61-301.

18. **Dispute Resolution**:

I HAVE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES ME TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE ACADEMY AND LIMITS THE MANNER IN WHICH I CAN SEEK RELIEF FROM THE UNIVERSITY.

I agree that any dispute between the Academy and me arising out of or relating to the terms of this Agreement or my use of the assigned bed space, room, premises, the properties, or the properties' facilities (collectively, "Disputes") will be governed by the arbitration procedure outlined below.

Governing Law: Except as otherwise required by applicable law, the terms of this Agreement and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.

Informal Dispute Resolution: I understand that the Academy wants to address my concerns without needing a formal legal case. Before filing a claim against the Academy, I agree to try to resolve the Dispute informally by contacting hr@academyart.edu. . The Academy will try to resolve the Dispute informally by contacting me through email. If a dispute is not resolved within 30 days after submission, the Academy or I may bring a formal proceeding.

Both Parties Agree to Arbitrate: In the event that the parties are not able to resolve the Dispute, the Academy and I agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate: I can decline this agreement to arbitrate by contacting hr@academyart.edu within 30 days of first accepting the terms of this Agreement and stating that I decline this arbitration agreement.

Arbitration Procedures: The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where I live, work, San Francisco,

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California, or any other location the parties agree to.

Arbitration Fees: The AAA rules will govern payment of all arbitration fees. The Academy will pay all arbitration fees for claims less than \$75,000. The Academy will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that my claim is frivolous.

Exceptions to Agreement to Arbitration: Either the Academy or I may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where I live or work. Either party may bring an application for interim relief pending exhaustion of the arbitration in order to preserve the status quo or prevent irreparable harm before the matter can be heard in arbitration.

No class actions: I may only resolve Disputes with the Academy on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, or other representative actions, and consolidation with other arbitrations are not allowed under this agreement.

Application to Borrower Defense Claims: We agree that neither we nor anyone else will use this agreement to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to lawsuits concerning other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

Limitation on class action ban: We agree that neither we nor anyone else will use this agreement to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Direct Loan or the provision by us of educational services for which the Direct Loan was obtained. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

Judicial Forum for Disputes: Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to me or my claim, the Academy and I agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of San Francisco County, California. Both the Academy and I consent to venue and personal jurisdiction there. Both parties agree to waive their respective right to a jury trial.

Limitation on Claims: Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the terms of this Agreement or my enrollment at the Academy must be filed within four (4) years after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

19. **Privacy Rights of Students in Educational Records:** In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67 100 et seq., Academy policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case of an extreme emergency or where there is clear and imminent danger to the student, to others, or to society.

My signature below certifies that I have read and understood the Understandings above.

<u>{{ _es_:signer1:signature:font(size=14) }}</u>	<u>{{ _es_:signer1:date }}</u>
Signature of Student	Date

<u>{{ _es_:signer2:signature:font(size=14) }}</u>	<u>{{ _es_:signer2:date }}</u>
Signature of Parent/Guardian	Date

Notice

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS UNIVERSITY, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a (Initial) School Performance Fact Sheet, which you are encouraged to review prior to signing this {{ \$sli }} 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

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examination passage rates, and 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 (Initial) regarding completion rates, placement rates, license examination passage rates, and salary {{ \$sli }} 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.

{{#sli=_es_:signer1:initials}}