

HENDERSON CAMPUS 170 N. Stephanie Street Henderson, NV 89074 Phone: (702) 567-1920 Fax: (702) 566-9725

APPLICATION/ ENROLLMENT AGREEMENT

PERSONAL INFORMATION						
LAST NAME		FIRST NAME		MIDDLE INITIAL	MAIDEN NA	ME MALE FEMALE
PRESENT ADDRESS		СІТҮ		STATE	ZIP CODE	
PERMANENT ADDRESS		СІТҮ		STATE	ZIP CODE	
HOME TELEPHONE NUMBER		MOBILE TELEPHONE NUMBER			WORK/OTH	ER TELEPHONE NUMBER
EMAIL ADDRESS		DATE OF BIRTH	SOCI	AL SECURITY NUMBE	R	
RACE ALASKAN NATIVE OR AMERICAN INDIAN ASIAN BLACK OR AFRICAN AMERICAN	HISPANIC NATIVE HAWAIIAN OI OTHER PACIFIC ISLAN WHITE		ARE	YOU A U.S. CITIZEN ELIGIBLE NO NON-CITIZE	ON-CITIZEN	ELIGIBLE FOR VETERAN'S BENEFITS?

PREVIOUS EDUCATION							
WILL YOU BE A HIGH SCHOOL GRADUATE BEFORE THE START DATE OF YOUR PROGRAM, GIVEN BELOW?	NAME OF LAST HIGH SCHOOL ATTENDED		СІТУ		STATE	ZIP CODE	GRADUATION YEAR
HAVE YOU RECEIVED AN			DATE OF ISSUE WHERE ISSUED				
EQUIVALENCY DIPLOMA	G.E.D.						
HAVE YOU PREVIOUSLY ATTENDED THIS IN	INSTITUTION?	F YES, LAST DATE ATTENDED	HAVE YOU PREVIOUSLY ATTENDED ANOTHER POSTSECONDARY SCHOOL OR INSTITUTION?				?
	LIST AL	L POSTSECONDARY IN	NSTITUTIONS ATTENDE	D AFTER HIG	H SCHOOL		
SCHOOL NAME	C	CITY AND STATE		FROM (MO/YR)	то (мо/у	rr) De	GREE EARNED
SCHOOL NAME	C	CITY AND STATE		FROM (MO/YR)	то (мо/у	r) de	GREE EARNED
SCHOOL NAME	c	CITY AND STATE		FROM (MO/YR)	то (мо/у	R) DE	GREE EARNED

PROGRAM (FOR SCHOOL USE ONLY)						
PROGRAM REQUESTED			STAI	RT DATE	SCHEDULED COMPLETION DATE	
NO. OF QUARTERS	NO. OF MODULES	TOTAL CONTACT HOURS	TOTAL CREDITS	TOTAL MONTHS		
CREDENTIAL AWARDED UPON COMPLETION SESSION SCHEDULE (REQUIRED IN STATES: WA, OH, OR AND ACCSC SCHOOLS)						
	AFTERNOON COTHER	, i i i i i i i i i i i i i i i i i i i	ит w тн ғ s (сіі	RCLE DAYS) FROM	ам / РМ то ам / РМ	

Date of catalog under which student enrolled: / / /.

I have received the noted catalog and understand that the catalog is a part of this contract. (Student's Initials)_____

FINANCIAL (FOR SCHOOL USE ONLY)

Fill program charges in EITHER the Quarter-Based Programs OR the Modular Programs section, whichever is applicable, and strike the section that does not apply.

QUARTER-BASED PROGRAMS

Tuition and fees listed below are current as of the date of this agreement and will be charged for the student's first quarter (or mini-term) in attendance. Tuition and fees for subsequent quarters will be charged at the published rate in effect at the beginning of that quarter, provided that the student is given one weeks' advance notice of any increase in tuition and fees. Refunds will be based on the portion of the quarter that the student has completed.

FEE	CURRENT RATE
TUITION PER CREDIT HOUR	
TUITION PER CREDIT HOUR (1–7 CREDIT HOURS)	\$ PER CREDIT HR
TUITION PER QUARTER (8–11 CREDIT HOURS)	\$ PER QUARTER
TUITION PER QUARTER (12–15 CREDIT HOURS)	\$ PER QUARTER
TUITION PER QUARTER (16+ CREDIT HOURS).	\$ PER QUARTER
FEES (SPECIFY)	\$ PER QUARTER
	\$ PER QUARTER
	\$ PER QUARTER
ONLINE FEE	
MINI-TERM START (IF APPLICABLE)	\$ PER QUARTER
AVERAGE ESTIMATED COST OF BOOKS*	S PER OUARTER

*The cost of books will vary each quarter in relation to the number of classes taken or cost of textbooks. The minimum full-time course load is 12 credits per quarter. Non-credit-bearing coursework will be charged at the same rate as credit-bearing coursework. Arrangements to cover the cost of tuition, books and fees must be completed prior to registration each quarter. Total program cost is dependent upon enrollment status. Students enrolled in 8+ credit hours will be charged a flat-term rate. Students enrolled in less than 8 credit hours will be charged per credit and total tuition for a given quarter is determined by multiplying the number of credit hours for which the student is registered and attends within the term by the then-current tuition rate.

		I HAVE REVIEWED	THE CHARGES ABO	OVE	(STUDENT'S INITIALS)
 MODULAR PROGRAMS Financial aid is administered Financial aid is administered Students will be charged tuition 	as a clock-hou based on an a	r program	unds will be base	ed on the portio	n of the academic year
that the student has completed.	1st year	2ND YEAR [†]	3rd year [†]	TOTAL	
	IST TEAK				TOTAL PROGRAM COST
TEXTBOOKS AND EQUIPMENT ^{††}					PAYMENT MADE TODAY
OTHER (SPECIFY)					IF RE-ENTRY OR TRANSFER, CREDIT FOR
TOTAL [†] OR PORTION THEREOF					PREVIOUS ENROLLMENT
^{††} Textbook and equipment cos The cost of books may vary					BALANCE DUE
If I am unable to pay my tuition in full on o	or before the start of	date of the period for v	which I have been charg	ged, either through f	ederal financial aid, third

party private loans or other means, I understand that I may arrange to participate in a cash payment plan with The School for the balance. The terms of such payment plan, and whether I qualify for such a plan, will be disclosed in the cash payment plan documentation provided to me upon my application for such plan. The terms of any other financing (federal financial aid or third party loans), and whether I qualify for such financing, will be disclosed to me as required by law or by the lender thereunder. I understand that third parties who may make private loans to me to finance my education may subsequently sell such loans and related receivables to The School or to an affiliate of The School.

HAVE REVIEWED THE CHARGES ABOVE	(STUDENT'S INITIALS)
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ENROLLMENT AGREEMENT

The Student Understands:

- 1. The School will evaluate postsecondary education completed at another school and/or prior vocational/occupational institution, including military training. I will be given appropriate credit if, at the sole discretion of The School, such education meets The School's standards for transfer of credit.
- 2. This School does not guarantee job placement to graduates upon program/course completion or upon graduation, and does not guarantee a salary or salary range to graduates.
- 3. The School will not be responsible for any statement of policy, placement assistance activities, curriculum or facility that does not appear in The School catalog or in this Enrollment Agreement.
- 4. The School reserves the right to discontinue my education for unsatisfactory progress or failure to abide by School rules as stated in The School catalog or in this Enrollment Agreement.
- 5. This Enrollment Agreement is not binding until accepted in writing by all parties.
- 6. If I receive any loan through the federal financial aid programs, I understand that if I fail to repay the loan in accordance with the terms under which it was provided, my income tax refund could be taken away and I may be unable to get other financial aid or government housing assistance until I pay off such loan.
- 7. I understand and agree that repaying any financial obligations related to my education at The School is my responsibility, and that my failure to repay my financial obligation as agreed could have a direct, adverse impact on The School's operations, including without

ENROLLMENT AGREEMENT (CONTINUED)

limitation, the ability of the School to make financial assistance available to other students and the ability of other students to obtain financial assistance for their education from other sources, including federal financial aid programs.

- 8. I further understand and agree that if I fail to comply with the terms of any financial assistance made available to me through The School or any other source or any cash payment plan offered to me, in addition to any other remedies available to The School by contract or under law, The School may take action with respect to my continued enrollment, up to and including suspension or termination of my enrollment.
- 9. The School further reserves the right to change instructors, textbooks, course curricula, accreditation, schedules, prerequisites and requirements, or cancel a course or program for which there is insufficient enrollment. The School will provide me a full refund for courses or programs that I have enrolled in and which are cancelled. Should the start date as indicated in this Enrollment Agreement change, I will be given the opportunity to negotiate a new Enrollment Agreement, and this Enrollment Agreement shall be null and void.
- 10. The School does not guarantee the transferability of credits to any school, university or institution. I acknowledge that it is my sole responsibility to contact a receiving institution regarding any possible transfer of credit from The School prior to enrollment.
- 11. Any holder of a consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant to or with the proceeds thereof. Recovery by the debtor shall not exceed amounts paid by the debtor. (FTC Rule effective 5/14/76)
- 12. The School reserves the right to verify all graduate employment information.
- 13. I acknowledge and consent to the sale/transfer of this Enrollment Agreement or any note or other receivable obligation to a third party for collection if deemed desirable by The School.
- 14. Do not sign this Enrollment Agreement before you read it or if it contains any blank spaces.

I acknowledge and agree that The School may modify, amend, or replace The School catalog or any of its terms from time to time and at any time in its sole discretion and that if The School catalog is modified, amended, or replaced, then I will be provided a copy of any modified, amended, or replacement catalog, which will be binding upon me after my receipt thereof. If the catalog modification, amendment or replacement creates a substantial failure to furnish the instruction agreed upon, I will have the opportunity to review and agree, in writing, to the specified changes, or be given a fair chance to complete my program or another program with a demonstrated possibility of placement equal to or higher than the possibility of placement in the program in which I enrolled, within approximately the same period of time at no additional cost. Also, I have carefully read and received an exact copy of this Enrollment Agreement. I understand that my enrollment may be terminated for any of the following reasons (in addition to any grounds for such termination in the catalog): if I fail to comply with The School's attendance and academic requirements; if I fail to comply with the terms of this Enrollment Agreement or any financial assistance accepted by me; or if I disrupt the normal activities of The School. While enrolled at The School, I understand that I must maintain Satisfactory Academic Progress as described in The School catalog before a credential may be awarded and that failure to maintain such progress may be cause for loss of financial assistance and/or termination of enrollment.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities in this Enrollment Agreement and The School catalog, and that The School's cancellation and refund policies have been clearly explained to me.

Acknowledgment of Waiver of Jury Trial and Availability of Voluntary Dispute Resolution Procedures:

By my signature, I acknowledge that I understand that both I and The School are irrevocably waiving rights to a trial by jury. I further acknowledge that I may, but am not required to, take advantage of the School's internal dispute resolution and arbitration procedures as set forth in the Dispute Resolution Policy addendum to this agreement. However, if I file suit against the School in any court, or if I seek arbitration, I agree not to combine or consolidate any Claims with those of other students, such as in a class or mass action.

Choice of Law, Exclusive Jurisdiction and Venue: This Agreement, and any dispute, claim, or cause of action arising out of or related in any way, whether directly or indirectly, to the undersigned student's relationship with the School, shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada without regard to conflict of laws principles. Jurisdiction and venue for any such dispute, claim, or cause of action shall be proper only as follows: (1) If in a court of law, the student and the School agree and consent to the exclusive jurisdiction and venue of any courts, federal, state, or local, having a situs within Nevada. (2) Alternatively, if in arbitration, the student and the School agree and consent to arbitration at a location within 100 miles of where the student attends or attended School.

Severability: If any provision or part of this Agreement is determined to be invalid or unenforceable, that provision or part will be stricken or modified to the minimum extent necessary to render the provision otherwise enforceable, and the remainder of the Agreement will remain in full force and effect.

I hereby acknowledge receipt of The School catalog which contains information describing programs offered and equipment/supplies provided and which is incorporated herein by this reference.

SIGNATURES						
SIGNATURE OF STUDENT	DATE	IF UNDER 18, SIGNATURE OF PARENT OR GUARDIAN	DATE			
SIGNATURE OF ADMISSIONS OFFICER	DATE	SIGNATURE OF ADMINISTRATIVE OFFICIAL	DATE			
	tify that there have ollment Agreement	(stud) e been no verbal or written agreements or promis t Addendum and Disclosures, which is hereby inc				
Ву:		Date:				
This agreement is a legally binding instruering evidenced by the signature of the accept		been signed by the student and accepted by T	he School as			
This Agreement and Addendum can only	v be modified by a	writing signed by both the Campus President a	ind the student.			
BE SURE TO READ THE BACK OF THIS A	GREEMENT SINC	E IT IS PART OF YOUR CONTRACT WITH THE	SCHOOL.			

BUYER'S RIGHT TO CANCEL

The applicant's signature on this Enrollment Agreement (Agreement) does not constitute admission into The School until the student has been accepted for admission by an official of The School. If the applicant is not accepted by The School, or if The School substantially fails to furnish the training program agreed upon in this Agreement, all monies paid will be refunded.

After the applicant has signed the Agreement, the applicant may request cancellation by submitting a written notice either prior to the start of the first scheduled class or by midnight of the third business day following the signing of the Agreement, whichever is longer, and the applicant will receive a full refund of all monies paid. Applicants who have signed the Agreement but have not yet visited The School may also cancel within three business days following either The School's regularly scheduled orientation procedures or a tour of The School's facilities and inspection of equipment, where training and services are provided.

Cancellation will occur when the student gives a signed and dated written notice of cancellation to the Director of Admissions or President at the address shown on the front of this Agreement. The written notice of cancellation need not take any particular form, and, however expressed, is effective if signed and dated by the student and states that the student no longer wishes to be bound by the Agreement. A notice of cancellation may be given by mail or hand delivery. The notice of cancellation, if sent by mail, is effective when deposited in the mail, properly addressed, with postage prepaid.

OFFICIAL WITHDRAWALS

An official withdrawal must be documented in writing. An official withdrawal is considered to have occurred on the earlier of a) the date that the student provides to The School official notification of his or her intent to withdraw, or b) the date that the student begins the withdrawal process. Students who must withdraw from The School are requested to notify the office of the Academic Dean/ Director of Education by telephone, in person, or in writing, to provide official notification of their intent to withdraw. Students will be asked to provide the official date of withdrawal and the reason for withdrawal in writing at the time of official notification. When the student begins the process of withdrawal, the student or the office of the Academic Dean/Director of Education will complete the necessary form(s).

Quarter-based Programs: After the cancellation period, students in quarter-based programs who officially withdraw from The School prior to the end of The School's official add/drop period will be dropped from enrollment, and all monies paid will be refunded.

Modular Programs: Although there is no add/drop period in modular programs, for students who officially withdraw within the first five class days (or for weekend classes within seven calendar days from the date they started class, including the day they started class), all monies paid will be refunded.

DATE OF WITHDRAWAL VERSUS DATE OF DETERMINATION (DOD)

The date of withdrawal, for purposes of calculating a refund, is the student's last date of attendance. The date of determination is the earlier of the date the student officially withdraws, provides notice of cancellation, or the date The School determines the student has violated an academic standard. For example, when a student is withdrawn for violating an academic rule, the date of the student's withdrawal shall be the student's last date of attendance. The date of determination shall be the date The School determines the student has violated the academic rule, if the student has not filed an appeal. If the student files an appeal and the appeal is denied, the date of determination is the date the appeal is denied. If the student ceases attendance without providing official notification, the DOD shall be no more than 14 days from the student's last date of attendance.

FEDERAL FINANCIAL AID RETURN POLICY

Student Financial Aid (SFA)

The School is certified by the U.S. Department of Education as an eligible participant in the Federal Student Financial Aid (SFA) programs established under the Higher Education Act of 1965 (HEA), as amended (Title IV programs). The School is required to determine earned and unearned portions of Title IV aid for students who cancel, withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term.

Return of Title IV Funds Calculation and Policy

The Return of Title IV Funds calculation (Return calculation) is based on the percentage of earned aid using the following calculation: Percentage of payment period or term completed equals the number of days completed up to the withdrawal date divided by the total days in the payment period or term. (Any break of five days or more is not counted as part of the days in the term.) This percentage is also the percentage of earned aid.

Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned equals (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total dollar amount of aid that could have been disbursed during the payment period or term.

The School must return the Title IV funds for which it is responsible in the following order:

- 1. Unsubsidized Direct Stafford loans (other than PLUS loans)
- 2. Subsidized Direct Stafford loans
- 3. Federal Perkins loans
- 4. Direct PLUS loans

- 5. Federal Pell Grants for which a return of funds is required
- 6. Academic Competitiveness Grants for which a return of funds is required
- 7. National Smart Grants for which a return of funds is required
- 8. Federal Supplemental Educational Opportunity Grants (FSEOG) for which a return of funds is required

If a student withdraws after the 60% point-in-time, the student has earned all Title IV funds that he/she was scheduled to receive during the period and, thus, has no unearned funds; however, The School must still perform a Return calculation. If the student earned more aid than was disbursed to him/her, the institution would owe the student a post-withdrawal disbursement which must be paid within 180 days of the DOD.

After a Return calculation has been made and a state/institutional refund policy, if applicable, has been applied, any resulting credit balance (i.e. earned Title IV funds exceed institutional charges) must be paid within 14 days from the date that The School performs the Return calculation and will be paid in one of the following manners:

- 1. Pay authorized charges at the institution;
- 2. With the student's permission, reduce the student's Title IV loan debt (not limited to the student's loan debt for the period of enrollment);
- 3. Return to the student.

Any outstanding student loans that remain are to be repaid by the student according to the terms of the student's promissory notes. If a student earned less aid than was disbursed, The School would be required to return a portion of the funds and the student would be required to return a portion of the funds.

Return of Unearned Title IV Funds

The School must return the lesser of:

- The amount of Title IV program funds that the student did not earn; or
- The amount of institutional charges that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that were not earned.

The student (or parent, if a Federal PLUS loan) must return or repay the amount by which the original overpayment amount exceeds 50% of the total grant funds received by the student for the payment period or period of enrollment, if the grant overpayment is greater than \$50. (Note: If the student cannot repay the grant overpayment in full, the student must make satisfactory arrangements with the U.S. Department of Education to repay any outstanding grant balances. The Student Financial Aid Department will be available to advise the student in the event that a student repayment obligation exists. The individual will be ineligible to receive additional student financial assistance in the future if the financial obligation(s) is not satisfied.)

Time Frame within which Institution is to Return Unearned Title IV Funds

The School must return the amount of unearned Title IV funds for which it is responsible within 45 days after the DOD.

Effect of Leaves of Absence on Returns

If a student does not return from an approved leave of absence on the date indicated on the written request, the withdrawal date is the student's last day of attendance. For more information, see the Leave of Absence section in The School catalog.

REFUND POLICIES

INSTITUTIONAL PRO RATA REFUND CALCULATION AND POLICY

When a student withdraws, The School must determine how much of the tuition and fees it is eligible to retain. The Pro Rata Refund Calculation and Policy is an institutional policy and is different from the Federal Financial Aid Return Policy and Return calculation; therefore, after both calculations are applied, a student may owe a debit balance (i.e. the student incurred more charges than he/she earned in Title IV funds) to The School.

The School will perform the Pro Rata Refund Calculation for those students who terminate their training <u>before</u> completing the period of enrollment (i.e. students who receive a final grade of "W" or "WZ"). Under the Pro Rata Refund Calculation, The School is entitled to retain only the percentage of charges (tuition, room, board, etc.) proportional to the period of enrollment completed by the student. The period of enrollment for students enrolled in modular programs is the academic year. The period of enrollment for students enrolled in quarter-based programs is the quarter. The refund is calculated using the following steps:

- 1. Determine the total charges for the period of enrollment.
- 2. Divide this figure by the total number of calendar days in the period of enrollment.
- 3. The answer to the calculation in step (2) is the daily charge for instruction.
- 4. The amount owed by the student for the purposes of calculating a refund is derived by multiplying the total calendar days in the period as of the student's last date of attendance by the daily charge for instruction and adding in any book or equipment charges.
- 5. The refund shall be any amount in excess of the figure derived in step (4) that was paid by the student.

TEXTBOOK AND EQUIPMENT RETURN/REFUND POLICY

A student who was charged for and paid for textbooks, uniforms, or equipment may return the unmarked textbooks, unworn uniforms, or new equipment within 30 days following the date of the student's cancellation, termination, or withdrawal. The School shall then refund the charges paid by the student. Uniforms that have been worn cannot be returned because of health and sanitary reasons. If the student fails to return unmarked textbooks, unworn uniforms or new equipment within 30 days, The School may retain the cost of the items that has been paid by the student. The student may then retain the equipment without further financial obligation to The School.

TIME FRAME WITHIN WHICH INSTITUTION IS TO ISSUE REFUNDS

Refunds will be issued within 15 calendar days of either the date of determination or from the date that the applicant was not accepted by The School, whichever is applicable.

EFFECT OF LEAVES OF ABSENCE ON REFUNDS

If a student does not return from an approved leave of absence (when applicable) on the date indicated on the written request, monies will be refunded. The refund calculation will be based on the student's last date of attendance. The DOD is the date the student was scheduled to return.

STUDENTS CALLED TO ACTIVE MILITARY DUTY

Newly Admitted Students

Students who are newly admitted to The School and are called to active military duty prior to the first day of class in their first term/ module shall receive a full refund of all tuition and fees paid. Textbook and equipment charges shall be refunded to the student upon return of the textbooks/unused equipment to The School.

Continuing Students

Continuing students called to active military duty are entitled to the following:

If tuition and fees are collected in advance of the withdrawal, a strict 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 for active military service ("WZ").

Continuing Modular Diploma Students

Continuing modular diploma students who have completed 50% or less of their program are entitled to a full refund of tuition, fees, and other charges paid. Such students who have completed more than 50% of their program are entitled to a strict pro rata refund.

SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

MISCELLANEOUS

Nothing in this Enrollment Agreement shall be construed to be a restriction of venue.

BE SURE TO READ THE FRONT OF THIS AGREEMENT SINCE IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

DISPUTE RESOLUTION POLICY ADDENDUM

1. You may choose to initiate the terms of the following dispute resolution policy in lieu of or prior to initiating a legal claim in a court of competent jurisdiction against the School. As set forth below, if you are not satisfied with the outcome of the internal dispute resolution process, you may, but are not required to, seek resolution of your complaint through arbitration or before a court of competent jurisdiction. In the event that you file for arbitration or if you file a claim before a court of competent jurisdiction, you agree not to combine or consolidate any claims with those of other students, such as in a class or mass action. IN THE EVENT THAT YOU ELECT TO BRING A CLAIM IN COURT, YOU AGREE TO WAIVE YOUR RIGHTS TO A JURY TRIAL AND THAT THE CLAIM SHALL BE SUBMITTED TO A JUDGE ONLY AND NOT TO A JURY.

Initials

2. By signing this addendum, you acknowledge that the School has informed you of the availability of its internal dispute resolution procedure to resolve any claims you may have against the School. You may initiate this internal dispute resolution procedure by filing a written complaint with your academic advisor. The academic advisor will attempt to respond to your complaint and resolve the dispute within 15 days. If you are not satisfied with your academic advisor's resolution of your complaint, you may appeal his/her decision to the President of the School. If you file a claim after you withdraw or graduate from the School, you may initiate the internal dispute resolution process by filing a written complaint directly with the President of the School. Whether you initiate the internal dispute resolution process with your academic adviser or with the School's President, you may further appeal the School President's decision to the Provost of Zenith Education Group.

3. If you are not satisfied with the outcome of the internal dispute resolution process described in paragraph two (2), you have the option of submitting your claim to arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules at a location within 100 miles of where you attend School. You must complete the internal dispute resolution process before commencing arbitration.

4. If you initiate arbitration, you may choose to have the School pay half the cost of the consumer filing fee set by AAA that you would otherwise be responsible for paying under the Consumer Arbitration Rules in effect at the time you initiate arbitration ("Filing Fee"). In exchange for the School agreeing to pay one-half of the Filing Fee, you agree that once you initiate arbitration by submitting a claim to AAA you waive your right to bring a lawsuit against the school in a court of competent jurisdiction. The decision of the arbitrators shall be binding, and you agree not to appeal any arbitration decision to any court. If you are the prevailing party, the School will reimburse you for the portion of the Filing Fee it advanced if the School is the prevailing party.

5. Alternatively, you may decide to pay the entire Filing Fee. If you pay the Filing Fee, you will not waive your right to bring a lawsuit against the school in a court of competent jurisdiction

if you are not satisfied with the outcome of the arbitration. If you are the prevailing party, the School will reimburse you for the Filing Fee.

6. You will not be responsible for any Filing Fee under either paragraph 4 or 5 if you demonstrate hardship and, if represented, your attorney does not advance costs. In exchange for the School agreeing to pay the Filing Fee, you agree that once you initiate arbitration by submitting a claim to AAA you waive your right to bring a lawsuit against the school in a court of competent jurisdiction. The decision of the arbitrators shall be binding, and you agree not to appeal any arbitration decision to any court.

7. If, upon completion of the internal dispute resolution process you desire to initiate arbitration, you should first contact the School's President, who will provide you with a copy of the AAA Consumer Rules. Information about the arbitration process and the Consumer Rules also can be obtained at www.adr.org or 1-800-778-7879. You shall then contact the AAA, which will provide the appropriate forms and detailed instructions. You shall disclose this document to the AAA.

8. Except as specifically required by law of the state in which this is executed or as may be specifically ordered by the arbitrator, the internal dispute resolution process and any subsequent arbitration process shall remain strictly confidential by the parties, their representatives and the AAA. This agreement to maintain the confidentiality of the arbitration process does not extend to the fact that an arbitration claim has been filed by you, as well as any decisions, final rulings, and award resulting from the arbitration.

9. All statutes of limitations applicable to any dispute apply to any arbitration between you and the School.

10. Please note that nothing in this agreement prohibits you from also filing a complaint with any state or federal regulatory or enforcement agency, including the U.S. Department of Education, or accrediting agency. Such a complaint may be filed at any time and nothing in this Agreement precludes you from notifying any state or federal regulatory or enforcement agency regarding the internal dispute resolution process and any resulting arbitration.

Texas students only: This provision is in addition to any grievance procedure specifically provided for by statute or rule to the extent that the claims are within the scope of such statute or rule. "Grievance procedure" refers specifically to the TWC Student Complaint Policy and information on filing a complaint with TWC can be found on TWC's Career Schools and Colleges Website at http://csc.twc.state.tx.us/.

Name of Student

Signature of Student

Date: _____