

ENROLLMENT AGREEMENT

Phone: (909) 829-1643 Fax: (909) 829-2600

www.fitmnow.com

PLEASE PRINT OR TYPE

New Student

Re-Entry Student

Applicant Legal Name _____

Social Security # _____ Date of Birth _____ / _____ / _____ Driver License/ID # _____

Home Telephone: (____) _____ - _____ Work: (____) _____ - _____ Cell: (____) _____ - _____

Street Address _____ Apt# / Space# / Unit# _____

City _____ Zip Code _____ E-Mail _____ @ _____

A. EDUCATIONAL SERVICE

Program _____

Total Clock Hours _____ Approximate # of Weeks _____

Enrollment Agreement Period: **Jan 1, 2023 – Dec 31, 2023**

Program Start Date: _____ / _____ / _____ Program Scheduled Completion Date: _____ / _____ / _____

Hours are from _____ to _____ On the following days of the week: Mon Tues Wed Thurs Fri

B. ITEMIZATION & TOTAL TUITION FEES

Registration Fee	\$ _____	Non-Refundable (not to exceed \$250.00)
Books	\$ _____	Textbooks prices fluctuate depending on recent book editions and pricing changes by publishers.
Equipment	\$ _____	Non-Refundable upon removal from original packaging.
Student Tuition Recovery Fund Fee	\$ _____	Non-Refundable (\$2.50 for every \$1,000 rounded to the nearest \$1,000)
Uniforms/Protective Clothing	\$ _____	Non-Refundable
Tuition	\$ _____	Prorated upon withdrawal. Refer to refund policy provision within this Agreement.

ESTIMATED DUE FOR THE ENTIRE PROGRAM \$ _____

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE \$ _____

CHARGES DUE UPON ENROLLMENT \$ _____

*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.

Additional Fees, as applicable: Additional Transcript Cost: \$10.00

THERE ARE NO ADDITIONAL CHARGES PAID TO AN ENTITY THAT ARE SPECIFICALLY REQUIRED TO PARTICIPATE IN THE EDUCATIONAL PROGRAM.

STUDENT AGREES TO PAY ABOVE SPECIFIED FEES AS FOLLOWING:

Cash \$ _____

Credit Card \$ _____ Credit Card #: _____ Exp. Date: ____ / ____

Sponsor \$ _____ Sponsor Name: _____

Check \$ _____ Check Number: _____

Student Loan \$ _____

Corporate \$ _____ Corporate Name: _____

BALANCE DUE \$ _____ Payment Agreement: _____

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 SCHOOL CATALOG AND SCHOOL 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 SCHOOL.

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 Student's Parent or Guardian (if student is under age 18) Date

_____/_____/_____
Signature and Title of School Official Accepting Enrollment Date

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

Revision Date: January 1, 2023

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C. REFUND POLICY

RESIDENTIAL PROGRAMS

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro rata refund if you have completed 60% or less of the scheduled hours in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: _____ / _____ / _____
Date

2. Cancellation may occur when the student provides a written notice of cancellation to the following address: 14755 Foothill Blvd, Suite G. Fontana, CA 92335. 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 the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school 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 hours in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, 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 shall 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.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.
- The student has failed to attend class for five (5) consecutive days of absence for all programs. The date of your withdrawal shall be deemed the last date of your recorded attendance.
- The student fails to return from a leave of absence.

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 daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of hours in the program), multiplied by the number of hours scheduled to attend, prior to withdrawal. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of the five (5) consecutive days of absence. 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.

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.

UNDERSTANDINGS

INITIAL

1. **Catalog:** Information about First Institute Training & Management, Inc. is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. First Institute Training & Management, Inc. 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 school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in First Institute Training & Management, Inc., the Student agrees to abide by the terms stated in the catalog and all school policies.
2. **Location:** All residential instruction occurs at all the First Institute Training & Management, Inc. campuses. **In-resident housing is not available in any First Institute Training & Management, Inc. campus.**
3. I understand that I will be awarded a Certificate of Completion when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations.
4. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at First Institute Training & Management, Inc. is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the Certificate of Completion you earn in the _____ program is also at the complete discretion of the institution to which you may seek to transfer. If the Certificate of Completion 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 First Institute Training & Management, Inc. to determine if your coursework will transfer. THERE IS NO FEE ASSOCIATED WITH THE ASSESSMENT OR TRANSFER OF CREDITS.
5. **Tutoring:** First Institute Training & Management, Inc. provides student tutoring at NO COST, on an as needed basis.
6. **Career Services:** Placement assistance is provided. However, it is understood that the School 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 N. 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.
9. **Financing:** The Student understands that if the student obtains a loan to pay for their educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.
10. **Books/Equipment:** All supplies for the program selected will be provided by the School at the stated charge. Lost, mutilated, or stolen items will be replaced at the expense of the student.
11. **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:
- 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.
 - 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.
12. **Student Tuition Recovery Fund:** You must pay the state-imposed assessment of \$2.50 per \$1,000 of institutional charges for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:
- 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 either by cash, guaranteed student loans, or personal loans, and
 - Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if either of the following applies:

- You are not a California resident, or are not enrolled in a residency program, or
- Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency program, attending certain schools regulated by the Bureau for Private Postsecondary Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

- The school closed before the course of instruction was completed.
- The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
- The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
- There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
- An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.

Note: Authority cited: Sections 94877, 94923 and 94924, Education Code. Reference: Section 94843, 94911(b), 94923 and 94924, Education Code.

NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, 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 School Performance Fact Sheet, which you are encouraged to review prior to signing this 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 examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement. INITIAL

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary 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.