



**ENROLLMENT AGREEMENT**  
**Virginia Beach Military / Online Continuing Education**  
5555 Greenwich Road, Suite 510, Virginia Beach, VA 23462  
(800) 291-7177

**Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Soc. Sec. #** \_\_\_\_\_

**Start Date:** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_ **Class Hours** \_\_\_\_\_ **to** \_\_\_\_\_

In this Enrollment Agreement, the word "Student" means the person applying for the course of training described below; the words "I", "me," and "my" mean the Student and each and all persons who sign this Agreement; and the word "ECPI" means ECPI University.

The Student hereby applies for the program of training described and checked below. If this enrollment is NOT ACCEPTED by ECPI, there shall be a COMPLETE REFUND of any monies paid to ECPI with NO DEDUCTIONS by ECPI for any ECPI services whatsoever. Acceptance by ECPI entitles the Student to all the benefits of ECPI as described in this Agreement. ECPI agrees to provide services and materials described below and I agree to pay for these services/materials subject to the terms and conditions set forth hereunder and on the next three pages hereof:

<input checked="" type="checkbox"/>	Course Name	Course Number
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Description	Amount	Charge	Total
Per Credit Hour for Tuition	\$250	X _____	= _____
Textbook and Learning Resource Fee	\$80	X _____	= _____
		<b>TOTAL</b>	\$ _____

<input type="checkbox"/>	<b>Active</b>
<input type="checkbox"/>	<b>Reservist</b>
<input type="checkbox"/>	<b>National Guard</b>
<input type="checkbox"/>	<b>NDS</b>

**I acknowledge that I received and read a completed copy of this Agreement, including the provisions on pages 2, 3, and 4, before signing below. I also acknowledge receipt of the Catalog.**

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPLICANTS UNDER THE AGE OF 18 must be interviewed in the presence of a parent, guardian, or cosigner, and this Enrollment Agreement must bear their signature. I certify I was present during the interview. I understand the terms and conditions of this Enrollment Agreement and, if accepted by ECPI, I agree to be responsible for its terms.

Signature \_\_\_\_\_ Relationship \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature, ECPI University Date \_\_\_\_\_

(Effective 060111)

SAMPLE FINANCIAL WORKSHEET (THIS IS NOT A DISCLOSURE STATEMENT)	
1. Total Cost	\$
2. Cash Down	
3. In-School Financing (ECPI)	
4. Other	
5. Application for Military Tuition Assistance	
6. Veterans Benefits	
7. Total (2+3+4+5+6)	\$

## ADDITIONAL TERMS AND CONDITIONS

### I UNDERSTAND THAT:

1. Upon submission of application information satisfactory to ECPI and ECPI's further acceptance in writing of this application, the agreement will constitute a binding contract and both ECPI and I will abide by its terms.
2. Graduate job placement assistance is not available for this series. \_\_\_\_\_
3. The Student and/or his/her parents or guardian hereby gives ECPI permission to call upon a physician and/or to refer the Student to same for medical assistance in the event of sudden illness. It is understood and agreed that any expense incurred will be the sole responsibility of the Student and/or his/her parent/guardian.
4. Grounds for termination of the Student's enrollment by ECPI prior to completion include insufficient progress, poor attendance, non-payment, or failure to comply with rules.
5. The right to adjust class schedule or to amend the curriculum from time to time is reserved by ECPI.
6. I agree that ECPI may sell this Agreement or any associated evidence of indebtedness to a bank or other third party. No such transaction will alter the refund policy contained in this Agreement.
7. All charges due ECPI, regardless of type, are due and payable unless deferred by ECPI, as of the first date of class for any program. In the event that a Student leaves ECPI, whether through withdrawal, cancellation, or graduation, all charges remaining unpaid at the time of such leaving, whether or not deferred, are immediately due and payable.

### 8. CANCELLATION CLAUSE

**Definitions:** As used in this Cancellation Clause, the following terms shall have the following meanings:

"Period of Enrollment" means a continuous period of instruction for which the Student has been charged. All scheduled class sessions are included, whether present or absent. With respect to this or any other Enrollment Agreement between the Student with ECPI, the "Period of Enrollment" is shown in the "Description of Services and Materials" section of the Enrollment Agreement.

"Administrative Fee" when used herein with initial capital letters, means a fee which the University will retain from certain refunds. Such Administrative Fee will be \$100.

"Tuition and Fees" means the stated program price for a Period of Enrollment together with textbooks, sales tax, Administration Fee, and other fees charged by ECPI.

**Class Postponement:** In the event a program start date is postponed by ECPI, the Applicant is entitled to a full refund of all monies paid to ECPI.

**Refunds:** When an Applicant requests a cancellation within three (3) business days after the date of their Agreement, there shall be a complete refund of monies paid within 30 days of receipt of the cancellation notice from the Applicant. If the student withdraws from class, charges will be assessed for all courses in which attendance commenced, plus a \$100 Administrative Fee.

**Payment of Refunds:** Any refunds due under the foregoing provisions to the Student who properly cancels, will be refunded within sixty days of the Student's last date of attendance.

### NOTICE OF CANCELLATION:

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the date below. If you cancel, any payment made by you under this contract and any negotiable instrument executed by you will be returned within 30 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to ECPI University, 5555 Greenwich Road, Virginia Beach, VA 23462, no later than midnight on .

Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

9. **ARBITRATION AGREEMENT:** Both Student and ECPI recognize and agree that any dispute which may arise between Student and ECPI should be resolved as quickly and amicably as possible. Accordingly, the following procedure shall apply to the resolution of any dispute arising out of or in any way related to this agreement, any amendments or addenda hereto, or subject matter hereof, or the relationship created hereby including but not limited to, any tort, contract, or statutory claims (individually and collectively the "Dispute"):
- a. The parties shall make an initial attempt to resolve the Dispute in accordance with the University's Student Complaint/Grievance Procedure.
  - b. If the Dispute cannot be resolved through the Student Complaint/Grievance Procedure, then the Dispute shall be resolved by binding arbitration between the parties. The arbitration between Student and ECPI will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and, to the extent not inconsistent with such rules, the Federal Arbitration Act, subject to the following modifications:
    - (1) The arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes.
    - (2) The site of the arbitration shall be the city in which the University is located.
    - (3) The substantive law, which shall govern the interpretation of this Agreement and the resolution of any Dispute, will be the law of the state where the University is located.
    - (4) The arbitration shall not include any party other than the University and Student, and shall not be joined or consolidated with any other arbitration.
    - (5) Attorneys' fees are awardable under the substantive law pertaining to the arbitration or in accordance with the Arbitration Rules of the American Arbitration Association.
    - (6) Notwithstanding anything to the contrary herein, the prevailing party in any of the following matters shall be entitled to recover its reasonable attorneys' fees incurred in connection with such matters; (i) any motion which any party is required to make in the courts to compel arbitration of a dispute; or (ii) any appeal of an arbitration award for the purpose of vacating, modifying, or correcting the award.
    - (7) All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, shall be strictly confidential. The parties shall have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.
10. **THIS ENROLLMENT AGREEMENT, TOGETHER WITH THE CONSUMER CREDIT INSTALLMENT SALE AGREEMENT AND DISCLOSURE STATEMENT, CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND IT CANNOT BE ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PARTIES HERETO.**

Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

### **NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**