

Applicant Name		Primary Phone #		Alternate # / Cell Phone	
Street Address			City		State
Student ID	SSN	Date of Birth	Start Date	email	

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

The Student hereby applies for the training described and checked below in this Enrollment Agreement. 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. I agree to pay for the services/materials subject to the terms and conditions set forth in this Enrollment Agreement.

Course Name	Course #	Cost/credit hr.	No. of credits	Total Course Cost
<input type="checkbox"/> College Composition	ENG110	\$250	3	\$750
<input type="checkbox"/> Principles of Communication	COM115	\$250	3	\$750
<input type="checkbox"/> College Algebra	MTH131	\$250	3	\$750
<input type="checkbox"/> Introduction to Psychology	PSY105	\$250	3	\$750
<input type="checkbox"/> Culture and Diversity	HUM205	\$250	3	\$750



Description of Services

*LRF/Learning Resource Fee \$40 per course Each course is five(5) weeks.

STUDENT ACKNOWLEDGEMENTS

This Enrollment Agreement, the Financial Plan, and the School Catalog, together with other published ECPI policies, procedures, and student conduct codes, shall constitute the entire agreement between Student and ECPI. I understand and agree that these written documents supercede any prior or contemporaneous oral or written statements and may not be modified without the written agreement of the ECPI Campus President.

I have had the opportunity to review the eCatalog at: <http://ecpi.smartcatalogiq.com/> and/or a CD with an electronic version of the School Catalog, the provisions of which I accept including without limitation its grounds for termination.

I have read and understand all provisions of this Enrollment Agreement and I have been given a copy of it for my records. I understand that my enrollment and ECPI's obligation under this Enrollment Agreement (except the Refund Policy and Cancellation Policy sections below) may be terminated by ECPI if I fail to comply with ECPI's attendance, conduct, academic, and/or financial requirements.

By signing below, I confirm my agreement to the terms and conditions outlined on all three pages of this Enrollment Agreement, which includes the School Catalog. This Enrollment Agreement shall not be binding until it is accepted by ECPI.

X _____

Date (mm/dd/yyyy)

STUDENTS UNDER THE AGE OF 18 must be interviewed in the presence of a parent or guardian and this Enrollment Agreement must bear his/her 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.

X _____

Relationship Date (mm/dd/yyyy)

This Enrollment Agreement shall become a legal and binding document once it is signed on behalf of ECPI.

Authorized Signature, ECPI University Date (mm/dd/yyyy)

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 Enrollment Agreement, this Enrollment Agreement will constitute a binding contract and both ECPI and I will abide and be bound by its terms.
2. Student agrees that ECPI may sell this Enrollment 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 Enrollment Agreement.
3. The right to adjust class schedule or to amend the curriculum from time to time is reserved by ECPI.
4. It is understood and agreed that ECPI cannot guarantee and has made no representations regarding employment for Student at any time.
5. Student authorizes ECPI to publish photograph(s), film(s), or video(s) at any time in which Student appears for advertising or public relations purposes without any compensation whatsoever to Student.
6. All charges due to ECPI, regardless of type, are due and payable unless deferred by ECPI as of the first date of class for any program.

7. REFUND POLICY:

Definitions: As used in this Refund Policy, these 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 and ECPI, the "Period of Enrollment" is shown in the "Description of Services and Materials" section of this Enrollment Agreement.

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

"Application Fee" when used herein with initial capital letters, means a fee which ECPI will retain from certain refunds. Such Application Fee will be non-refundable.

CANCELLATION POLICY:

Start Date Postponement: In the event a program start date is postponed by ECPI, Student is entitled to a full refund of all monies paid to ECPI if requested by Student within fifteen days of Student's receipt of notice of such postponement.

Student may cancel this Enrollment Agreement, without any penalty or obligation, within three (3) business days from the date Student signs below. If Student cancels in accordance herewith, any payment made by Student under this Enrollment Agreement and any negotiable instrument executed by Student in connection herewith will be returned within 30 days following receipt by ECPI of such cancellation notice excluding the non-refundable application fee, and any security interest arising out of this Enrollment /Agreement will be voided. If cancellation is effected under this clause, Student shall have the right to apply for reinstatement within 12 months from the date signed by Student on page one of this Enrollment Agreement, at which time a credit will be given for all monies paid but not previously returned to Student, if any. To cancel this Enrollment Agreement, Student must mail or deliver a signed and dated copy of Student's written cancellation notice to ECPI at the campus location noted on page one of this Enrollment Agreement no later than midnight on

8. **ARBITRATION AGREEMENT:** In an effort to resolve any dispute, claim and/or controversy between Student and ECPI arising out of or relating to this Enrollment Agreement and/or the breach, termination, enforcement, interpretation or validity thereof as expeditiously and economically as possible, the parties hereto agree that any such dispute, claim and/or controversy which cannot first be resolved in accordance with ECPI's Student Complaint / Grievance Procedure shall be determined solely by binding arbitration pursuant to the Federal Arbitration Act. Any such arbitration shall be held before a single arbitrator, conducted in the city and state in which Student is enrolled and administered by the American Arbitration Association (the "AAA") pursuant to its Commercial Arbitration Rules, including its Supplementary Procedures for Consumer-Related Disputes (collectively, the "Rules"). The appointment of the arbitrator and conduct of the arbitration proceedings, including without limitation the introduction of evidence, the exchange of documents and related materials by and among the parties and the use of witnesses at any hearing(s), shall be carried out in accordance with the applicable provisions of the Rules. Information about the arbitration process is available from AAA by visiting www.adr.org or by phoning 1.800.778.7879. Nothing herein is intended to preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction or from filing an individual action in small claims court. The parties agree that any judgment or award of an arbitrator rendered pursuant hereto may be entered in any federal or state court having jurisdiction thereof. For purposes of this arbitration provision, "ECPI" shall be deemed to mean and include all entities controlling, controlled by and/or under common control with ECPI as well as the respective employees, directors, agents, shareholders, predecessors, successors and assigns of the foregoing.

The parties further agree that by entering into this agreement to arbitrate, each party is waiving the right to trial by jury or to participate in a class action.

In addition, the parties hereto agree that:

- a) This agreement to arbitrate is intended to be broadly interpreted. It shall apply to all disputes, claims and/or controversies between Student and ECPI of any kind of nature and whether any such dispute, claim and/or controversy arises from or related to, without limitation, (1) a matter of contract, tort, statute, fraud, misrepresentation and/or any other legal theory or (2) any objection to arbitrability or the existence, scope, validity, construction or enforceability of this agreement to arbitrate.
- b) The agreement of the parties to arbitrate as provided in this provision shall survive the termination for any reason of this Enrollment Agreement.

X _____
Student Signature

Date (mm/dd/yyyy)

Parent/Guardian Signature

Date (mm/dd/yyyy)

- c) Student shall have the right to opt-out of and reject this arbitration provision by giving to ECPI written notice of Student's election of such right and rejection of this arbitration provision so long as such written notice is 91) mailed by Student to ECPI at 5555 Greenwich Road, Virginia Beach, VA 23462; Attention: Legal Counsel and (2) actually received by ECPI no later than thirty days following the date of Student's execution of this Enrollment Agreement.
- d) If Student initiates arbitration pursuant hereto, ECPI agrees that it shall pay, on behalf of Student, one-half of the Initial Filing Fee (as defined and provided in the Rules) applicable for a claim in an amount of up to \$10,000.00. The foregoing notwithstanding, Student agrees that the arbitrator may provide for a reimbursement by Student to ECPI of such payment by ECPI in the event it is determined that Student's claim was frivolous as contemplated by the rules of procedures applicable thereto. If the amount of Student's claim exceeds \$10,000, the arbitration filing fee and the fees of the arbitrator shall be paid by the parties as provided by the Rules or by specific ruling by the arbitrator.
- e) The parties agree that this Enrollment Agreement evidences a transaction which involves interstate commerce; accordingly the Federal Arbitration Act, and not any state law, governs the interpretation and enforcement of this arbitration provision. In the event any portion of this arbitration provision is found or held to be invalid and/or unenforceable, such finding or holding shall not affect the remaining portions of this arbitration provision, all of which shall remain in full force and effect. All aspects of the arbitration including its resolution at all times shall remain strictly confidential.
- f) Any state or federal court with jurisdiction and venue may enter an order enforcing this arbitration provision, enter judgement upon the arbitrator's award and/or take any action authorized under the AAA. For any arbitration-related proceedings in which courts are authorized to take action under the AAA, each party expressly consents to the non-exclusive jurisdiction of any court of general jurisdiction or any state court of equity that is reasonably convenient to Student, provided that the parties to any such judicial proceeding shall have the right to initiate such proceedings in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.
9. 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.

IMPORTANT WAIVERS:

STUDENT AND ECPI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN STUDENTS OR ECPI'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless Student and ECPI agree otherwise, the arbitrator may not consolidate more than one person's claim(s) and may not otherwise preside over any form of a representative or class proceeding.

University Administration
5555 Greenwich Road, Virginia Beach, VA 23462
757.490.9090

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 OF SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

X _____
Student Signature

Date (mm/dd/yyyy)

Parent/Guardian Signature

Date (mm/dd/yyyy)