

English Language Institute  
760 Market Street, Suite 401-4  
San Francisco, CA 94102

**ENROLLMENT AGREEMENT**

Student Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

This agreement is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy including examples of how it applies and; (b) an information sheet explaining the course and important information about the school. Immediately upon signing this agreement, you will be given a copy of it to keep.

This agreement is for an **English as a Second Language or TOEFL Preparation** course.

Start Date: \_\_\_\_\_ Scheduled Completion Date: \_\_\_\_\_

**BUYER'S RIGHT TO CANCEL.** You have the right to cancel the enrollment agreement and get a refund. The institution, for all students, without penalty or obligation, shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed three hundred dollars (\$300), **if the notice of cancellation is made prior to or on the first day of instruction.**

Cancellation shall occur when you give written notice of cancellation at the address of the Institution shown on the top of this Agreement. You can do this by mail, hand delivery, or email. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage prepaid.

The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that you no longer wish to be bound by this Agreement.

**REFUND INFORMATION.** If you wish to withdraw from a course during the first four weeks of enrollment, you **will not** receive a refund for the first four weeks of tuition. You may withdraw from a course after the first four weeks of instruction and receive a prorated refund for the unused portion of the tuition. All tuition refunds are based upon full weeks. For example: If you have three weeks of school left and you tell us on Tuesday that you want a refund for your last three weeks, we would give you a refund for the time period starting the next Monday. You would get a refund for the last two weeks of your paid tuition. Refunds will be paid within 30 calendar days of your request. Refunds can only be paid to the person or company from whom the funds originated.

**TRANSFERS.** Students with a student visa may not transfer to another school within the first 8 weeks of enrollment.

If the school cancels or discontinues a course or educational program, the school will make a full refund of all charges. Refunds will be paid within 30 days of cancellation or withdrawal.

**There are no refunds for textbooks.**

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

Registration Fee-Including STRF Assessment ( Nonrefundable)	\$100
Textbook (Nonrefundable)	\$50
Tuition (Prorated upon course withdrawal. Refer to refund provisions on the reverse side of this Enrollment Agreement)	\$500
<b>TOTAL CHARGES</b>	<b>\$650</b>

THE TOTAL AMOUNT FOR ALL FEES, CHARGES, AND SERVICES THE STUDENT IS OBLIGATED TO PAY FOR THE COURSE OR EDUCATIONAL SERVICE IS \$650 for the first 4 week session; \$500 per 4 weeks for additional four-week sessions (\$125/week).

**STUDENT TUITION RECOVERY FUND-- The STRF Assessment is included in your application fee. The assessment equals \$2.50 for every \$1000 of institutional charges you pay to the school.**

"You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. 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

2. 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:

1. You are not a California resident, or are not enrolled in a residency program, or

2. 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."

(b) In addition to the statement described under subdivision (a) of this section, a qualifying institution shall include the following statement on its current schedule of student charges:

"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 programs attending certain schools regulated by the Bureau for Private Postsecondary and Vocational 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:

1. The school closed before the course of instruction was completed.

2. 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.

3. 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 costs.

4. 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.

5. 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 94803, 94877 and 94923, Education Code. Reference: Section 94923, Education Code.

**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.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Student

I certify that the institution has met the disclosure requirements of the new Private Postsecondary and Vocational Education Reform Act, effective January 1, 1998.

**ACKNOWLEDGED AND ACCEPTED:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Institution Official

**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, prior to signing this agreement**

**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 included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet**

**Student Initial and Date \_\_\_\_\_**

**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 P.O. Box 980818 West Sacramento, CA 95798-0818, Web site: [www.bppe.ca.gov](http://www.bppe.ca.gov) E-mail: [bppe@dca.ca.gov](mailto:bppe@dca.ca.gov) Toll Free: (888) 370-7589 Main Fax: (916) 263-1897.'**

**A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling ((888) 370-7589) or by completing a complaint form, which can be obtained on the bureau's Internet Web site [www.bppe.ca.gov](http://www.bppe.ca.gov)**

**You may also direct problems with the school to our accreditation agency ACCET phone: 202-955-1113 or email: [jhendrickson@accet.org](mailto:jhendrickson@accet.org) or to the BPPE at [bppe@dca.ca.gov](mailto:bppe@dca.ca.gov) or (888) 370-7589**

**"NOTICE CONCERNING TRANSFERABILITY OF CREDITS  
AND CREDENTIALS EARNED AT OUR INSTITUTION"**

**"The transferability of credits you earn at English Language Institute 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 English as a Second Language or TOEFL Preparation Course 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 is 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 English Language Institute to determine if your Certificate of Completion will transfer."**