

## **ENROLLMENT AGREEMENT AND INSTALLMENT CONTRACT**

AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023 between AGI Technology Institute, hereinafter called "School", and Student: \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ Driver's License # (DMV ID #) \_\_\_\_\_ Date of Birth \_\_\_\_\_ hereinafter called "Student". Student requests enrollment in a **course** whose title and **occupational objective is described in the Institute's Catalog as** \_\_\_\_\_ Consisting of \_\_\_\_\_ weeks/months, \_\_\_\_\_ hours per day/week, for a total of \_\_\_\_\_ hours, \_\_\_\_\_ Credit Hours **Instruction will be conducted at: on-line or in class (Location of training) at 14075 Hesperia Rd. Suite #204 Victorville, CA 92395.** The period covered by this enrollment agreement is from \_\_\_\_\_ to \_\_\_\_\_.

### **COURSE SCHEDULE**

The course is scheduled to start on \_\_\_\_ M \_\_\_\_ T \_\_\_\_ W \_\_\_\_ T \_\_\_\_ (Circle days) from 10:00 A.M. to 2:00 P.M. The estimated completion date is \_\_\_\_\_.

Successful graduates of the course will receive a Diploma.

**SCHEDULE OF CHARGES:** Fees are payable prior to class start unless other arrangements are made.

### **TOTAL CHARGES FOR THE CURRENT PERIOD # 7**

#### **OF ATTENDANCE**

\$ \_\_\_\_\_ (Four months or less)

### **ESTIMATED TOTAL CHARGES FOR THE**

#### **ENTIRE EDUCATIONAL PROGRAM**

\$ \_\_\_\_\_

#### **Tuition Fee**

\$ \_\_\_\_\_

#### **Registration Fee**

\$ 100.00 (NON-REFUNDABLE)

#### **Books**

\$ \_\_\_\_\_

#### **Certifications Fee**

\$ \_\_\_\_\_

#### **STRF FEE) \_**

\$ 13.50 (NON-REFUNDABLE)

### **TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY**

#### **UPON ENROLLMENT**

\$ \_\_\_\_\_

**YOU ARE RESPONSIBLE FOR THIS AMOUNT.** If the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

The total cost with your down payment (s) of \$ \_\_\_\_\_ Will be \$ \_\_\_\_\_.

The balance must be paid (2) two weeks prior to the completion of this contract, to sit for your certifications

**"The enrollment agreement is legally binding when signed by the student and accepted by the institution".**

**"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 School Official

\_\_\_\_\_  
Date

☐ Accepted ☐ Rejected by: \_\_\_\_\_

**AGI TECHNOLOGY INSTITUTE**  
**14075 Hesperia Rd, # 204**  
**Victorville, CA 92395**  
**(760) 596-1583**  
**agi.technology@gmail.com**  
**www.agitechnology.com**

Street, \_\_\_\_\_ Signature of School Official

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Date \_\_\_\_\_  
Telephone # \_\_\_\_\_

Your payment schedule will be \$\_\_\_\_\_ each ( ) week or ( ) month, commencing on \_\_\_\_\_ for \_\_\_\_\_ Weeks or \_\_\_\_\_ Months until the balance is paid in full. Student and Co-buyer (if applicable) understand that payments are to be made to the Institute or assignee. If the Agreement be assigned, Student and Co-buyer (if applicable) will be bound by all of its terms and conditions. Payments which are 10 days delinquent may accrue a LATE CHARGE of the lesser of 5%, \$5, or maximum allowed by law. If account is delinquent for over 90 days, the entire amount may become due and payable. Should this agreement be assigned, such a third party is independent of the Institute and any Institute-related questions or problems that arise must be settled between me and the Institute. Students may pay off the balance in advance and receive a partial refund of interest computed by the actuarial method.

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

"NOTICE" "YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE 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

An enrollment agreement shall be written in language that is easily understood. If English is not the student's primary language, and the student is unable to understand the terms and conditions of the enrollment agreement, the student shall have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in his or her primary language.

If the recruitment to enrollment was conducted in a language other than English, the enrollment agreement, disclosures and statements shall be in that language.

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

The transferability of credits you earn at AGI Technology Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the (credits or degree, diploma, or certificate) you earn in **P.C. Repair/A+ Certification** \_\_\_\_\_ is also at the complete discretion of the institution to which you may seek to transfer. If the (diploma, or certificate) 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 AGI Technology Institute to determine if your (diploma or certificate) will transfer."

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, 1747 North Market Suite 225,

AGI TECHNOLOGY INSTITUTE  
14075 Hesperia Rd, # 204  
Victorville, CA 92395  
(760) 596-1583  
agi.technology@gmail.com  
www.agitechnology.com

Sacramento, CA 95834, Sacramento, Ca. 95834 Toll free: (888) 370-7589 Telephone (916) 574-8900 or www.bppe.ca.gov

Students Signature \_\_\_\_\_

"Prior to signing this enrollment agreement, you must be given a catalog or brochure and an Intuition 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."

Students Signature \_\_\_\_\_

"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."

Students Signature \_\_\_\_\_

"All graduation requirements will be met and I agree to follow these requirements in full to attain my graduation status and diploma, completion certificate rights

"A student or any member of the public may file a complaint about this institution with the Bureau For Private Postsecondary Education by calling Toll Free # (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau's internet web site www.bppe.ca.gov.

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."

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 North Market Blvd., Suite 225, Sacramento, CA 95834, P.O. Box 980818, West Sacramento, Ca. 95798-0818 Web Site: www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897. (916) 431-6959 or by Fax (916) 263-1897

Students Signature \_\_\_\_\_

I have interviewed the applicant and certify that in my judgment the applicant meets the requirements of the Institute and the course selected. I recommend the applicant for acceptance as a student. I have made no verbal statements or promises which are contrary to the terms of this agreement or State Law. I certify that the institution has met all disclosure requirements.

WITNESS:

\_\_\_\_\_  
*School Admissions Representative*      *Date*

\_\_\_\_\_  
*Signature of School Official*      *Date*

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**"STUDENT'S RIGHT TO CANCEL"**

"STUDENT'S RIGHT TO CANCEL," the student has the right to cancel obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment whichever is later. TER,

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.

The amount owed to the student equals the institutional charge for the instruction divided by the total number of clock hours in the period of attendance multiplied by the number of clock hours the student has not attended prior to withdrawal.

**NO REFUND** is due to the student once the student has received more than 60% OF THE CLOCK HOURS OF INSTRUCTION IN ANY GIVEN PERIOD OF ATTENDANCE.

For purposes of determining a refund - A student must withdraw within 60% of the completion of a period of attendance, to receive a refund based the on pro rata refund policy.

If the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If the student defaults on a federal or state loan both of the following may occur:

(1) 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.

(2) The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.

1. You have the right to cancel this agreement for educational services including any equipment and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. Business day means a day on which you were scheduled to attend a class. Cancellation occurs when you give a written notice of cancellation. You can do this by mail, in person, by FAX or telegram. The notice of cancellation, if mailed is effective when deposited in the mail, properly addressed with postage prepaid. This notice need not take any particular form; it needs only to state you wish to cancel the agreement. You will be given two notices of cancellation forms on the first day of class. If you cancel this agreement, the School will refund any money that you paid within 30 days after your notice is received.

2. Students are advised that notification of withdrawal or cancellation must be made in writing.

3. **TO CANCEL THE CONTRACT FOR SCHOOL, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE NOT LATER THAN \_\_\_\_\_.**

**Institute Director**  
**AGI Technology Institute**  
14075 Hesperia Rd, #207  
Victorville, CA 92395

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## **Distance Education Programs:**

The distance education programs are not in real time. The Institute will transmit (1) all lessons and materials to the student if the student has **fully paid for** the educational program, and after having received the first lesson and initial materials, requests in writing that all of the material be sent. (2) If an Institution transmits the balance of the material as the student requests, the Institution shall remain obligated to provide the other educational services it agreed to provide, but shall **not be obligated to pay any refund** after all of the lessons and material are transmitted.

The student shall have the right to cancel the enrollment agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. The Institution shall make the refund pursuant to section 71750 of the Regulations. If the Institution sent the first lesson and materials before an effective cancellation notice was received, the Institution shall make a refund within 45 days after the student's return of the materials.

The Institution shall transmit the first lesson and any materials to any student within seven days after the Institution accepts the student for admission.

## **Withdrawal and Refund**

"You may cancel your contract for enrollment agreement and obtain a refund of charges paid through attendance at the first class session or the seventh day after enrollment, whichever is later as described in the Notice of Cancellation form that will be given to you prior to the first day of class. Read the Notice of Cancellation form for an explanation of your cancellation rights and responsibilities. If you have lost your Notice of Cancellation form, ask the school for a copy.

"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 refund for the part of the course not taken.

Your refund rights are described in the contract. If you have lost your contract, ask the Institution for a description of the refund policy.

"If the Institution closes before you graduate, you may be entitled to a refund. Contact the: Bureau for Private Postsecondary Education at the address and telephone number printed below for information:

**1747 North Market, Suite 225**  
**Sacramento, CA 95834**

Toll free: (888) 370-7589 OR BY Fax (916) 263-1897 or Web site address: [www.bppe.ca.gov](http://www.bppe.ca.gov)

**(916) 574-8900, (888) 370-7589**

If the Institute has given you any equipment, you shall return the equipment within 30 days of the date you signed a cancellation notice.

If you do not return this equipment within this 30-day period, the Institute may keep an amount out of what you paid that equals the cost of the equipment.

The total amount charged for each item of equipment shall be separately stated. The amount charged for each item of equipment shall not exceed the equipment's fair market value. The institution shall have the burden of proof to establish the equipment's fair market value. The Institute is required to refund any amount over that as provided above, and you may keep the equipment.

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You have the right to withdraw from a program of instruction at any time. If you withdraw from the course of instruction after the cancellation period as in paragraph 1, the Institute will remit a refund less non-refundable registration fee and non-refundable STRF fee within 30 days following your withdrawal

**\*\* NO REFUND is due to the student once the student has received more than 60% OF THE CLOCK HOURS OF INSTRUCTION IN ANY GIVEN PERIOD OF ATTENDANCE.**

**For purposes of determining a refund - A student must withdraw within 60% of the completion of a period of attendance, to receive a refund based the on pro rata refund policy.**

The refunds shall be the amount you paid for instruction multiplied by fraction, the numerator of which is the number of hours of instruction, which has not been received but for which you have paid, the denominator of which is the total number of hours of instruction from which you have paid.

If you obtain equipment, as specified on the first page of this agreement, and return it in good condition within 30 days following the date of your withdrawal, the Institute shall refund the amount paid by you for the equipment. If you fail to return the equipment in good condition within 30 days, the Institute may retain the lesser amount of a pro rata portion as described below (up to 60% of course completion) or documented cost of the listed equipment. You are liable for the amount, if any, by which the pro rata or documented cost of the equipment exceeds the refund amount. If the amount you have paid is more than the amount that you owe, then a refund will be made within 30 days of your withdrawal. If the amount that you owe is more than the amount you paid, then you will have to make arrangements to pay it.

**Hypothetical Refund Example**—Certificate Programs: Assume you enrolled in a 720-hours (24 semester units) course, which costs \$5,500.00 for tuition, \$75.00, and a STRF fee and \$250.00 for books.

Assume you made a payment of \$2,000.00 (\$1,860.00 towards tuition, \$65.00 for a book, and the \$75.00 registration fee and the STRF fee. Assume you withdrew after completing 100 hours, which represents 13.9% of the 720 hours. The cost of 100 hours of training is \$764.50. The total refund you are entitled to is \$1,160.50. If you did not return the \$65 book in "as new" condition, then the refund will be \$1,095.50.

For the purpose of determining the amount you owe, you shall be deemed to have withdrawn from the course when any of the following occurs: (a) You notify the School of your withdrawal or the actual date of withdrawal; (b) School terminates your enrollment; (c) You fail to attend 10 consecutive days. (d) You fail to return from a leave of absence. In this case, the date of withdrawal shall be deemed to be the last date of recorded attendance.

**GENERAL TERMS:**

1. No applicant shall be rejected from admission to the School the basis of age, race, color, sex, disability or national origin nor be subjected to discrimination of any kind base on the above. For information regarding non-discrimination issues or to resolve complaints, contact the School Director of designee.
2. The Institute does not and cannot guarantee employment nor level of income or wage rate to any student or graduate. However, placement assistance will be provided in the form of referrals to potential employers, resume preparation, training on job seeking skills and interview techniques.

**Student's rights and responsibilities with respect to the Student Tuition Recovery Fund. It is a state requirement that a student who pays his or her tuition is required to pay a state-imposed assessment for the Student Tuition Recovery Fund.**

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The following information regarding the Student Tuition Recovery Fund is disclosed to students in accordance with the regulations of the California Bureau for Private Postsecondary Education (BPPE) in this Institution catalog and the enrollment agreement:

"The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if 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.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program."

(b) In addition to the statement required under subdivision (a) of this section, a qualifying institution shall include the following statement in its school catalog;

"It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 1747 North Market, Suite 225, Sacramento, CA. 95834, (916) 574-8900 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in the teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an education program within the 120 day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an education program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an involve for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of no collection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery within the original four (4) year period, unless the period has been extended by another act of law.

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

If a student obtains a loan to pay for the educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund, and that, if the student has received federal student aid funds, the student is entitled to a refund of the moneys not paid from federal financial aid funds.

**"Note: Authority Cited: Section 94803, 94877 and 94923, Educational Code. Reference: Section 94923, 94924 and 94925, Education Code.**

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1. All instructional equipment for the course selected will be furnished by the Institute. There are, however, required books and materials that are to be paid by you.
2. Diplomas, certificates signifying satisfactory completion will be issued after the completion of the entire program. Students will be tested/evaluated on classroom (lecture). The student must achieve the cumulative grade point average (GPA) as stated in the catalog in order to graduate and receive the Diploma.
3. The Institute reserves the right to postpone training in the event of Acts of God, labor disputes, equipment failure, etc. for a maximum of 30 days. Students will be duly notified by phone, e-mail, or letter.
4. All course schedules are subject to change in starting and completion dates. Students will be duly notified. Students will be offered the opportunity to consent as provided by law.
5. In cases where such changes would cause an undue hardship, a refund will be offered. The maximum postponement of class is 90 days.
6. The Institute reserves the right to withdraw a scheduled course if the registration is insufficient to make up a class. All student charges paid will be refunded.
7. The Institute reserves the right to change or modify the program content, equipment, staff, or materials and organization as necessary. Such changes may be required to keep pace with technological advances and to improve teaching any program or result in tuition changes for current attending students.
8. The Institute reserves the right to reject an applicant from admission not meeting the requirements for the course selected. The student's enrollment may be terminated at the discretion of the Institute Director if the student's academic progress, behavior, absences, lateness, dress, etc. does not conform to the attendance requirements, rules and regulations of the Institute, as stated in the catalog; in which event, the extent of the student's tuition obligation will be in accordance with the Institute's refund policy.
9. This Agreement constitutes the complete contract between the Institute and the student, and no verbal statements or promises will be recognized.

**NOTICE OF CANCELLATION**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
FIRST DAY OF CLASS

**"YOU MAY CANCEL YOUR CONTRACT FOR ENROLLMENT AGREEMENT AND OBTAIN A REFUND OF CHARGES PAID THROUGH ATTENDANCE AT THE FIRST CLASS SESSION OR THE SEVENTH DAY AFTER ENROLLMENT, WHICHEVER IS LATER AS DESCRIBED IN THE NOTICE OF CANCELLATION FORM.**

TO CANCEL THE CONTRACT FOR THIS INSTITUTION, BY MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

**AGI TECHNOLOGY INSTITUTE**  
**14075 Hesperia Rd. # 204**  
**Victorville, CA 92395**

**NOT LATER THAN \_\_\_\_\_MIDNIGHT OF ATTENDANCE AT THE FIRST CLASS SESSION OR THE SEVENTH DAY AFTER ENROLLMENT, WHICHEVER IS LATER.**

I CANCEL THIS CONTRACT FOR THIS INSTITUTION, \_\_\_\_\_  
DATE



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**STUDENT SIGNATURE**  
**(SIGNATURE IN THIS AREA REPRESENTS CANCELLATION OF CONTRACT)**

**IF YOU HAVE ANY COMPLAINTS, QUESTIONS, OR PROBLEMS WHICH YOU CANNOT WORK OUT WITH THE INSTITUTE, WRITE OR CALL:**

**BUREAU FOR PRIVATE POSTSECONDARY EDUCATION**  
**1747 North Market Suite. 225**  
**Sacramento, California 95834**  
**916-574-8900 FAX (916) 263-1897**

**I, \_\_\_\_\_ BY SIGNING ON THE LINE BELOW, I AM ONLY STATING MY UNDERSTANDING OF THE CONTENTS IN THIS FORM NOT CANCELLING MY ENROLLMENT CONTRACT.**

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**STUDENT SIGNATURE**

---

**DATE**