*Sample* ENROLLMENT AGREEMENT

ABC Sample School

123 Main Street, Anywhere, CO 81234

(303) 123-4567

***Approved and Regulated by the Colorado Department of Higher Education,***

***Private Occupational School Board***

# General Information Date\_\_\_\_\_\_\_\_\_\_\_\_\_

Student’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Street City State Zip

Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bus. Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Program/Stand Alone Course

Program/Course\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact/Credit Hours or Lessons \_\_\_\_\_\_\_\_\_

Start Date\_\_\_\_\_\_\_\_\_\_\_\_\_ Estimated Completion Date\_\_\_\_\_\_\_\_\_\_\_\_\_ Days\_\_\_\_ Evenings\_\_\_\_

Full-Time\_\_\_ Part-Time\_\_\_

# Type of Instruction

Classroom\_\_\_\_ (*If applicable)* Distance Education: Online\_\_\_\_ Hybrid\_\_\_\_ Other\_\_\_\_

# Admission Requirements

High school diploma or GED

# Tuition & Fees

Tuition $\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_ (*if applicable*)

Books/Supplies/Equipment $\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Non-refundable)

Total Cost of Program $\_\_\_\_\_\_\_\_\_\_\_\_\_

# Method of Payment (cash/check #/credit card)

# Schedule of Payments

Deposit $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BALANCE DUE $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Due\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ Rec’d\_\_\_\_\_\_\_\_\_\_ Date Due\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ Rec’d\_\_\_\_\_\_\_\_\_\_ Date Due\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ Rec’d\_\_\_\_\_\_\_\_\_\_ Date Due\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ Rec’d\_\_\_\_\_\_\_\_\_\_

Date Due\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ Rec’d\_\_\_\_\_\_\_\_\_\_

Date Due\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ Rec’d\_\_\_\_\_\_\_\_\_\_

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Date Due\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_ Rec’d\_\_\_\_\_\_\_\_\_\_

By signing below, the student agrees to pay *ABC Sample School* (“school”) the total stated tuition & fees. The school agrees to provide the occupational training in accordance with the provisions of the school’s current Catalog Volume No.\_\_\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Catalog”). Payment of all monies due shall be a condition of continuing enrollment. Upon satisfactory completion of all academic and skill requirements and when all financial obligations to the school have been met or if the student meets the criteria set forth in C.R.S. 23-5-113.5(2)(b), the school will award the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the “Educational Document”:* Certificate/Diploma, etc.) to the student. The student and school understand that this Enrollment Agreement, WHICH INCLUDES THE REFUND POLICY, may not be amended except in writing and signed by both parties.

**Student Complaints**

Attempting to resolve any issue with the School first is strongly encouraged. Complaints may be filed by a student or guardian at any time online with the Division of Private Occupational Schools (DPOS) within two years from the student’s last date of attendance or at any time prior to the commencement of training by going to the [DPOS website](https://cdhe.colorado.gov/about-dhe/divisions/division-of-private-occupational-schools).

# Refund Policy

Students not accepted to the school are entitled to all moneys paid. Students who cancel this contract by notifying the school within three (3) business days are entitled to a full refund of all tuition and fees paid. Students who withdraw after three (3) business days, but before commencement of classes, are entitled to a full refund of all tuition and fees paid except the maximum cancellation charge of $150.00 or 25% of the contract price which ever is less In the case of students withdrawing after commencement of classes, the school will retain the cancellation charge plus a percentage of tuition and fees, which is based on the percentage of contact hours attended (***if training is offered as distance education***: “based on the percentage of number of lessons completed”)**\*** in the Program/Stand Alone Course, as described in the table below. The refund is based on the official date of termination or withdrawal.

### Refund Table

|  |  |
| --- | --- |
| Student is entitled to upon withdrawal/termination\* | Refund |
| Within first 10% of program (Lessons 1-2) | 90% less cancellation charge |
| After 10% but within first 25% of program (Lessons 3-5) | 75% less cancellation charge |
| After 25% but within first 50% of program (Lessons 6-10) | 50% less cancellation charge |
| After 50% but within first 75% of program (Lessons 11-15) | 25% less cancellation charge |
| After 75% (Lesson 16) [if paid in full, cancellation charge is not applicable] | NO Refund |

 \*Note to School: References to “Lessons” in this *Sample* are examples of “**required** statements” to use in your Refund Policy

 when the program(s) and/or stand-alone course(s) are offered via DISTANCE EDUCATION. The school must determine the

 Number of Lessons applicable for the percentage breakdowns for each distance ed program and/or course offered.

1. The student may cancel this contract at any time prior to midnight of the third business day after signing this contract.
2. All refunds will be made within 30 days from the date of termination. The official date of termination or withdrawal of a student shall be determined in the following manner:
	1. The date on which the school receives notice of the student’s intention to discontinue the training program; or
	2. The date on which the student violates published school policy, which provides for termination.
	3. Should a student fail to return from an excused leave of absence, the effective date of termination for a student on an extended leave of absence or a leave of absence is the earlier of the date the school determines the student is not returning or the day following the expected return date.
3. The student will receive a full refund of tuition & fees paid if the school discontinues a Program/Stand Alone course within a period of time a student could have reasonably completed it, except that this provision shall not apply in the event the school ceases operation.
4. The policy for granting credit for previous training shall not impact the refund policy.

I HAVE RECEIVED A COPY OF THIS ENROLLMENT AGREEMENT AND A CURRENT SCHOOL CATALOG.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

Student Signature Date School’s Approved In-state Agent Date

Please note:

 If either of the following condition(s) exists with your school enrollment policy, you are required to add the applicable statement(s) below to your enrollment agreement. Also please be advised, you may need to seek legal counsel in drafting your enrollment agreement.

**Disclosure Statement** FOR“MORE THAN FOUR INSTALLMENT RULE” - **If payments are an option at the school**, the contract must make a full disclosure of interest rates; APR (annual percentage rate).

Any advertisement to aid, promote or assist directly or indirectly the extension of consumer credit repayable in more than four (4) monthly installments shall, unless a finance charge is imposed, clearly and conspicuously state in accordance with the regulations of the Board:

***“THE COST OF CREDIT IS INCLUDED IN THE PRICE QUOTED FOR THE GOODS AND SERVICES.”***

## Holder in Due Course

If the school **contract is being sold to a third party**, the following notice should be included in your enrollment agreement (should be printed in 10-point **bold-face** type).

###### **NOTICE**

**Concerning holders of this contract: any holder of this consumer credit contract is subject to all claims and defenses that 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.**