

# Student Enrollment Agreement

**IMPORTANT! PLEASE READ CAREFULLY. THIS IS A CONTRACT. BY CLICKING "I AGREE" BELOW, YOU ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT.**

Before being given access to your campus, you will be asked to indicate whether you agree to be bound by the terms of this Agreement and to provide all required documentation for admission to your selected program. If you agree to be bound by the terms and conditions of this Agreement and you provide the required documentation, you will be enrolled in American Military University or American Public University (the "University"). If you do not agree to be bound by the terms and conditions of this Agreement, and you do not provide required documentation, you shall not be enrolled in the University.

## **DISPUTE AGREEMENT:**

You and American Public University System (the "University") agree that any dispute or claim between you and the University (or any company affiliated with the University, or any of its officers, Board of Directors, Board of Trustees, employees or agents) arising out of or relating to your recruitment, enrollment, attendance, education or career service assistance by the University or to this Agreement shall be resolved by binding arbitration, provided that an individual claim may be brought in small claims court as expressly provided below. The arbitration shall be administered by JAMS pursuant to applicable rules and policies then in effect, including but not limited to the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses (available at [http://www.jamsadr.com/rules/consumer\\_min\\_std.asp](http://www.jamsadr.com/rules/consumer_min_std.asp)), the JAMS Comprehensive Arbitration Rules and Procedures (available at <http://www.jamsadr.com/rules/comprehensive.asp>), and the JAMS Streamlined Arbitration Rules and Procedures (available at <http://www.jamsadr.com/rules/streamlined.asp>). This Agreement is not intended to modify your right, if any, to file a grievance with a state educational licensing agency. The Federal Arbitration Act and related federal judicial procedure shall govern this Agreement to the fullest extent possible, excluding all state arbitration law, irrespective of the location of the arbitration proceedings or of the nature of the court in which any related proceedings may be brought. Except for individual actions in small claims court expressly permitted in the paragraph below, any such arbitration shall be the sole remedy for the resolution of any disputes or controversies between the parties to this Agreement.

The parties agree that any individual claim may be brought in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If any such claim is transferred or appealed to a different court, however, the opposing party may elect arbitration and, if it does so, the parties agree that the matter will be resolved by binding arbitration pursuant to the terms of this Agreement.

**BY AGREEING TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, A CLASS ACTION, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN APPLICABLE JAMS ARBITRATION RULES AND POLICIES, OR OTHERWISE TO LITIGATE A DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR THE UNIVERSITY WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. The arbitrator shall have the authority to award any remedy that would otherwise be available under applicable federal, state or local laws. Any arbitration hearing shall take place in the federal judicial district in which you reside.

When you initiate arbitration against the University, the University will bear all costs charged by JAMS, except you will be required to pay \$250. When the University initiates arbitration, it will be required to pay all costs charged by JAMS. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails,

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unless applicable law or this Agreement gives a right to recover any of those fees from the other party.

THE ABOVE SUPERSEDES ANY INCONSISTENT ARBITRATION PROVISION PUBLISHED IN ANY OTHER DOCUMENT SUCH AS YOUR CATALOG.

Your acceptance as a student at the University is conditioned upon your agreement to be bound by the terms of this Dispute Agreement.

**Partial Invalidity provision:**

If any one or more provisions of this Agreement or portions thereof should be determined by a court of competent jurisdiction to be contrary to law, then such provision or portion thereof shall be deemed severable from the remaining provisions or portions thereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Agreement or portions thereof under any applicable provisions of law.

**Choice of law provision:**

This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law provisions or principles (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of any laws of any jurisdiction other than the Commonwealth of Virginia.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING AGREEMENT AND UNDERSTAND IT. BY PRESSING "I AGREE" BELOW, YOU CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

BY PRESSING "I AGREE" BELOW, YOU ACKNOWLEDGE THAT YOU CONSENT TO BE BOUND BY THE FOREGOING AGREEMENT IN ELECTRONIC FORM AND THAT YOU INTEND TO ENTER INTO A LEGALLY BINDING CONTRACT WITH AMERICAN PUBLIC UNIVERSITY SYSTEM.

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