



**ECPI College of Technology**  
 5555 Greenwich Road, Virginia Beach, VA 23462 (757) 671-7171

**ENROLLMENT AGREEMENT**

**Applicant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_ **Soc. Sec. #** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Start Date** \_\_\_\_\_  **DAYS**  **EVENINGS**  **NIGHT/WEEKEND**

In this Enrollment Agreement, the word "Student" means the person applying for the course of training described below; the words "I", "me," and "my" mean the Student and each and all persons who sign this Agreement; and the word "ECPI" means ECPI College of Technology, L.C.

The Student hereby applies for the program of training described and checked below. 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. Acceptance by ECPI entitles the Student to all the benefits of ECPI as described in this Agreement. ECPI agrees to provide services and materials described below and I agree to pay for these services/materials subject to the terms and conditions set forth hereunder and on the next three pages hereof:

Description of Services and Materials	Sem Cr Hr	Minimum Semesters Of Instruction	2009-2010 Semester Tuition*
<b>B.S. Degree in Computer &amp; Information Science; Concentration in:</b>			
<input type="checkbox"/> Database Programming	121	8	\$6,550
<input type="checkbox"/> Network Security	121	8	\$6,550
<input type="checkbox"/> Simulation & Game Programming	121	8	\$6,550
<input type="checkbox"/> Web Development	121	8	\$6,550
<b>B.S. Degree in Business Administration; Concentration in:</b>			
<input type="checkbox"/> Business Management	121	8	\$6,550
<input type="checkbox"/> IT Management	121	8	\$6,550
<b>B.S. Degree in Electronics Engineering Technology; Concentration in:</b>			
<input type="checkbox"/> Electronics Engineering Technology	124	8	\$6,550
<input type="checkbox"/> Mechatronics	124	8	\$6,550
<input type="checkbox"/> Wireless Systems	124	8	\$6,550
<b>B.S. Degree in Criminal Justice:</b>			
<input type="checkbox"/> Criminal Justice	121	8	\$6,550
<input type="checkbox"/> Homeland Security	121	8	\$6,550

The student is obligated for the current semester's tuition. All students attend ECPI full time unless an exception is approved. The application fee is \$100. A semester is 15 weeks of instruction. A semester is 15 weeks of instruction. **\*See the Tuition and Fee Disclosure for a complete listing of applicable fees.** All charges for an academic year (2 semesters) are due and payable prior to student beginning instruction unless financing is approved by ECPI.

**I acknowledge that I received and read a completed copy of this Agreement, including the provisions on pages 2, 3, and 4, before signing below. I also acknowledge receipt of the Catalog.**

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPLICANTS UNDER THE AGE OF 18 must be interviewed in the presence of a parent, guardian, or cosigner, and this Enrollment Agreement must bear their 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.

Signature \_\_\_\_\_ Relationship \_\_\_\_\_ Date \_\_\_\_\_

Accepted  Probation \_\_\_\_\_ Date \_\_\_\_\_  
 Rejected \_\_\_\_\_  
 Authorized Signature, ECPI College of Technology

(Effective 020310)

**SAMPLE FINANCIAL WORKSHEET (THIS IS NOT A DISCLOSURE STATEMENT)**

I understand that this is an estimate of costs of tuition, amounts of financial assistance, and ECPI financing in connection with the services and materials described in this Agreement. It is intended to provide me with general information concerning one possible way to pay for the Student's costs. It is not a commitment for financing and is not a disclosure statement pursuant to Federal law. The appropriate disclosure statement will be given to me at the time I actually enter into a credit transaction.	1. Total Estimated Tuition per program	\$ _____
	2. Other	_____
	3. Total Cost (1+2)	\$ _____
	4. Cash Down	_____
	5. In-School Financing (ECPI)	_____
	6. Other	_____
	7. Application for Financial Assistance	_____
	8. Total (4+5+6+7)	\$ _____

FINANCIAL ASSISTANCE: As indicated, I  will  will not need financial assistance in the amount of \$ \_\_\_\_\_ in addition to any in-school financing provided by ECPI.

If I need such additional assistance, I understand that this Agreement is not an application for such credit and I agree to promptly (in no event later than 10 business days from the date of this Agreement or 5 business days before the commencement of instruction, whichever occurs first, unless ECPI expressly consents to additional time) submit all information as required by ECPI in order to apply for this assistance. I understand that such financial assistance may come from various sources including without limitation, governmental grants, governmental loans, loans from private lending institutions, and financing from ECPI, and I authorize ECPI to submit all information which I provide to any and all of such financial sources for consideration. I agree to cooperate fully with ECPI and any such other financial source in seeking such financial assistance. If such needed financial assistance is not obtained, I understand that ECPI has no responsibility to allow the Student to begin and/or continue instruction.

**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 application, the agreement will constitute a binding contract and both ECPI and I will abide by its terms.
2. Grounds for termination of the Student's enrollment by ECPI prior to completion include insufficient progress, poor attendance, non-payment, or failure to comply with rules, as stated in ECPI's *Catalog*.
3. I agree that ECPI may sell this 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 Agreement.
4. The right to adjust class schedule or to amend the curriculum from time to time is reserved by ECPI. Any such change that affects the cash price of the course will be optional to the Student and will not be mandatory for graduation provided the Student does not go on a leave of absence or otherwise interrupt consecutive instruction.
5. ECPI may, at its sole discretion, allow the Student to commence instruction prior to the payment of all amounts due and the completion of any needed financing. It is understood, however, that notwithstanding any such action, ECPI retains its right to terminate the enrollment of the Student without additional cause until the Student has complied with all terms of this Agreement.
6. ECPI does not guarantee, and cannot be held responsible for, the transferability of courses completed at ECPI to any other institution. The transfer of credit is solely at the discretion of the institution which a Student plans to attend.
7. It is understood that ECPI cannot guarantee employment for the student.
8. I agree and authorize ECPI to publish photograph(s), film(s), or video(s) in which I appear for advertising or public relations purposes without any compensation whatsoever.
9. All charges due ECPI, regardless of type, are due and payable unless deferred by ECPI, as of the first date of class for any Student program. In the event that a Student leaves ECPI, whether through withdrawal, cancellation, or graduation, all charges remaining unpaid at the time of such leaving, whether or not deferred, are immediately due and payable.
10. Most ECPI students make monthly in-school payments to the college. These in-school payments are based upon the student's ability to pay and reduce the amount of money students borrow.
11. I consent to receiving notifications regarding all required consumer information (safety reports, curriculum updates, receipts for federal assistance, academic progress, financial aid counseling, etc.) via my college assigned email account which I can access from any PC at the college and from home.

Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

(Effective 091109)ECPI

12. CANCELLATION CLAUSE

**Definitions:** As used in this Cancellation Clause, the following terms shall have the following meanings:

“Semester” is the period for which students are charged and is defined in the Enrollment Agreement. An academic year consists of two semesters. Costs are shown in the “Description of Services and Materials” section of the Enrollment Agreement.

“Tuition and Fees” means the stated program price for a Semester, or portion of a Semester if less than a Semester remains in the student’s program, together with textbooks, sales tax, Administration Fee and other fees charged by ECPI.

**Class Postponement:** In the event a program starting date is postponed by ECPI, the Applicant is entitled to a full refund of all monies paid to ECPI.

**Refunds:** If a student’s enrollment is NOT ACCEPTED by ECPI, there shall be a complete refund of any monies paid to ECPI. If cancellation is effected (under this clause), the Applicant shall have the right to apply for reinstatement within 12 months from the date of enrollment, at which time a credit will be given for all monies paid. Written notice of cancellation or withdrawal is required. ECPI will use a cancellation/withdrawal date of the last recorded date of actual attendance. When Applicants request a cancellation within three (3) business days after the date of their Agreement, there shall be a complete refund of monies paid within 30 days of receipt of the cancellation notice from the Applicant.

If the student cancels before attending 10 days of their first Semester, ECPI will refund all money less a \$50 non-refundable registration fee. Thereafter, the refund for each Semester will be the larger of (a) the refund, if any, required by state law, or (b) the refund, if any, required by Federal law, and (c) the ECPI refund policy.

**Refund Policy:** If termination occurs in the first 10% of the Semester, ECPI will refund 90% of the Tuition, and Fees. If termination occurs after 10% and up to 35% of the Semester, ECPI will refund 60% of the Tuition, and Fees. If termination occurs after 35 and up to 70% of the Semester, ECPI will refund 30% of the Tuition, and Fees. ECPI shall retain a \$100 non-refundable registration fee for each refund. If termination occurs after 70% of the Semester, no refund will be made. Book charges include sales tax.

**Federal Return of Funds Requirement:** If a student withdraws before 60% of the current Semester (or portion of a Semester if less than a Semester remains in the program) has been completed, a pro-rated portion of the Federal Title IV Financial Aid for that Semester must be returned. Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned = (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total amount of aid that could have been disbursed during the semester. Breaks during the Semester of five days or more are excluded from the calculation. However, if a student withdraws after completing at least one course within a semester, the return of funds requirement does not apply.

**Payment of Refunds:** Any refunds due under the foregoing provisions to the Student who properly cancels, withdraws, is discontinued, or fails to return from an approved leave of absence, will be refunded within sixty days of the last date of attendance or within sixty days of the date the student failed to return from an approved leave of absence. Refunds due per the U.S. Department of Education will be made within 59 days of last date of attendance or 45 days from date of official withdrawal whichever is earlier. Refunds due other entities will be made within their required timeframes, but never more than sixty days after the last date of attendance.

**Special Cases:** In case of Student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, ECPI shall make a settlement that is fair.

Applicants who have not visited ECPI prior to enrollment may withdraw without penalty within three (3) days following either their scheduled class orientation or following a tour of the College and its facilities.

**Individual Subjects:** For Students enrolled only for individual courses, the entire cost of the course tuition, textbooks, sales tax, and fees are due and payable upon commencement of the course.

Date \_\_\_\_\_ Applicant’s Signature \_\_\_\_\_

(Effective 091109)ECPI

13. **ARBITRATION AGREEMENT:** Both Student and ECPI recognize and agree that any dispute which may arise between Student and ECPI should be resolved as quickly and amicably as possible. Accordingly, the following procedure shall apply to the resolution of any dispute arising out of or in any way related to this agreement, any amendments or addenda hereto, or subject matter hereof, or the relationship created hereby including but not limited to, any tort, contract, or statutory claims (individually and collectively the "Dispute"):
- a. The parties shall make an initial attempt to resolve the Dispute in accordance with the College's Student Complaint/Grievance Procedure.
  - b. If the Dispute cannot be resolved through the Student Complaint/Grievance Procedure, then the Dispute shall be resolved by binding arbitration between the parties. The arbitration between Student and ECPI will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and, to the extent not inconsistent with such rules, the Federal Arbitration Act, subject to the following modifications:
    - (1) The arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes.
    - (2) The site of the arbitration shall be the city in which the College is located.
    - (3) The substantive law, which shall govern the interpretation of this Agreement and the resolution of any Dispute, will be the law of the state where the College is located.
    - (4) The arbitration shall not include any party other than the College and Student, and shall not be joined or consolidated with any other arbitration.
    - (5) Attorneys' fees are awardable under the substantive law pertaining to the arbitration or in accordance with the Arbitration Rules of the American Arbitration Association.
    - (6) Notwithstanding anything to the contrary herein, the prevailing party in any of the following matters shall be entitled to recover its reasonable attorneys' fees incurred in connection with such matters; (i) any motion which any party is required to make in the courts to compel arbitration of a dispute; or (ii) any appeal of an arbitration award for the purpose of vacating, modifying, or correcting the award.
    - (7) All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, shall be strictly confidential. The parties shall have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.
14. **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.**

Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

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

(Effective 091109) ECPI

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NOTICE: SEE PAGES 1, 2, 3, AND TUITION ADDENDUM FOR ADDITIONAL TERMS OF AGREEMENT

HIGHLY CONFIDENTIAL

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ECPI Colleges, Inc.  
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