



Hot Rod Institute

PO Box 1456, Rapid City, South Dakota 57709
2402 N Maple Ave, Rapid City SD, 57701
ENROLLMENT AND TUITION AGREEMENT

Name: _____ SS No: _____ -- _____ -- _____

Maiden Name (If Different): _____ Birth Date: _____, _____

Address: _____ City/State/Zip: _____

Phone Number: (_____) _____ -- _____ Email: _____

High School Graduate (Required): Yes No Year: _____ or Equivalent (GED): Yes No Year _____

HS/GED Name: _____ City/State: _____

Initials

___ Hot Rod Diploma Program 4 Class	(HRDP4)	(1600 contact hours, 12 months)	\$28,000 (\$7000 a class)
___ Hot Rod Diploma Program 5 Class	(HRDP5)	(2000 contact hours, 15 months)	\$35,000 (\$7000 a class)
___ Hot Rod Special Achievement DP 6	(HRSADP)	(2400 contact hours, 18 months)	\$42,000 (\$7000 a class)

Diploma Programs

Certificate of Completion

___ Hot Rod Chassis Fabrication	(HRC)	(400 contact hours, 3 months)	\$7,000
___ Hot Rod Body Fabrication	(HRB)	(400 contact hours, 3 months)	\$7,000
___ Hot Rod Body Advanced	(HRBA)	(400 contact hours, 3 months)	\$7,000
___ Hot Rod Refinishing	(HRR)	(400 contact hours, 3 months)	\$7,000
___ Hot Rod Performance Auto	(HRP)	(400 contact hours, 3 months)	\$7,000
___ Hot Rod Upholstery	(HRU)	(400 contact hours, 3 months)	\$7,000

Start Date: _____ Class Order Preference: _____

All Classes start at 8am finish at 4:30pm daily Monday – Friday except major holidays

1. TUITION AND FEES

All tuition and fees must be paid in full prior to the commencement of each quarter unless other arrangements have been made. Students' accounts receivable will be billed for each quarter attempted.

TOTAL TUITION, FEES, AND OTHER CHARGES AS SPECIFIED IN THE CURRENT TUITION SCHEDULE:

TOTAL TUITION IS: \$ _____ or TUITION PER QUARTER IS: \$ _____ ENROLLMENT FEE - \$100.00

NOTE: The above charge per quarter includes all tuition, lab, and use of books, which are required in order to complete the curriculum.

2. NOTICES TO THE APPLICANT AND APPLICANT'S RIGHT TO CANCEL

1. **Do not sign this contract before you read it or if it contains any blank spaces.**
2. You are entitled to an exact copy of the contract you signed.
3. THIS CONTRACT BECOMES A LEGALLY BINDING INSTRUMENT UPON WRITTEN ACCEPTANCE OF THE STUDENT BY HRI UNLESS CANCELED PURSUANT TO THE APPLICANT'S RIGHT TO CANCEL. THE STUDENT HAS THE RIGHT TO CANCEL. The student has the right to cancel the initial enrollment agreement until midnight of the third business day after HRI accepts the enrollment and receive a refund of the administrative fee and all advance money paid within five days of notification.
4. Any changes in the agreement shall not be binding on either the student or HRI unless such changes have been approved in writing by the authorized official of HRI and student or the student's parent or guardian if the student is a minor.
5. Dissatisfaction with, or non receipt of, the educational services being offered by HRI does not excuse the applicant, as a borrower in the case of any loan made to the applicant, whether by HRI or originated by HRI or otherwise, from any repayment obligations of any such loan.
6. All Single Study training classes are offered on a space available basis; therefore, HRI reserves the right to cancel this agreement before training begins. If this agreement is cancelled by HRI, the student's application fee will be refunded in accordance with the Refund Policy.
7. **The terms and conditions of the agreement are not subject to amendment or modification by oral agreement.**

3. **PROGRAM REVISION:** Programs and individual class are subject to change at the sole discretion of HRI, for any reason including, without limitation, curriculum revisions, changes in class enrollment, instructor availability, facility and/or space availability, or such other reasons as HRI may deem appropriate or necessary.

However, there will be no increase in cost during the period of enrollment, which is governed by this Agreement. In the event of a program and/or class change, the student will not be entitled to a refund of any tuition for courses taken by the student at HRI prior to such change.

4. SCHOOL CATALOG: Student agrees to be bound by all of the conditions, terms, rules and regulations set forth in Hot rod Institute's student catalog, a copy of which student acknowledges receipt (digital or paper).

5. ACCURACY OF INFORMATION: The student acknowledges that HRI relies upon the accuracy and completeness of all information and/or documentation provided to HRI and certifies that all such information and/or documentation is accurate, correct and complete. In the event that any such information and/or documentation provided by the student is false, inaccurate, incomplete or misleading, HRI may suspend, dismiss or expel, either temporarily or permanently, the student from HRI. In such cases, the student may not be entitled to any credit for work that he/she may have completed at HRI.

6. DISMISSAL: The student agrees to attend all classes regularly and promptly except for sufficient reason, such as illness, and to perform all lessons and assignments to the best of his or her ability. HRI may terminate the student's enrollment at HRI for non-payment of fees or tuition, unsatisfactory progress, excessive absences, or detrimental or unsatisfactory conduct. Additionally, the student's enrollment may be terminated without cause if HRI deems such action to be in the best interest of the HRI or its students.

7. WITHHOLDING RECORDS: HRI reserves the right to withhold records, including grade reports, transcripts, and certificates of completion until all financial obligations are satisfied, consistent with State and Federal law.

8. TRANSFERABILITY OF HOURS: HRI does not imply, promise or guarantee transferability of hours earned to any other institution. The certificate of completion the institute offers are terminal in nature and are designed for the graduate's employment opportunities upon graduation.

9. PLACEMENT ASSISTANCE DISCLAIMER: Although HRI provides may provide such placement assistance upon graduation as is addressed in the handbook or catalog, the student acknowledges and understands that he/she is primarily responsible for obtaining employment and must seek job openings, prepare and send resumes, prepare for interviews and conduct himself/herself in a professional manner during the employment process. The student further acknowledges and understands that the student's school record and the efforts he/she puts into a job search have a significant effect on his or her ability to find suitable employment. HRI does not guarantee or make any representation regarding the availability or suitability of employment or any level of compensation upon employment.

10. ARBITRATION: Any claim, controversy or dispute arising out of or relating to this Agreement or any alleged breach of this Agreement, together with all other claims, controversies or disputes of any nature whatsoever arising out of a relation to student's enrollment at HRI (provided such dispute is not resolved by negotiation between the parties within thirty days after notice of such alleged or threatened breach by either party), shall, upon notice by either party to the other party, be resolved and settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall take place in Rapid City, South Dakota. The arbitrator is authorized to fashion remedies, which make the prevailing party whole for the demonstrated losses incurred, including determining that the student should be enjoined from certain actions or be compelled to undertake certain actions; provided, however, that the arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The arbitrator's decision and award shall be final, binding on the parties, and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties shall, respectively, pay any expenses incurred as American Arbitration Association fees, administrative fees, arbitrator's fees, mediation fees, hearing fees, and postponement/cancellation fees in accordance with the rules and procedures adopted by the American Arbitration Association. Each party will be responsible for the fees and costs of its own witnesses, expert witnesses and attorneys. Notwithstanding the provisions of this paragraph, in the event a breach of this Agreement is alleged, HRI shall have the option to seek injunctive relief in any court of competent jurisdiction barring further breach of this Agreement pending arbitration. **BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO GO TO COURT, AND YOUR RIGHTS WILL BE DETERMINED BY AN ARBITRATOR AND NOT A JUDGE OR JURY. DECISIONS BY AN ARBITRATOR ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.**

11. REFUND POLICY: Hot Rod Institute has selected to bill your student account for each quarter you attend classes. The refund policy will be calculated at the minimum period of enrollment of a term.

A. CANCELLATION PRIOR TO COMMENCEMENT OF CLASSES BY THE STUDENT: An applicant who has not visited the school prior to enrollment may cancel without penalty, which includes any application fees, by requesting cancellation within three business day following either the regularly scheduled orientation procedure or following a tour of the school facilities and inspection of equipment where the training and services are provided.

B. An applicant requesting cancellation within three days after signing and enrollment agreement and making an initial payment is entitled to refund of all monies, which includes any application fees paid by applicant.

C. WITHDRAWAL AFTER COMMENCEMENT OF CLASSES BY THE STUDENT: In computing refunds, the student will be considered to have been in attendance from the actual beginning of the term until the students last date of attendance.

D. REFUND POLICY: *Hot Rod Institute is entirely self-supporting. The registration of a student results in the assignment of a class place, the employment of instructors, and other provisions by HRI that must be contracted in advance. For these reasons, HRI cannot make refunds of tuition to students who withdraw prior to the end of the quarter, except as noted in the official refund policy outlined in this Agreement.*

THE INITIAL PERIOD OF ENROLLMENT

Hot Rod Institute considers the first quarter as the student's initial period of enrollment. The student is not entitled to a refund if the last date of attendance occurs after 60% of the quarter has elapsed.

AFTER THE INITIAL PERIOD OF ENROLLMENT

After the initial period of enrollment (quarter of attendance), the following refund table will apply and tuition obligations will be as follows:

WITHDRAWAL DATE	TUITION REFUNDED	TUITION RETAINED	WITHDRAWAL DATE	TUITION REFUNDED	TUITION RETAINED
Prior to Attending Classes	100%	0%	Prior to Attending Class	100%	0%
Within the 1st Week	100%	0%	Within the 1st Week	90%	10%
After the 1st week, but within the first 10%	90%	10%	Within the 2nd and 3rd Week	75%	25%
After 10% but within 20%	80%	20%	After the 3rd Week	0%	100%
After 20% but within 30%	70%	30%			
After 30% but within 40%	60%	40%			
After 40% but within 50%	50%	50%			
After 50% but within 60%	40%	60%			
After 60%	0%	100%			

All refunds after the start date are made within 30 days of the date HRI determines that the student has withdrawn.

- 12. **RE-ENTRY FEES:** Hot Rod Institute does not charge an entry fee to re-admit students who have previously withdrawn.
- 13. **ATTORNEYS' AND COLLECTION FEES:** In any legal action or arbitration between the parties arising out of this Agreement, HRI, if it prevails, shall be entitled to recover its reasonable attorneys' fees in addition to any other relief to which it may be entitled. Further, HRI shall be entitled to recover any attorneys' or collection agency fees and interest associated with the collection of a delinquent account of the student.
- 14. **INTEGRATION:** This Agreement is the entire agreement between the student and HRI concerning the rights granted and the obligations assumed in this Agreement. This Agreement supersedes any prior or contemporaneous agreements, representations and understandings. This Agreement may only be modified in writing signed by both parties.
- 15. **GOVERNING LAW:** This Agreement and rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of South Dakota.
- 16. **USE OF LIKENESS, VOICE, AND NAME:** I do hereby authorize Hot Rod Institute, (collectively referred to as HRI) and their agents, successors, and assigns the exclusive right in perpetuity to use my likeness, name, picture and voice recorded during the time I am a student or employee of HRI. Such recordings may be in the form of video, film, sound recordings, photographs, or otherwise and may be incorporated in the production, use, and distribution of television, radio, video, dvd, stock footage, internet, print or any other form of distribution known or discovered later. All use of my likeness, name, picture and voice, shall be used for instructional, publicity, or promotional purposes only and shall be the exclusive and sole property of HRI to use, modify, or not use at it may desire. I, my heirs, successors, and assigns, hereby discharge, release and forever waive any and all actions, claims, damages, liability, costs and expenses, including attorneys' fees, against HRI, Hot Rod Institute, LLC, and its/their respective officers, directors, agents and employees, arising out of, or in any manner relating to privacy, defamation, or any other claim whether based in contract, tort or otherwise under the laws of any state, or the laws of the United States in connection with such use and further waive any claim or interest whatsoever in such use or in any recording originals, copies, or derivatives.

APPLICANT ACKNOWLEDGMENTS

By initialing below, I acknowledge and certify that I have read and reviewed this Agreement in full and I understand all of my rights and responsibilities. Further, I agree to all of the terms and conditions of this three-page Agreement and the rules, regulations and policies of the Hot Rod Institute Catalog.

_____ Applicant Initials _____ Parent or Guardian's Initials

By: _____
 Authorized HRI Official Date

By signing this agreement, I acknowledge and certify that I have read and reviewed this Agreement in full and I understand all of my rights and responsibilities. Further, I agree to all of the terms and conditions of this three-page Agreement and the rules, regulations and policies of the Hot Rod Institute, booklet.

APPLICANT'S SIGNATURE _____ Date _____

PARENT/GUARDIAN'S SIGNATURE
 AS A CONTRACTING PARTY _____ Date _____

ADMISSION ASSOCIATE _____ Date _____

APPLICANT'S ACKNOWLEDGMENTS: By initialing below, I acknowledge that I have received the following:

_____ A true and executed copy of this agreement. _____ A copy of the HRI Catalog. _____ A copy of the Refund Policy.

OFFICIAL SCHOOL USE ONLY

The student named above is accepted at Hot Rod Institute on _____, 20_____