

Big Rig Truck Driving Academy, LLC

ENROLLMENT AGREEMENT

EMAIL completed form to: BigRigDriving@Yahoo.com or Fax to: 205-803-6120

PLEASE PRINT OR TYPE		<input type="checkbox"/> New Student	<input type="checkbox"/> Re-Entry Student
Applicant Legal Name _____			
(First)		(Middle)	(Last)
Social Security # _____ - _____ - _____	Date of Birth _____ - _____ - _____		Driver's License / ID No. _____
Home Telephone: (____) _____ - _____	Work: (____) _____ - _____	Cell: (____) _____ - _____	
Address _____	City _____	State _____	Zip _____
E-Mail _____	Fax No. _____		

A. EDUCATIONAL SERVICE

Program CDL Class A Truck Driving Program Total Quarter Credit Hours / Clock Hours N/A / 160

Enrollment Agreement Period: Start Date _____ Scheduled Completion Date _____

Approximate No. of Weeks 6-8

Hours vary depending on the course.

B. ITEMIZATION & TOTAL TUITION FEES

Registration Fee	\$ 100.00	Non-Refundable – paid by student directly to agency
Drug Screen	\$ 50.00	Non-Refundable- paid by student directly to agency
DOT Physical	\$ 70.00	Non-Refundable- paid by student directly to agency
DMV Permit	\$ 75.00	Non-Refundable - paid by student directly to agency
DMV Printout	\$ 5.00	Non-Refundable - paid by student directly to agency
Tuition paid by student	\$ _____	Prorated upon withdrawal. Refer to refund policy provision within this Agreement.

TOTAL CHARGES FOR THE CURENT PERIOD OF ATTENDANCE \$ _____

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM \$ _____*

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT \$ _____

***YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE TO REPAY THE FULL AMOUNT OF THE LOAN PLUS ANY INTEREST; LESS THE AMOUNT OF ANY REFUND.**

Additional Fees, as applicable: Transcript Fee: 5, Return Check Fee: \$36.00

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT, A COPY OF THE SCHOOL CATALOG AND SCHOOL PERFORMANCE FACT SHEET. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

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 and Title of School Official Accepting Enrollment _____ Date _____

C. PAYMENT

STUDENT AGREES TO PAY ABOVE SPECIFIED FEES AS FOLLOWING:

- Cash \$ _____ Paid in full
 - Payment Plan \$ _____ **\$2000.00 down payment and two payments of \$350.00**
 - Check \$ _____ Check Number: _____
- BALANCE DUE** \$ _____

Timing of Payments: Total amount due before graduation _____.

Consumer Loan Agreements: Big Rig Truck Driving Academy, LLC does not loan students funds to attend school. Students may voluntarily choose a Third Party Private Lending Institution to receive a loan to pay for the cost. The third party lender is responsible to provide all disclosures to students according to the Truth in Lending Act of Title 15 of the United States Code.

D. REFUND POLICY

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first class online or in person or seventh calendar day after enrollment, whichever is later. 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 pro-rated refund if you have completed 10 percent or less of the scheduled days in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: _____
Date

2. Cancellation may occur when the student provides a written notice of cancellation by hand delivery or mail.
3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
5. If the Enrollment Agreement is cancelled the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$350.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 10 percent or less of the scheduled days in the current payment period in your program. The refund will be less a registration or administration fee not to exceed \$350.00, and less any deduction for equipment not returned in good condition, within 45 days of withdrawal. If the student has completed more than 10% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days scheduled to attend, prior to withdrawal. If the student has completed more than 10% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

E. UNDERSTANDINGS

INITIAL

- 1. **Catalog:** Information about Big Rig Truck Driving Academy, LLC is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. Big Rig Truck Driving Academy, LLC reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in Big Rig Truck Driving Academy, LLC, the Student agrees to abide by the terms stated in the catalog and all school policies.
- 2. All instruction takes place at the schools range, assigned public roads and online.
- 3. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at Big Rig Truck Driving Academy, LLC is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in **TRUCK DRIVING** program is also at the complete discretion of the institution to which you seek to transfer. If the certificate that you earn at this institution is 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 Big Rig Truck Driving Academy, LLC to determine if your certificate will transfer.
- 4. **Placement Assistance:** Placement assistance is provided. However, it is understood that the School does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate.
- 5. **Limited English Speakers: 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 will not be eligible to enroll.**
- 6. **Questions:** Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to our administrative offices.
- 7. **Financing:** The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.
- 8. **Loan:** If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:
 - a. 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.
 - b. 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.

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.

Prior to signing this enrollment agreement, you must read all terms and course schedules pertaining to the class. This institution is required to have you sign and date the information that you have read the class requirements, terms and conditions.

I certify that I have thoroughly read the information regarding details of enrollment and terms and conditions of attendance.