

1. **NOTICES TO THE BUYER AND BUYER’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 THE COLLEGE UNLESS CANCELLED PURSUANT TO THE BUYER’S RIGHT TO CANCEL.** The student has the right to cancel the initial enrollment agreement until midnight of the third business day after the college accepts the enrollment and to receive a refund of the registration 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 the College unless such changes have been approved in writing by the authorized official of the College and student of 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 the College does not excuse the borrower from repayment of any Federal Stafford loan, FDSL Subsidized or Unsubsidized loan, or PLUS loan made to the borrower for enrollment at the College.
  - 6) The terms and conditions of the agreement are not subject to amendment or modification by oral agreement.
2. **PROGRAM REVISION:** At the discretion of the College and upon approval by TWC/COE, programs and individual courses are subject to change for any reason, including, and without limitation, curriculum revisions, changes in course and/or program enrollment, instructor availability, facility and/or space availability, or such other action as the College may deem appropriate or necessary.
3. **INTEREST:** Vista College does not charge interest on the amount financed.
4. **AMOUNTS OWED:** I understand I am responsible for any amounts owed to the College. If the tax information provided concerning the student’s financial history proves to be inaccurate, or if the government changes the financial aid regulations, I realize that my financial aid may change (increase or decrease).
5. **ENROLLMENT TERMS:** I have read and accept the “Enrollment Terms” of this agreement as they appear on the reverse side hereof and accept and acknowledge that said conditions on the reverse side are an integral part of this agreement.
6. **PAYMENTS:** I further acknowledge the above indicated payments have been or will be made to the Vista fiscal office by the date indicated above.
7. **BOOKS AND SUPPLIES:** I understand books and supplies are included in tuition, except as noted on this agreement.
8. **COLLEGE CATALOG:** Student agrees to be bound by all of the conditions, terms, rules and regulations set forth in the College’s student catalog, a copy of which student acknowledges receipt.
9. **ACCURACY OF INFORMATION:** The student acknowledges that the College relies upon the accuracy and completeness of all information and/or documentation provided to the College 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, the College may suspend, dismiss or expel, either temporarily or permanently, the student from the College. In such cases, the student may not be entitled to any credit for work that he/she may have completed at the College.
10. **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. The College may terminate the student’s enrollment at the College for non-payment of fees or tuition, unsatisfactory progress, excessive absences, or behavior detrimental to the College. Additionally, the student’s enrollment may be terminated if the College deems such action to be in the best interest of the College or its students.
11. **WITHHOLDING RECORDS:** The College reserves the right to withhold records, including grade reports, transcripts, and diplomas until all financial obligations are satisfied, consistent with State and Federal law.
12. **TRANSFERABILITY OF CREDITS:** The College does not imply, promise or guarantee transferability of credits earned to any other institution. It should be assumed credits are not transferrable to another institution.
13. **CAREER SERVICES ASSISTANCE DISCLAIMER:** Although the College provides career services assistance upon graduation, 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 college record and the efforts he/she puts into a job search have a significant effect on his or her ability to find suitable employment. The College does not guarantee or make any representation regarding the availability or suitability of employment or any level of compensation upon employment.
14. **RE-ENTRY FEES:** The College will charge a re-entry fee to re-admit students who have previously withdrawn.
15. **USE OF LIKENESS, VOICE, and NAME:** I do hereby authorize the College and its owners, 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 of the College. 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 for instructional, publicity, or promotional purposes only and shall be the exclusive and sole property of the College to use, modify, or not use as 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 the College and its owners, 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.
16. **FTC STATEMENT:** 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 the amount paid by the debtor.
17. **GRIEVANCE PROCEDURES:** I understand that complaints, which cannot be resolved by direct negotiation with Vista College in accordance to the written grievance policy, may be filed with the state licensing authorities and Vista College’s accreditor(s) as outlined in the catalog. This provision is in addition to any grievance procedure specifically provided for by statute or rule to the extent that the claims are within the scope of such statute or rule.
18. **LIQUIDATED DAMAGES:** The parties agree that if the College is found to have breached to the student’s substantial detriment a material provision of this Agreement, then the College must pay a sum up to an amount equal to any non-refunded tuition payments to the student or student’s lender in the case of a loan, or appropriate government agency in the case of a grant, as liquidated damages.
19. **ATTORNEYS’ AND COLLECTION FEES:** In any legal action or arbitration between the parties arising out of this Agreement, the College, 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, the College shall be entitled to recover any attorneys’ or collection agency fees and interest associated with the collection of a delinquent account of the student.
20. **REFUND POLICY:** The refund computations for students enrolled in campuses located in Texas will be based on the Texas Workforce Commission, Career Schools and Colleges refund policy guidelines and are based on scheduled clock hours of attendance through the last date of attendance. Leaves of absence, suspensions, and College holidays will not be counted as part of the scheduled class attendance. The determination of refunds will be calculated based on the most advantageous refund to the student.

#### CANCELLATION POLICY

A full refund will be made to any student who cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) after the enrollment contract is signed or within the student’s first three scheduled class days (does not apply to Seminars). **TO CANCEL THIS TRANSACTION AFTER ENROLLMENT CONTRACT IS SIGNED – MAIL, DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE (OR ANY OTHER WRITTEN NOTICE) to the appropriate Vista College campus.**

#### Texas Workforce Commission, Career Schools and Colleges (TWC) and Institutional Refund Policy

1. Refund computations will be based on scheduled course time of class attendance through the last date of attendance. Leaves of absence,

- suspensions, and College holidays will not be counted as part of the scheduled class attendance.
2. The effective date of termination for refund purposes will be the earliest of the following:
    - (a) The last day of attendance, if the student is terminated by the College;
    - (b) The date of receipt of written notice from the student; or
    - (c) Ten (10) school days following the last date of attendance.
  3. If tuition and fees are collected in advance of entrance, and if after expiration of the 72 hour cancellation privilege the student does not enter College, not more than \$100 in nonrefundable administrative fees shall be retained by the College for the entire residence program or synchronous distance education course
  4. If a student enters a residence or synchronous distance education program and withdraws or is otherwise terminated, the College may retain not more than \$100 in nonrefundable administrative fees for the entire program. The minimum refund of the remaining tuition and fees will be the pro rata portion of tuition, fees, and other charges that the number of hours remaining in the portion of the course or program for which the student has been charged after the effective date of termination bears to the total number of hours in the portion of the course or program for which the student has been charged, except that a student may not collect a refund if the student has completed 75 percent or more of the total number of hours in the portion of the program for which the student has been charged on the effective date of termination.
  5. Refunds for items of extra expense to the student, such as books, tools, or other supplies should be handled separately from refund of tuition and other academic fees. The student will not be required to purchase instructional supplies, books and tools until such time as these materials are required. Once these materials are purchased, no refund will be made. For full refunds, the school can withhold costs for these types of items from the refund as long as they were necessary for the portion of the program attended and separately stated in the enrollment agreement. Any such items not required for the portion of the program attended must be included in the refund.
  6. A student who withdraws for a reason unrelated to the student's academic status after the 75 percent completion mark and requests a grade at the time of withdrawal shall be given a grade of "incomplete" and permitted to re-enroll in the course or program during the 12-month period following the date the student withdrew without payment of additional tuition for that portion of the course or program.
  7. A full refund of all tuition and fees is due and refundable in each of the following cases:
    - (a) An enrollee is not accepted by the College;
    - (b) If the course of instruction is discontinued by the College and this prevents the student from completing the course; or
    - (c) If the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the College, or representations by the owner or representatives of the College.

*A full or partial refund may also be due in other circumstances of program deficiencies or violations of requirements for career schools and colleges.*

#### 8. REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE.

A student of the College who withdraws from the College as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for each program in which the student is enrolled:

- (a) if tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
  - (b) a grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
  - (c) the assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
    - (1) Satisfactorily completed at least 90 percent of the required coursework for the program; and
    - (2) Demonstrated sufficient mastery of the program material to receive credit for completing the program.
9. The payment of refunds will be totally completed such that the refund instrument has been negotiated or credited into the proper account(s), within 60 days after the effective date of termination.

#### **Council on Occupational Education Refund Policy**

The Council on Occupational Education (COE) refund policy for students attending non-public institutions who incur a financial obligation for a period of 12 months or less shall be as follows:

- (i) During the first 10% of the period of financial obligation, the institution shall refund at least 90% of the tuition
- (ii) After the first 10% of the period of financial obligation and until the end of the first 25% of the period of obligation, the institution shall refund at least 50% of the tuition
- (iii) After the first 25% of the period of financial obligation and until the end of the first 50% of the period of obligation, the institution shall refund at least 25% of the tuition
- (iv) After the first 50% of the period of financial obligation, the institution may retain all of the tuition.

***Students will be held responsible for any monies still owing to Vista College and will be billed accordingly. The effective date of termination is stated above.***

*If tuition is collected in advance of entrance and if after expiration of the 72-hours cancellation privilege the student does not begin class, not more than \$100 shall be retained by the College.*

The student will be issued instructional supplies, books or materials at the time these materials are required by the program. However, if a student does not qualify for any tuition assistance, enrolls in individual courses and/or withdraws from the institution before payment has been made books will be billed accordingly to the student. Once these materials have been issued "used" no refund will be granted.

A refund of tuition and fees is due and refundable in each of the following cases:

- An applicant is not accepted for enrollment.
- If the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the College, or misrepresentations by the owner or representative of the College.
- The program of study is discontinued by the College and this prevents the student from completing the program.

Refunds will be totally consummated within 45 days after the effective date of termination for students who withdraw or who are terminated by the College. Upon request by a student or any state or federal department the institution shall provide an accounting for such amounts retained within five workdays. Refunds for graduates and completed students will be consummated within 60 days.