

MOUNT MADONNA INSTITUTE

ENROLLMENT AGREEMENT

445 Summit Road, Watsonville, CA 95076 | P: (408) 846-4060 | F: (408) 847-2683

info@mountmadonnainstitute.org, yoga@mountmadonna.org | www.mountmadonnainstitute.org, www.mountmadonna.org/yoga

PLEASE PRINT OR TYPE

New Student

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 _____

A. EDUCATIONAL SERVICE

Program Name: _____

Total Semester Credit Hours: _____ or Total Clock Hours: _____

Enrollment Agreement Period - Start Date: _____ Completion Date: _____

Enrollment Agreement Period Program - Start Date: _____ Program Scheduled Completion Date: _____

B. ITEMIZATION & TOTAL TUITION FEES

Administrative Fee	\$ _____ \$150	Non-Refundable
Student Tuition Recovery Fund Fee	\$ _____ 0	Non-Refundable (\$0 for every \$1,000 rounded to the nearest \$1,000)
Tuition	\$ _____	Prorated upon withdrawal.
Clinic Fees	\$ _____	Due prior to Internship
Textbooks / Materials	\$ _____	Non-Refundable upon receipt
Graduation Fee	\$ _____	Non-Refundable upon receipt

TOTAL CHARGES FOR THE CURRENT 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 FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.**

Additional Fees, as applicable: Repeat Course Fee per credit \$100, Make-Up Quiz / Text Fee (first make-up free) \$25 each, Challenge Course Fee \$500, Transcript fee \$25, Late Payment Fee \$20, Returned Payment Fee \$50., Instructor Make-up Fee \$35/hour, Daily Optional Housing Fees: Commuting (Minimum required for meals & facilities use) \$ 39, Own Tent or Van \$ 54, Institute's Tents (*available May – October*) \$ 61, Dormitory (4-7/room) \$ 83, Triple Occupancy \$ 94, Double Occupancy \$105, Double with Bath \$118, Single Occupancy \$138, Single with Bath \$164..

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 _____

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

Revision Date: September 5, 2016

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C. PAYMENT

THE FOLLOWING CREDITS ARE BEING APPLIED TO THE BALANCE DUE UPON ENROLLMENT:

- Cash \$ _____
- Check \$ _____
- Scholarship \$ _____ Name: _____
- Other \$ _____ Describe: _____

Balance Due: \$ _____

MONTHLY PAYMENT AGREEMENT:

- Monthly Payment Agreement: A total of \$ _____ will be paid in installments of \$ _____ due on the _____ of each month, commencing on _____.

Note: Payments not received by the due date will be considered late and will be charged a \$20.00 late fee seven (7) days after the due date.

Signed: _____
Signature of Applicant Date

Signed: _____
School Official/Title Date

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 session or the 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 rata refund if you have completed 60 percent or less of the scheduled hours in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur through: _____
Date

2. Cancellation may occur when the student provides a written notice of cancellation at the following address: 445 Summit Road, Watsonville, CA 95076. This can be done by mail or by hand delivery.
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 an application fee not to exceed \$250.00 and 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 60 percent or less of the scheduled hours in the current payment period in your program through the last day of attendance. The refund will be less an application fee not to exceed \$250.00 and within 45 days after the withdrawal is determined. If the student has completed more than 60% 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.
- The student has failed to maintain a minimum of a 90% cumulative attendance rate.
- Failure to return from a leave of absence.

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 hourly charge for the program (total institutional charge, minus non-refundable fees, divided by the number of hours in the program), multiplied by the number of hours scheduled to attend, prior to withdrawal.

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For programs beyond the current “payment period,” if you withdraw prior to the next payment period, all charges collected for the next period will be refunded. 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.

If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

UNDERSTANDINGS

INITIAL

1. **Catalog:** Information about Mount Madonna Institute is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. Mount Madonna Institute 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 Mount Madonna Institute, the Student agrees to abide by the terms stated in the catalog and all school policies.
2. **Location of Instruction:** 445 Summit Road, Watsonville, CA 95076.
3. **Enrollment Agreement:** All instruction is provided in English only. Applicants for whom English is not their primary language must demonstrate proficiency in English through satisfactory completion of the Test of English as a Foreign Language (TOEFL). For applicants required to take the TOEFL examination, only applicants scoring above 550 on the TOEFL exam are considered for admission. No English services are provided. Visa services for students from other countries are not provided. If a student is accepted for admissions based on documented English skills and his or her primary language is not English, the student has the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in her or her primary language, at his or her expense by a translation service of his or her choosing prior to execution of the enrollment agreement.
4. **Graduation:** I understand that I will be awarded a Diploma Certificate Degree when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations.
5. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at Mount Madonna Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree or certificate you earn in _____ program is also at the complete discretion of the institution to which you may seek to transfer. If the credits or certificate or degree that you earn at this institution are 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 Mount Madonna Institute to determine if your credits or certificate or degree will transfer.
6. **Career Services:** 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.
7. **Questions:** Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.
8. **Complaints:** A student or any member of the public may file a complaint about this institution with Bureau for Private Postsecondary Education by calling 888.370.7589 toll-free or by completing a complaint form, which can be obtained on the bureau’s Internet Web site, www.bppe.ca.gov.
9. **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.
10. **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 assistance until the loan is repaid.
11. **Student Tuition Recovery Fund:** You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:
 1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition either by cash, guaranteed student loans, or personal loans, and

2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency program, attending certain schools regulated by the Bureau for Private Postsecondary Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act. However, no claim can be paid to any student without a social security number or a taxpayer identification number.

NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF INSTRUCTION ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS SCHOOL, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

Initial

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.