

# GOLF ACADEMY OF AMERICA – San Diego, CA Campus

1950 Camino Vida Roble, Suite 125

Carlsbad, CA 92008

(760) 734-1208 (800) 342-7342

## STUDENT ENROLLMENT AGREEMENT ASSOCIATE OF APPLIED BUSINESS DEGREE PROGRAM

RE: \_\_\_\_\_  
Above referenced individual will be referenced to as Student hereinafter.

Start Date: May 7, 2010

Social Security #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Any questions or problems concerning this school which have not been satisfactorily answered or resolved by the Academy should be directed to: Bureau for Private Postsecondary & Vocational Education/Department of Consumer Affairs, 1625 North Market Boulevard, Sacramento, CA 95834; (800) 952-5210. The undersigned student and the Golf Academy of America, owned by San Diego Golf Academy, a California Corporation, in consideration of the promises hereinafter set forth, covenant and agree as follows:**

### I. PROGRAM INFORMATION

Student has been accepted into the associate degree program offered by the Academy, commencing in the month and year hereafter set forth. The occupational objective of the associate degree program is Golf Complex Operations and Management, with two areas of emphasis: "Golf Professional" and "General Management." Students selecting a specific area will have the opportunity to take elective courses. The program consists of 60 semester credit hours (a minimum of 1,035 contact hours). Transfer credit may be granted for previous education, but a minimum of 44 credits must be completed at the Academy. The Academy promises to conduct the courses and give the instruction as set forth in the Academy catalog, subject to the right of the Academy to revise the curriculum at its discretion. Academic classes and golf instruction are scheduled between the hours of 7:00 am and 10:00 pm, Monday through Friday with the exception of noted holidays. An Associate of Applied Business Degree is granted upon successful completion of the program. The anticipated program completion date is **August 2011**. The Academy will assist each graduate with job placement; however, the school does not guarantee employment. The institution makes no claim or guarantee that credit earned will transfer to another institution.

### II. CONDUCT OF STUDENT

Student shall respect and adhere to all rules and regulations of the Academy and the rules and regulations governing the playing of golf. Student can be dismissed at the discretion of the Academy, for insufficient progress, non-payment of costs, or failure to comply with rules.

### III. DEPOSIT

North American (U.S., Resident Aliens and Canadian citizens) students shall pay to the Academy a nonrefundable application fee of **Fifty U.S. Dollars (\$50.00)**; and pay by sixty days prior of the selected class start, a minimum deposit of **Two Hundred Fifty U.S. Dollars (\$250.00)**. International students shall pay to the Academy a non refundable application fee of **Five Hundred U.S. Dollars (\$500.00)** and a minimum deposit of **Five Hundred U.S. Dollars (\$500.00)** by sixty days prior of the selected class start. The deposit shall be applied to the payment of tuition and shall be subject to the refund policy set forth in Section IV. In the event Student fails to make the deposit, the Academy may consider Student's application withdrawn and may allocate Student's reservation and acceptance to another student.

### IV. TUITION AND FEES

1. Fifteen days prior to the commencement of each semester, Student shall pay to the Academy the total tuition and fees established for that semester. The tuition and fees established for North American (U.S., Resident Aliens and Canadian citizens) for the semester beginning **May 7, 2010** is **Seven Thousand Five Hundred Twenty-Five U.S. Dollars (\$7,525.00)**. Tuition and fees established for the student's second semester commencing **September 1, 2010** is **Seven Thousand Eight Hundred Sixty-Six U.S. Dollars (\$7,866.00)**. The tuition and fees established for International Students for the semester beginning **May 7, 2010** is **Seven Thousand Eight Hundred Forty U.S. Dollars (\$7,840.00)**. Tuition and fees established for the International Student's second semester commencing on **September 1, 2010** is **Eight Thousand One Hundred Ninety-Seven U.S. Dollars (\$8,197.00)**. If a student is granted an extension of time to complete payment, a promissory note designating a schedule with no more than two installments within 60 days of the semester start, must be signed by the Student. It is estimated that the total cost of tuition/activity fees for those entering the associate degree program in the semester stated above will be approximately **\$31,123.00 for North American students and \$32,431.00 for International Students**.

	<u>North American*</u>	<u>International</u>
Tuition	\$ 28,323.00	\$ 29,631.00
Activity Fees	\$ 2,800.00	\$ 2,800.00
<b>ESTIMATED TOTAL COST</b>	<b>\$ 31,123.00</b>	<b>\$ 32,431.00</b>

\*U.S., Resident Aliens and Canadian Citizens

All fees must be submitted in U.S. Dollars

Note: The above tuition cost is inclusive of textbooks which are required in order to complete the curriculum and other charges and fees which may apply to certain courses. The above tuition cost does not include optional examinations and materials.

**STUDENT IS RESPONSIBLE FOR THIS AMOUNT. IF STUDENT LOAN IS RECEIVED, STUDENT IS RESPONSIBLE FOR REPAYING THE LOAN PLUS ANY INTEREST.**

Accepted: \_\_\_\_\_  
Student's Initials

## 2. BUYERS RIGHT TO CANCEL

Student has a right to cancel this enrollment agreement and obtain a return/refund. The school shall provide a refund of 100% of all tuition/activity fees paid for the student. No later than thirty (30) days of receiving the notice of cancellation, the school shall provide a refund of 100% of all tuition/activity fees paid for the student. Student may deliver a signed notice of cancellation of the Agreement, in person or by certified mail to: Registrar, Admissions Office, Golf Academy of America, 1950 Camino Vida Roble, Ste. 125, Carlsbad, CA 92008.

3. An applicant rejected by the Academy shall be entitled to a return/refund of all monies paid. Upon cancellation of enrollment before the first day of class, students canceling enrollment will receive a full return/refund. If cancellation is made after classes begin, the return/refund percentage will be based on the Federal Return of Funds Policy and/or the Institutional and California Refund Policies.

## FEDERAL RETURN OF FUNDS POLICY/INSTITUTIONAL REFUND POLICY/CALIFORNIA REFUND POLICY

The Higher Education Amendments of 1998 require all institutions to use a return of funds policy for all Title IV recipients when they fail to register, withdraw, or are expelled. This return of funds policy is used to determine the amount of Title IV aid that students have earned while in attendance. Funds received, but not earned, as of a student's withdrawal date must be returned. All funds are considered to have been earned upon completion of 60% of the payment period, thus there is no return of funds during the last 40% of the semester.

An Institutional Refund Policy addresses the calculation of the appropriate refund to the student and the amount to be retained by the institution based on the amount of institutional charges that the institution has earned associated with a student's attendance time. The Institutional Refund Policy is used in conjunction with the Federal Return of Funds Policy for Title IV recipients and as a stand-alone policy for non-Title IV recipients.

Golf Academy of America has adopted a Pro-Rata Refund Policy as its institutional refund policy for all students when they fail to register, withdraw, or are expelled. This policy entails calculation of a pro-rata refund during the first 60% of the semester and no refund during the last 40%.

In addition, the state of California requires that GOLF ACADEMY OF AMERICA use a 100% California Pro-Rata Refund Policy. Students who fail to register, withdraw, or are expelled from Golf Academy of America will be entitled to the greater of the institutional and California refund, as well as the return of any and all Title IV Funds received but not earned per the Federal Return of Funds Policy.

The definition and quantification of amount to be returned or refunded under both the return and refund policies is predicated on attendance. Attendance will be based on calendar days in the semester/payment period. A student's last day of attendance will be the official withdrawal date and is the date that will be used in determining the percentage of aid earned while in attendance, as well as the amount of institutional charges earned by the institution.

Detailed information regarding the Federal Return of Funds Policy, the Institutional Refund Policy and the 100% California Pro-Rata Refund Policy is provided in the Academy catalog and administrative office.

### Sample Refund Calculations:

1. Sue is currently enrolled in the first semester, consisting of 101 days, of the GOLF ACADEMY OF AMERICA associate degree program. After five weeks and three days, Sue notifies the Academy in writing that she is withdrawing as of the following day. She was charged \$4,925 in tuition, a \$175 activity fee, a \$40 computer lab fee and a \$75 administrative fee. Posted to her account were Federal Unsubsidized and Federal Subsidized Stafford Loan Funds totaling \$3,750. She also paid \$1,465. She has not received instruction for 63 (101-38) days or 62.4% of the semester. Her return/refunds would be calculated as follows:

- A. Federal Return of Funds Calculation  
Percentage of Title IV Aid Not Earned =  $63 \text{ days} / 101 \text{ days} = 62.4\%$   
Title IV Aid to be Returned =  $\$3,750 \times 62.4\% = \$2,340$
- B. Institutional Refund Calculation  
Refund to Student of Non-Title IV Monies Paid =  $\$1,465 \times 62.4\% = \$914.16$
- C. California Pro-Rata Refund Calculation  
Refund to Student of Non-Title IV Monies Paid =  $\$1,465 \times 62.4\% = \$914.16$   
Actual Refund to Student =  $\$649.83$

**Actual Return to Lender = \$2,340**  
**Actual Refund to Student = \$914.16**

2. Sue has paid \$4,925 tuition for the semester. She has also paid the \$175 activity fee, \$40 computer lab fee and \$75 administrative fee. Sue has paid for, but not received instruction for 63 (101-38) days or 62.4% of the semester. Her return/refunds would be calculated as follows:

- A. Federal Return of Funds Calculation  
Non-Applicable
- B. Institutional Refund Calculation  
Refund to Student of Monies Paid =  $\$5,215 \times 62.4\% = \$3,254.16$
- C. California Pro-Rata Refund Calculation  
Refund to Student of Monies Paid =  $\$5,215 \times 62.4\% = \$3,254.16$

**Actual Return to Lender = Non-Applicable**  
**Actual Refund to Student = \$3,254.16**

3. Sue withdrew after completing eleven weeks and five days. She paid \$4,925 tuition, \$175 activity fee, \$40 computer lab fee and \$75 administrative fee. Sue has paid for, but not received instruction for 19 (101 - 82) days or 18.8% of the semester. Her return/refund would be calculated as follows:

- A. Federal Return of Funds Calculation  
Non-Applicable  
Actual Return to Lender = Non-Applicable
- B. Institutional Refund Calculation  
Non-Applicable  
Actual Refund to Student = Non-Applicable

- C. California Pro-Rata Refund Calculation  
 Refund to Student of Monies Paid = \$5,215 x 18.8% = \$980.42  
 Actual Refund to Student = \$980.42

**Actual Return to Lender = Non-Applicable**  
**Actual Refund to Student = \$980.42**

The Academy refund policy complies with the refund policy established by the State of California. The current refund policy is subject to revision as required by California State Law.

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.

STUDENT TUITION RECOVERY FUND If you are not a resident of California, you are not eligible for protection under, and recovery from, the Student Tuition Recovery Fund.

**V. CONTINUING AGREEMENT**

If Student withdraws and is approved for readmission at a later date, a new agreement will be required reflecting current information.

This agreement constitutes a legally binding instrument when signed by Student and accepted by the Academy. Immediately upon signing this agreement, you will be given a copy of it to retain, and your registration packet will include a copy that has been accepted by an Academy official. This agreement is not operative until Student makes an initial visit to the Academy and receives a thorough tour, or attends the first class or session of instruction.

**Amount of Deposit (North American students) \$250.00. Amount of Deposit (International Students) \$500.00.**

**VI. ATTORNEYS' AND COLLECTIONS FEES**

In any legal action permitted by this Contract or arbitration between the parties arising out of this Contract and the subject matter contained herein, the Academy, if it prevails, shall be entitled to recover its reasonable attorneys' fees in addition to any other relief to which it may be entitled or awarded. Further, the Academy shall be entitled to recover any attorneys' fees or collection agency fees and interest associated with the collection of a delinquent account of the Student.

LIABILITY WAIVER

I, the undersigned, acknowledge and fully understand that I will be engaging in activities that involve risk of injury, including permanent disability or death, and sever social and economic losses which might result not only from my own actions, inactions or negligence, but actions, inactions or negligence of others, the hazards of play, or the condition of the premises or of any equipment used and further, that there may be other unknown risks not reasonably foreseeable at this time. I assume all the foregoing risk, and accept personal responsibility, for the damage following such injury, permanent disability or death, and hereby agree to release, discharge, covenant to indemnify and not to sue Golf Academy of America, its affiliate organizations and sponsors, their instructors, managers, employees, and associate personnel, officers, directors, agents, including the owners and lessors of premises used by Golf Academy of America to conduct classes, training, and events, all of which are hereinafter referred to as 'releasees', from any and all liability to myself, my heirs or next of kin against any claim by or on behalf of myself as a result of my participation in the program and/or being transported to or from the same, which participation, after careful consideration, I hereby authorize, and which transportation I hereby authorize. I hereby give my consent to have an athletic trainer, coach, instructor and/or doctor of medicine or dentistry or associate personnel to provide me with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I also agree to save and hold harmless and indemnify each and all parties herein referred to above as releasees for all liability, loss, cost, claim or damage whatsoever, including death or damage to property, which may be imposed upon said releasees because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the releasees. I have read the above waiver/release and understand that I have given up substantial rights by signing this release and sign below voluntarily. I understand that this document may not be altered in any manner and that any alteration, without the express written consent from Golf Academy of America, will cause my application to be removed from the program.

**My signature below certifies that I have received, read, understood, and agreed to my rights and responsibilities as stated in the \_\_\_\_\_ (mo/yr) Catalog, Student Handbook, Student Rights Policy, and Liability Waiver; and that I understand and accept the institution's cancellation and return/refund policies.**

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

\_\_\_\_\_  
 Address City, State and Zip Code

( )  
 \_\_\_\_\_  
 Area Code and Phone Number

\_\_\_\_\_  
 Parent or Guardian's Signature (if student is under 18) Date

I certify that the Academy has met the disclosure requirements of Education Code 94859 of the Private Postsecondary and Vocational Reform Act of 1989. I further certify that the Academy has met all requirements for the administration of any Federal Student Assistance Program under Title IV of the Federal Higher Education Act of 1965 (P.L. 89-329), extensions of that act, amendments to that act, and rules and regulations adopted under the act.

Accepted by: \_\_\_\_\_  
Academy Official Date

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSE WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT AMOUNTS PAID BY THE DEBTOR HEREUNDER.