

**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: September 1, 2010

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

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

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 1625 North Market Boulevard, Suite S-202, Sacramento, CA 95834, [www.bppe.ca.gov](http://www.bppe.ca.gov), phone: 888-370-7589, fax: 916-574-8648. A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling 888-370-7589 or by completing a complaint form, which can be obtained on the bureau's Internet Web site [www.bppe.ca.gov](http://www.bppe.ca.gov). 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 **December 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 an application fee of **Five Hundred U.S. Dollars (\$500.00)** (\$250.00 of this application fee is subject to the cancellation policy) 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 VI. 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**

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 **September 1, 2010** is **Seven Thousand Eight Hundred Sixty-Six U.S. Dollars (\$7,866.00)**. Tuition and fees established for the student's fourth semester commencing **August 31, 2011** is **Eight Thousand Eighty-One U.S. Dollars (\$8,081.00)**. The tuition and fees established for International Students for the semester beginning **September 1, 2010** is **Eight Thousand One Hundred Ninety-Seven (\$8,197.00)**. Tuition and fees established for the International Student's fourth semester commencing on **August 31, 2011** is **Eight Thousand Four Hundred Twenty-Two U.S. Dollars (\$8,422.00)**. 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 **\$31,679.00** for North American students and **\$33,013.00** for International Students.

	<u>North American*</u>	<u>International</u>
Tuition	\$ 28,879.00	\$ 30,213.00
Activity Fees	\$ 2,800.00	\$ 2,800.00
<b>ESTIMATED TOTAL COST**</b>	<b>\$ 31,679.00</b>	<b>\$ 33,013.00</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.

\*\*The above Estimated Total Cost does not include the following non-refundable charges:

	<u>North American*</u>	<u>International</u>
Application Fee	\$ 50.00	\$ 500.00***
STRF Assessment	\$ 80.00	\$ 82.50

\*\*\*\$250.00 of the \$500.00 application fee is subject to cancellation policy in catalog and Student Enrollment Agreement.

## V. STUDENT TUITION RECOVERY FUND

**The non-refundable STRF assessment is \$2.50 per \$1,000.00 of institutional charges rounded to the nearest thousand dollars. For North American students starting in the Fall 2010 semester, the STRF assessment will be \$80.00. For International students starting in the Fall 2010 semester, the STRF assessment will be \$82.50.**

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, who is a California resident and prepays 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.
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.

Referencing the Student Tuition Recovery Fund, Title 5, California Code of Regulations 76000(a) defines a California resident as a person who resides in California at the time the enrollment agreement is signed.

## VI. STUDENT'S RIGHT TO CANCEL

Student has a right to cancel this enrollment agreement and obtain a return/refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. 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.

In addition to the above paragraph, for an international student who cancels this enrollment agreement through attendance at the first class session, or the seventh day after enrollment, whichever is later, the school shall provide a refund of \$250.00 of the \$500.00 paid application fee.

An applicant rejected by the Academy shall be entitled to a return/refund of all monies paid. Upon cancellation through attendance at the first class session, or the seventh day after enrollment, whichever is later, the student will receive a full return/refund. If cancellation is made after the attendance at the first class session or the seventh day after enrollment, whichever is later, the return/refund percentage will be based on the Federal Return of Funds Policy and/or the Institutional Refund Policies.

After the end of the cancellation period, the student will have the right to stop school at any time and have the right to receive a pro rata refund if the student has completed 60% or less of the program.

## FEDERAL RETURN OF FUNDS POLICY/INSTITUTIONAL 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%.

The definition and quantification of amount to be returned or refunded under both the return and refund policies is predicated on attendance. Calendar days in attendance are divided by total calendar days in the semester/payment period to determine the percentage of aid earned, the percentage of total institutional charges earned, or inversely the percentage of total instructional hours paid for but not received by the student. Students may withdraw by providing written notice to the Golf Academy or verbal notice to a member of the Administrative Staff, followed by a written notice. If it becomes apparent as a result of a student's failure to attend classes, that he or she has withdrawn, a withdrawal will be processed. In all instances, a refund/return shall be based on and computed from the last day of attendance, which is the official withdrawal date.

Returns and refunds will be made within forty-five (45) days of the date of determination of the student's last day of attendance. 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.

Detailed information regarding the Federal Return of Funds Policy and the Institutional Refund Policy is provided in the Academy catalog and administrative office.

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. (FTC Rule effective 5-14-76.)

#### **DEFAULT OF STUDENT 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:

1. 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 balanced owed on the loan.
2. 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.

#### **VII. NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION.**

The transferability of credits you earn at Golf Academy of America is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the Associate of Applied Business Degree you earn in Golf Complex Operations and Management is also at the complete discretion of the institution to which you may seek to transfer. If the credits 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 Golf Academy of America to determine if your credits or degree will transfer.

#### **VIII. 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.**

#### **IX. ATTORNEYS AND COLLECTION 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.

	<u>North American</u>	<u>International</u>
<u>ESTIMATED TOTAL DUE FOR THE ENTIRE PROGRAM</u>	\$ 31,679.00*	\$ 33,013.00 *
<u>TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE</u>	\$ 7,866.00	\$ 8,197.00
<u>TOTAL CHARGES FOR SEMESTER BEGINNING JANUARY 7, 2011</u>	\$ 7,866.00	\$ 8,197.00
<u>TOTAL CHARGES FOR SEMESTER BEGINNING MAY 6, 2011</u>	\$ 7,866.00	\$ 8,197.00
<u>TOTAL CHARGES FOR SEMESTER BEGINNING AUGUST 31, 2011</u>	\$ 8,081.00	\$ 8,422.00
<u>CHARGES DUE UPON ENROLLMENT</u>	\$ 330.00 **	\$ 582.50 **

**\*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.**

**\*\*This amount consists of the refundable tuition deposit plus the non-refundable STRF assessment (if applicable).**

**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 have 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, prior to signing this agreement.**

\_\_\_\_\_(Student's Initials) 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 included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

**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.**

**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.**

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

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

( )  
Area Code and Phone Number Email Address

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

Accepted by:

\_\_\_\_\_  
Academy Official Date