

# Enrollment Agreement

## Excel Career Institute Tuition Protection Agreement

Excel Career Institute is confident that the program you have selected will be everything we claim. Your total price includes your tuition, registration, lessons, course materials, educational services, and instruction. This is a legally binding instrument upon acceptance of the student unless cancelled pursuant to the Buyer's Right to cancel 136A.827 (136A.826 Subd. 2 (2)).

### I. ADMISSIONS

**Minimum Admissions Requirements for a Career Certificate or Diploma Program:** Candidates must have completed a high school diploma or GED. Official high school or GED transcripts are required; submit to *Excel Career Institute, Attn: Registrar, 3350 Annapolis Lane North, Suite C, Plymouth, MN 55447*. For complete information about Excel Career Institute programs, admission and grading policies, technology requirements, transfer credit and refund policy, please consult the *Excel Career Institute Catalog*.

### II. TRUTH IN LENDING DISCLOSURE CAREER CERTIFICATE PROGRAM

<b>ANNUAL PERCENTAGE RATE</b>	<b>AMOUNT FINANCED</b>	<b>TOTAL PAYMENTS FOR UNDERGRADUATE CAREER CERTIFICATE</b>	<b>TOTAL SALE PRICE FOR UNDERGRADUATE CAREER CERTIFICATE</b>
The cost of your credit as a yearly rate	The amount of credit provided to you or on your behalf	Amount you will have paid after all payments are made as scheduled	Total cost of your purchase, including down payment
0%	\$0	\$ 999.00	\$999.00

### Undergraduate Career Certificate

<b>Program</b>	<b>Length</b>	<b>Cost</b>
Career Certificate in Finance (30-quarter credits)	40-weeks	\$ 999
Career Certificate in Business Management & Leadership (30-quarter credits)	40-weeks	\$ 999
Career Certificate in Accounting (30-quarter credits)	40-weeks	\$ 999

Career Certificate in Business Law (30-quarter credits)	40-weeks	\$ 999
Career Certificate in Marketing (30-quarter credits)	40-weeks	\$ 999
Career Certificate in Economics (30-quarter credits)	40-weeks	\$ 999

**Payment Option:**

Excel Career Institute charges \$ 999 for an Undergraduate Career Certificate consisting of five, six (6) credit courses. The payments are made either in full (\$999) or in 10-monthly installments of \$ 99.90. Tuition is auto billed and is due on the monthly due date and on a reoccurring monthly basis until all payments are made.

Undergraduate Career Certificate students may either pay their tuition in full \$999, or make interest-free payments according to the following schedule:

The payment schedule for Undergraduate Career Certificate is as follows:

No. Month's enrolled		Program Cost
1	\$	99.90
2	\$	199.80
3	\$	299.70
4	\$	399.60
5	\$	499.50
6	\$	599.40
7	\$	699.30
8	\$	799.20
9	\$	899.10
10	\$	999.00

Undergraduate Career Certificate students may take up to 24 months to complete their program.

**\*Certificates and transcripts are held until all tuition is paid in full.**

**Single Course Fee Schedule:**

Individual undergraduate career courses are \$ 299 each for a six (6) quarter credit course. Individual undergraduate career certificate courses are good for one-year from date of enrollment. Students must participate in accordance with Excel's participation policy. Excel Career Institute does not offer an installment plan for single courses, when purchased separately.

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## Tuition Payment Schedule (Auto Payment)

As per the enrollment agreement, tuition is auto-billed to the credit/debit card on file each month. Students must participate in the auto billing option to remain enrolled at Excel Career Institute. Accounts two installments past due are subject to termination.

**Late Charge:** If your monthly payment is more than ten days late you may be charged a \$10 late fee.

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## III. TUITION, FEES AND PAYMENTS

The undergraduate career certificate program consists of five, six (6) quarter credit courses. The approximate completion time for each course is 10-weeks. An undergraduate certificate program can be completed within 6-12 months time. The price stated above is pay in full or per month and includes all registration, admission and course fees. These fees may be refundable in accordance with the school's refund policy. After enrollment, student tuition will not increase.

For any check, draft or money order that is returned for insufficient funds (NSF), student will be charged a \$20 fee and Excel Career Institute will resubmit for payment. Students are required to use the Auto Payment option for their tuition. Students are responsible for keeping the account information current to avoid any late or returned payment penalties. For any default not cleared within 10-days of notification of non-payment, Excel reserves the right to discontinue services, add any collection or attorney's fees, and the student will not be entitled to any refunds. Payments should be made in U.S. dollars only. Students in Canada and foreign countries will be responsible for payment of any applicable custom duties and additional shipping fees.

"You may be entitled to a refund of your equipment and supplies costs if you return your equipment and supplies within 10 days of withdrawing if your supplies in a condition suitable for resale. If you do not return your equipment and supplies or the supplies are not in a condition suitable for resale, this cost will be deducted from your tuition, fee, and other charge refund that you may be eligible for."

### Privacy:

Your enrollment and academic records will be protected in accordance with the Family Educational Rights and Privacy Act (FERPA). See catalog for full policy.

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## IV. GRADUATION

**Career Certificate Completion Time.** The undergraduate career certificate program can be completed in about 6-12 months. Students are allowed a maximum of two (2) years from the date of enrollment to complete their certificate program. Transfer of Credits: Excel Career Institute does not transfer credits into the Undergraduate Career Certificate programs. Upon graduation student will be awarded a Career Certificate and official transcript. No assurance is made of eligibility for job placement. Acceptance for transfer of

academic credits is determined by the receiving institution. For complete details on graduation requirements, consult the School Catalog.

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## **V. CANCELLATION AND REFUND POLICY**

*"Buyer's Right to Cancel". (136A.826 Subd. 2 (3)) Students may cancel or withdraw in writing by US Mail. Please use the Notice of Cancellation Below. We do not accept cancellations by phone or email.*

Binding Agreement and Governing Law: This Agreement is a legally binding contract when signed by you and accepted by Excel Career Institute at its offices in Minnesota and is governed by Minnesota law. Your digital signature on this agreement indicates you have read and understand its terms and any literature you have received from us, and you believe you are able to benefit from your program.

If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. You will be entitled to a full refund of tuition, fees, and other charges if you give written notice that you are cancelling your contract within five business days after the contract or enrollment agreement is considered effective. A contract or enrollment agreement will be presumed to effective on the date of that the institution notifies you that you have been accepted into the institution and you have signed the contract or enrollment agreement. If the notification of acceptance into the institution is sent by mail, then the effective day of being accepted is the postmark on the acceptance letter.

This five-day refund policy applies regardless of when the program starts. If you give written notice more than five days after you signed the contract, but before the start of the first online lesson you will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program. Following 5-days, you will be provided a prorated tuition, fees, and other charges refund minus a 25%, up to \$100 administrative if you provide written notice of your withdrawal after your program has begun, but before 75% program has completed. If you withdraw from your program after 75% of the program has completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdraw request within 10 business days after receipt of the notice and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Written notice is effective of the date of the postmark if sent by mail or the day it has been hand-delivered to the institution. If you do not withdraw in writing or contact the institution about your absence, and you have not attended your program for 21 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance.

Excel Career Institute reserves the right to academically cancel any student who fails to demonstrate satisfactory progress toward his or her diploma. Academic dishonesty or other violations of the School Catalog may also result in disciplinary action up to and including the termination of your enrollment.

**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 hereunder.**

**Dispute Resolution:** Any controversy or claim arising out of relating to this Agreement, or breach thereof, no matter how pleased or styled shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. In no event shall Excel Career Institute be liable for any incidental, consequential, punitive or multiple damages of any kind. Any arbitration or other legal proceedings of any kind related to this Agreement or your enrollment with Excel Career Institute shall be conducted in Hennepin County, Minnesota, and by signing this Agreement you consent to the jurisdiction of the State or Federal Courts sitting in Hennepin County, Minnesota and to holding all arbitration proceedings in Hennepin County, Minnesota. **Use of Name and Likeness:** We may use your name, likeness, personal information and any verbiage and words you provide. You hereby release Excel Career Institute from any claim you have and allow the use of said information in our marketing materials not limited to news releases, advertisement copy, web content, photographs or testimonials. If you refuse such usage or do not wish to receive our mailings, notify us in writing: Excel Career Institute, 3350 Annapolis Lane North, Plymouth, MN 55447. ATTN: Marketing Manager.

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## VI. SIGNATURE

I acknowledge that I have reviewed and fully understand, and agree to be bound by, the terms and conditions of this Enrollment Agreement and Tuition Protection Agreement. I also understand that I am responsible for and guarantee prompt and full payment of the tuition and fees outlined in the Agreement. Excel Career Institute or any of its agents may contact me, as student or guarantor, between 9 am and 5 pm, central time regarding any matter using a land line, mobile phone, or email information that I have provided; standard text messaging rates may apply. If you do not wish to be contacted by one of these methods, please advise Student Services.

*By checking this box, I hereby authorize Excel Education Systems, Inc. (EES) to use an automated system to deliver marketing text messages and pre-recorded calls to the phone number(s) I have provided. Standard text/data rates do apply. I understand that my consent is not required and is not a condition for enrollment or continued enrollment. I further understand that clicking submit constitutes my signature understanding of the tuition agreement and monthly auto-billing.*

**Student Signature:**

**Date Signed:**

*Accepted by: Dr. Mark Ulven, President*



**NOTICE OF CANCELLATION**

What is the program you want to cancel? \_\_\_\_\_

Date you enrolled in this program \_\_\_\_\_

If you no longer want to take this program you may cancel it by sending a signed and dated copy of this or any similar cancellation notice to:

Excel Career Institute, 3350 Annapolis Lane North, Suite C, Plymouth, MN 55447

**Not later than midnight of the fifth business day following the post-marked date of the school's letter of acceptance. If you cancel, any payments made by you under the contract or sale will be returned within 30 business days following the postmarked date of the Notice of Cancellation. Any property traded in and any instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received any goods delivered to you under this contract or sale; or you may if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If the seller does not pick up the goods within 20 days of the date of our Notice of Cancellation, you may retain or dispose of them without any further obligation.**

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Student's Signature)

\_\_\_\_\_  
(Student ID #)

\_\_\_\_\_  
(Student Name)

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For Office Use Only

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Refund processed by: \_\_\_\_\_ Date: \_\_\_\_\_