

Enrollment Agreement

Name of Student _____

Present Address _____

City _____ State _____ Zip _____

Telephone Home _____ Business _____

Cell _____ Pager _____

Email _____

Start Dates:

- WINTER I January 10, 2011 SUMMER I July 11, 2011
 WINTER II February 17, 2011 * SUMMER II August 18, 2011 *
 SPRING I April 4, 2011 FALL I October 3, 2011
 SPRING II May 12, 2011 *

* The maximum number of credits available during this abbreviated quarter does not meet the definition of full course of study for applicants requiring student non-immigrant status. Applicants seeking student non-immigrant status therefore cannot start school in these quarters.

Program in which Enrolling (Please check one):

- | | | | | |
|---|--|--|---|---|
| <input type="checkbox"/> Audio Production, BS
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Design & Technical Graphics, BS
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Graphic Design, AAS
Six 11 week quarters
66 weeks, 90 credit hours | <input type="checkbox"/> Interior Design, BFA
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Restaurant & Catering Management, AAS
Six 11 week quarters
66 weeks, 90 credit hours |
| <input type="checkbox"/> Culinary Arts, AAS
Six 11 week quarters
66 weeks, 90 credit hours | <input type="checkbox"/> Digital Filmmaking & Video Production, BFA
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Graphic Design, BFA
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Media Arts & Animation, BFA
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Web Design & Interactive Media, AAS
Six 11 week quarters
66 weeks, 90 credit hours |
| <input type="checkbox"/> Culinary Management, BS
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Fashion & Retail Management, BS
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Graphic Design, BFA (Evening/Weekend Option)
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Photography, BFA
Twelve 11 week quarters
132 weeks, 180 credit hours | <input type="checkbox"/> Web Design & Interactive Media, BFA
Twelve 11 week quarters
132 weeks, 180 credit hours |

AAA=Associate of Applied Arts, AAS=Associate of Applied Science, BS=Bachelor of Science, BFA=Bachelor of Fine Arts

FINANCIAL INFORMATION: The current tuition and fees applicable to The Art Institute of Houston programs are as follows*:

	Audio Production, BS 180 credits, 12 quarters	Culinary Arts, AAS 90 credits, 6 quarters	Culinary Management, BS 180 credits, 12 quarters	Design & Technical Graphics, BS 180 credits, 12 quarters	Digital Filmmaking & Video Production, BFA 180 credits, 12 quarters	Fashion & Retail Management, BFA 180 credits, 12 quarters	Graphic Design, AAS 90 credits, 6 quarters	Graphic Design, BFA 180 credits, 12 quarters	Interior Design, BFA 180 credits, 12 quarters	Media Arts & Animation, BFA 180 credits, 12 quarters	Photography, BFA 180 credits, 12 quarters	Restaurant & Catering Management, AAS 90 credits, 6 quarters	Web Design & Interactive Media, AAS 90 credits, 6 quarters	Web Design & Interactive Media, BFA 180 credits, 12 quarters
Application Fee	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Tuition Deposit	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Tuition Per Credit Hour*	488	488	488	488	488	488	488	488	488	488	488	488	488	488
Student Activity Fee**	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Starting Kit***	1,620	772	772	900	445	610	560	560	900	560	2,570	772	560	560
Digital Resource Fee****	2,850	1,200	2,600	2,850	2,850	2,850	1,450	2,850	2,850	2,850	2,850	1,250	1,450	2,850
Culinary Lab Fees†	—	1,600	1,500	—	—	—	—	—	—	—	—	900	—	—
Total Tuition & Fees‡	90,790	46,820	92,140	90,790	90,790	90,790	45,470	90,790	90,790	90,790	90,790	46,170	45,470	90,790

* Based on the current credit hour rate. Total cost will increase with each per credit hour tuition increase.	*** Kit prices are subject to change. Current published prices effective from July 1, 2010–June 30, 2011. Kits are optional.	taxes. This estimated fee assumes all courses require a digital resource; however currently not all courses use digital resources. Courses that include an digital resources will be noted in the registration material and the fee will be charged automatically in addition to tuition. If a course does not use digital resources, the student remains responsible for purchasing the	required text and materials. The digital resource fee is \$50 per course.
** The Student Activity Fee is used to fund the administration and function of extracurricular student activities. It is a one time fee paid upon enrollment.	**** The digital resource fee includes the cost of the digital textbook as well as other digital resources which are integrated into the course and vary by program. The fee includes all applicable	† Some programs require a lab fee. The Culinary Arts programs charge \$100 per 3-credit kitchen lab course. The lab fees will be treated as part of tuition for refunding purposes.	‡ The above total tuition costs may increase if transitional study classes are needed. The total cost will also increase with each per credit hour tuition increase. <i>Note: The Student Financial Plan Projection is an addendum to this Enrollment Agreement.</i>

The Application Process

HOW TO APPLY

An application for Admission must be completed and signed by the applicant and sent to The Art Institute with a \$50.00 application fee. A payment of \$100.00 tuition deposit within 10 days after the Enrollment Agreement has been submitted. Prospective students are encouraged to visit The Art Institute, although it is not a condition for submitting the Application for Admissions and the Enrollment Agreement. Arrangements for an interview and tour of The Art Institute may be made by telephone, or the applicant may write to:

Director of Admissions
The Art Institute of Austin
101 W. Louis Henna Blvd., Suite 100
Austin, Texas 78728

The Acceptance Process

Applicants seeking admission must be high school graduates, hold a General Education Diploma (GED), or foreign equivalent. In lieu of documenting high school graduation, applicants who have graduated from a regionally accredited postsecondary institution may submit their official college transcript in lieu of proof of high school graduation. Applicants must provide a copy of their official final high school transcript / postsecondary, GED scores, or official college transcripts indicating achievement of an associate's degree or higher from a recognized, accredited postsecondary educational institute or foreign equivalent. Original or official copies of all foreign educational transcripts and diplomas must be prepared in English or include a complete and official English translation.

In addition, foreign educational transcripts must be evaluated for US equivalency by a recognized credential evaluation service in the US. For more information about acceptable credential evaluation services, contact the Admissions Department. Other proof of high school graduation or its equivalency may be considered under special circumstances and must be approved by the President of The Art Institute. High school seniors who have not yet graduated should submit a partial transcript that indicates their expected graduation date.

All admissions to The Art Institute are dependent on evaluation of the applicant's previous academic record, review of the results of any nationally-based exams (preferred but not required) such as SAT or ACT, a personal interview with an admissions representative, and meeting all other requirements stated in the Enrollment Agreement. A portfolio for those interested in the Media Arts & Animation program is required. For all other programs, portfolios are welcomed but not required. The specific contents of the portfolio may be obtained from an Assistant Director of Admissions. The Art Institute reserves the right to request additional information and/or require that the applicant meet with an Academic Affairs representative in order to make an accurate assessment of the applicant's potential for academic success in his or her chosen program of study.

English Language Proficiency Policy

All applicants to The Art Institute whose first language is not English must demonstrate competence in the English language. Demonstration that English is an applicant's "first" language can be satisfied if the applicant submits a diploma from secondary school (or above) in a system in which English is the official

language of instruction. If English is not the applicant's "first" language, the applicant will need to meet the minimum English Language Proficiency standard through submission of an official minimum score on the written Test of English as a Foreign Language (TOEFL) or its TOEFL Internet (iBT) equivalent. A minimum score of 480 on the written TOEFL or 55 on the TOEFL Internet (iBT) is required for diploma programs. A minimum of 500 on the written TOEFL or 61 on the TOEFL Internet (iBT) is required for all associate and bachelor's level degree programs. A minimum of 550 on the written TOEFL or 79 on the TOEFL Internet (iBT) is required for master's level degree programs.

Applicants should contact the Admissions Office to determine other examinations for which official scores, equivalent to TOEFL, are acceptable as an alternative to TOEFL. The above stated English language proficiency requirements are effective November 1, 2004.

Accreditation and Licensing

The Art Institute of Austin is a branch of The Art Institute of Houston. The Art Institute of Houston is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of The Art Institute of Houston.

The Art Institute of Austin holds a Certificate of Authorization acknowledging exemption from Texas Higher Education Coordinating Board regulations.

Transitional Studies

The Art Institute tests incoming students as to their preparedness to undertake college-level coursework in English and/or mathematics. Students found to be deficient in English or math may be required to enroll in from one to three transitional study courses offered by the school. Such courses are three (3) quarter credits in length and are charged at the current per credit charge. Students enrolled in transitional study courses may be required to take from three to nine credits in addition to their normal program of study requirements. Based on course availability, transitional study classes may fall outside of students' primary schedules. Transitional study courses are not calculated in the total credits needed for graduation and may lengthen the time required to complete a course of study. They are, however, included when calculating the incremental completion rate and the maximum timeframe. Students are allowed three attempts to complete each transitional study course. Failure to successfully complete a transitional studies course in three attempts will result in dismissal.

Portfolio Review/Practical Skills Exam

All students in design and media arts programs are required to pass a mid-program portfolio review of their work in order to continue in their program. It is the student's responsibility to generate the required sample work and submit it for review at the appropriate time. A career planning and advising session will be held between the student and his/her Program Chairperson or Academic Director should the student fail to pass the review process.

The Career Portfolio

All students who enroll in the Fall Quarter 2009 and all future classes are required to produce a Career Portfolio in addition to their program portfolios or capstone projects in order to graduate. All students are required to pass a midprogram Career Portfolio review of their work in order to continue in their program. It is the student's responsibility to generate the required sample work and submit it for review at the appropriate time. A planning and advising session will be held between the student and his/her Academic Director and the Career Portfolio Coordinator, should the student fail to pass the review process. All students will complete their final Career Portfolio in their Career Development class.

College Success Initiative

All applicants, unless otherwise exempt, will complete a placement examination in the areas of Reading, Mathematics and Writing. This exam enables us to determine the need, and advise for enrollment in transitional studies or college level coursework. Those students whose initial scores are below the Texas Higher Education Coordinating Board (THECB) deviation standard will be required to re-test upon the completion of the transitional studies course in the related area to determine college readiness. For information regarding the College Success Initiative, please contact the Dean of Academic Affairs at The Art Institute at 866-583-7952.

Student's Right to Cancel

You, the student, may cancel your enrollment without any penalty or obligation at any time prior to midnight of the fifth business day after signing this Enrollment Agreement. You may also cancel your enrollment if upon a doctor's order, you cannot physically receive the services, or you may cancel your enrollment if the services cease to be offered. If you cancel your enrollment for either of these reasons, The Art Institute of Austin, a branch of The Art Institute of Houston, ("The Art Institute") may keep only a portion of the tuition or other charges. Please do not sign this Enrollment Agreement before you read it in its entirety. You will be given an exact copy of the Agreement you sign. Please also note that the provisions of any attached rider(s) signed by you are also part of the Enrollment Agreement.

Student Acknowledgments

I have read and understand all provisions of this Agreement and I have been given a copy of it for my records. (Parents must also sign if you are under 18 years of age). I understand that my enrollment and The Art Institute's obligations under this Enrollment Agreement (except the cancellation and refund—provisions) may be terminated by The Art Institute if I fail to comply with The Art Institute's attendance, conduct, academic, and/or financial requirements. I understand that The Art Institute also reserves the right to cancel my enrollment if The Art Institute determines that I have demonstrated poor academic potential (as determined through entrance testing, evaluation of transcript records or any other academic evaluations deemed appropriate for the program selected), and/or that I do not meet all financial obligations related to enrollment and continuing enrollment. I understand that my financial obligations to The Art Institute must be paid in full before a diploma or degree may be awarded and before transcripts will be issued. I accept that, to the extent permitted by law, I am responsible for all reasonable collection agency and attorney fees incurred in attempting to collect my unpaid debt to The Art Institute. The Enrollment Agreement and catalog, together with other published Art Institute policies and procedures

NOW, THEREFORE, having read and received a copy of this Enrollment Agreement and intending to be legally bound by it, the parties have signed this Enrollment Agreement on the dates below written.

Student Signature _____ Date _____ Parent's (or Guardian's) Signature (If Applicant is under 18 years of age) _____ Date _____

Signature of Accepting Official from School _____ Date _____ Parent's (or Guardian's) Address _____

Title of Accepting Official _____

You, the student (buyer), may cancel this transaction by signing below and returning this form to The Art Institute of Austin at any time prior to midnight of the fifth (5th) business day after the Enrollment Agreement is signed.

Date of this transaction _____ Last Date to cancel this transaction _____

I wish to cancel this transaction with The Art Institute of Austin.

Signature _____ Date _____

and separate student housing agreement, if any, shall constitute the entire agreement between the student and The Art Institute. I understand and agree that they supersede any prior or contemporaneous oral or written agreements or statements and may not be modified without the written agreement of the President of The Art Institute. I also understand that this Agreement constitutes a binding contract upon acceptance by The Art Institute. If I elect a financial aid plan, the plan will be in compliance with the Federal Truth in Lending retail installment requirements and the plan becomes a part of this Enrollment Agreement. This contract or note is for future consumer services and puts all assignees on notice of the consumer's right to cancel under Texas' fair trade practices rule. A copy of the catalog can be found online at <http://www.artinstitutes.edu/>.

Supplies and Textbooks

The average monthly cost of consumable supplies and textbooks by program is as follows:

- Audio Production \$120
- Culinary Arts (all degrees) \$70
- Design & Technical Graphics \$125
- Digital Filmmaking & Video Production \$125
- Fashion & Retail Management \$120
- Graphic Design \$120
- Interior Design \$125
- Media Arts & Animation \$120
- Photography \$250
- Web Design & Interactive Media \$120

Please note that the actual costs often occur at the start of a quarter, and are not evenly spread throughout the quarter.

Tuition Policies

I understand that I am responsible for tuition and fees pertaining to the program's required course of study. The tuition and fees contained in this Enrollment Agreement are subject to change. The per credit hour rate is subject to an increase at least once per calendar year which will increase the total amount for the program. The adjustment to the per credit hour rate may occur before I begin classes and my program will be calculated using the new rate. Any changes to tuition and fees will be published to students.

Fees & Supplies

An Application for Admission and Enrollment Agreement must be completed and signed by the applicant (and parent or guardian if applicable) and sent to The Art Institute of Austin with a \$50 application fee.

Starting kit prices are subject to change. The optional starting kit includes materials/textbook(s) necessary for most first quarter courses of study, although it does not contain textbooks required for General Education courses. General Education textbooks may be purchased separately. It also contains expendable supplies that will need to be replenished at the student's expense. The starting kit is optional and consists of basic equipment, first-quarter textbooks and materials required for beginning each program. A list of the components of the starting kit is provided to each enrolled student. These materials may be purchased at The Art Institute of Austin or at most supply stores. In subsequent quarters, students will need to purchase additional textbooks and materials.

First quarter tuition and fees for new students become due 60 days prior to entry. Thereafter, quarterly tuition for each succeeding quarter is due upon registration. A student may not register for any academic quarter of study unless all tuition and fees due have been paid, or unless the student has made arrangements for an approved alternative payment plan.

Tuition is charged on a quarter-by-quarter basis. Students are not obligated beyond the quarter they are currently attending.

The Art Institute of Austin may extend students credit during periods when financial aid application materials are in process and/or provide students with the convenience of paying their balance of costs through periodic payments. Should a student withdraw from the program for any reason prior to the disbursement of financial aid funds, the student is responsible for any account balance remaining. The Art Institute of Austin reserves the right to withdraw extension of credit for any reason of non-payment or default of such payments. Non-payment of account to The Art Institute of Austin may result in additional collection costs to the fullest extent permitted by applicable law.

Interest Charged on any Outstanding Balances

For any students enrolling, re-enrolling or changing their academic program, the student understands and agrees that he/she will be liable for interest charges. Interest charges will be assessed on his/her account balance until the balance is paid in full. Interest will be charged at 12% per annum on the student's adjusted outstanding balance at the end of each month. The adjusted outstanding balance is defined as all charges incurred by the student for attendance at the school (including any transfer balances or prior balances from the student's previous education) at the end of the prior month, including but not limited to tuition, fees, housing charges, late registration fees, fines, damages, etc., less the total amount paid to the student's account at the end of the current month including financial aid that the student has been awarded but has not been paid for the quarter provided that the student and/or the student's parent(s) have completed all the requirements for the award. The student understands and agrees that his/her adjusted outstanding balance is different from his/her student payment plan and that the student's financial aid award may be reduced or eliminated if the student does not complete all of the requirements for financial aid.

Refund Policy

In all cases, refunds will meet or exceed the requirements of TEC Section 132.061.

As allowed under federal, state, and accreditation agency rules, the refund policy may be changed. Students will be notified 60 days in advance of any changes.

RETURN OF FEDERAL TITLE IV AID

In compliance with Federal regulations, the school will determine how much Federal student financial assistance the student has earned or not earned when a student withdraws from school.

The school will calculate the percentage and amount of awarded Federal student financial assistance that the student has earned if the student withdraws up through the 60 percent point of the term. If the student has completed more than 60 percent of the term, the student earns 100 percent of the Federal student financial assistance.

The amount earned will be based on the percentage of the term that was completed in days up to and including the last date of attendance. To calculate the amount earned, the school will determine the percentage by dividing the number of calendar days completed in the term up to and including the last date of attendance by the total number of calendar days in the term.

If the student received more than the amount of Federal student financial assistance earned, the difference will be returned to the Federal student financial assistance programs from which funds were received in the following order: Unsubsidized Stafford Loan, Unsubsidized Direct Loan, Subsidized Stafford Loan, Subsidized Direct Loan, Perkins Loan, PLUS Loan, Pell Grant, ACG, SMART, SEOG. Funds will be returned to the aid source within 45 days of the date that the school determines that the student has withdrawn.

If more Federal student financial assistance has been earned than has been received, the student may be eligible for a post-withdrawal disbursement. The school will notify the student of any post-withdrawal disbursement for which the student may be eligible and what steps need to be taken for the Federal financial assistance funds to be received.

If Federal student financial assistance funds need to be returned, the institution must return a portion or all of the unearned funds equal to the lesser of:

- The institutional charges multiplied by the percentage of the unearned Federal student financial assistance funds; or
 - The entire amount of unearned funds.
- If there are remaining unearned Federal financial aid funds to be returned, the student must return any loan funds that remain to be returned in accordance with the terms and conditions of the promissory note. If the remaining amount of funds to be returned include grant funds, the student must return any amount of the overpayment that is more than half of the grant funds received. The school will notify the student as to the amount owed and how and where it should be returned.

STUDENT WITHDRAWAL

The student may voluntarily withdraw from school by notifying the Office of the Registrar in writing or in person. The refund policies outlined above shall apply in the event that a student withdraws, is suspended or is terminated from school.

A student who withdraws from a program before the end of week 9 will be assigned a "W" code for each course within that quarter. To withdraw from a program, a student must notify the Registrar's Office. Every course for which a student receives an "F" or a "W" grade/code must be repeated and completed with a passing grade in order to graduate. The original grade/code and the subsequent passing grade(s) will remain on the record for reference purposes. However, when a course is successfully repeated, only the passing grade will be computed in the grade point average. Tuition is charged for repeated courses.

When a final course grade has been established and recorded in the student record, the grad may not be changed without approval by the Academic Director or Chair and the Dean of Academic Affairs. Withdrawals and failed courses can affect the student's Incremental Completion Rate and ability to succeed.

Examples of the calculations are available in the Student Accounting office.

REFUND POLICY PRIOR TO MATRICULATION

Applicants may cancel their enrollment in person or in writing before the beginning of classes. An applicant not requesting cancellation before the scheduled starting date indicated on this Enrollment Agreement will be considered a student.

1. All monies paid by applicants will be refunded if they are not accepted for admission.
2. All monies paid by the applicant will be refunded if requested by the applicant within five business days after signing this Enrollment Agreement and making an initial payment.
3. Applications requesting cancellation more than five business days after signing the Enrollment Agreement (and making an initial payment) but prior to the beginning of classes will receive a refund of all monies paid, less the \$50 application fee when requested in writing.
4. All tuition and fee monies paid by applicants will be refunded if requested within three business days after their first tour of the school and inspection of equipment or if requested within three business days of the student's attendance at the regularly scheduled orientation program for their starting quarter, whichever is sooner.

5. Refunds will be made within 30 calendar days after the applicant's/student's request or within 30 calendar days after his/her first scheduled class day.

ADJUSTMENT OF CHARGES FOR SESSION I & II

In accordance with school policy, if a student withdraws from school, the school will earn tuition and fees as follows, based on the week in which the student withdraws:

- Week One—25% - Week Two—50%
- Week Three—75% - After Week Three—100%

Examples of the calculations for this policy are available in the Student Accounting Office.

In the event enrollment was procured as a result of any misrepresentation in the school's advertising or promotional material of the school, or a representative of the school, The Art Institute of Houston will provide a full refund. The Art Institute of Austin may change the refund policy with 60 days notice.

RETURN OF TITLE FUND IV AID SESSIONS II

The Return of Title IV Calculation as described in the Enrollment Agreement for the Session II classes will apply using the Session II start and end dates.

REFUND POLICY AFTER MATRICULATION, ALL QUARTERS

In the event of withdrawal by the student or termination by The Art Institute of Austin during any quarter of study:

1. Prepaid tuition and fees for any period beyond the student's current quarter will be refunded in full.
 2. The school shall determine the date of withdrawal within thirty days after the last date of attendance and shall pay the refund within thirty days of making that determination. The refund shall be paid to the student, unless payment to a lender or other entity is required by the terms of a student financial aid program in which the school participates.
 3. The student may voluntarily withdraw from training by notifying the Office of the Registrar in person or in writing. The termination date will be the student's last date of attendance. For a student who attended a previous quarter of study and did not indicate that he/she was not returning, refunds will be made within thirty days of the first scheduled day of class in the quarter in which the student was expected to return.
 4. In the event of a fully documented extreme illness or personal emergency that makes it impractical for the student to complete the program, The Art Institute of Austin may modify the tuition refund policy as deemed appropriate to the circumstances.
 5. A separate lease agreement and refund policy exists for students who lease housing accommodations arranged by The Art Institute of Austin. The Art Institute of Austin reserves the right to apply any student payment, or any refund due a student, to any student financial liability.
 6. Each academic quarter is 11 weeks in duration. The calculation of refunds is based upon the last day of attendance within the quarter.
 7. Session II academic quarters are approximately five weeks in duration.
- Information in the catalog or student handbook will apply except for the following changes specific to Session II classes.
- Add/Drop period is two days from the start of Session II classes. If you drop or add one or more classes your financial aid eligibility may change. Please see your Financial Aid Officer before you drop or add a class.

REFUND POLICY FOR ONLINE COURSE WITHDRAWAL

Students who withdraw from a Session I or Session II online course after the drop/add period are treated the same way as if they withdrew from an on-ground class. Session II classes begin the day after the Session I classes end and runs five weeks. The ending date of the second session may not coincide with ending date of the on-ground classes.

SUPPLY STORE RETURN POLICY FOR SESSION I & II

If kits, components of the kit, books, supplies, or uniforms, are returned to the Supply Store in resalable, completely unused condition within 21 days of withdrawal, a credit will be given.

General Information and Understandings

STUDENT RIGHT TO KNOW

Information on graduation completion rates, for first-time, full-time students is available through the Admissions Office. These rates are calculated according to guidelines in the "Student-Right-to-Know Act."

STUDENT RETENTION RATES

According to regulations published by the Department of Education the retention rate of certificate or degree seeking first time, undergraduate students must be made available to all enrolled students and prospective students. You may obtain this information in the Admissions Office.

According to regulations published by the Department of Education the retention rate of certificate or degree seeking first time, full time undergraduate students is 59% These rates combine the retention rates from the main school campus and all its branch campuses. The retention rate for first-time, full-time students at this location is 60%.

ARBITRATION

Every student and The Art Institute of Austin agrees that any dispute or claim between the student and The Art Institute of Austin (or any company affiliated with The Art Institute of Austin, or any of its officers, directors, trustees, employees or agents) arising out of or relating to a student's enrollment or attendance at The Art Institute of Austin whether such dispute arises before, during, or after the student's attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at the student's or The Art Institute of Austin's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein. This policy, however, is not intended to modify a student's right, if any, to file a grievance with any state educational licensing agency.

If a student decides to initiate arbitration, the student may select either, JAMS or the National Arbitration Forum ("NAF") to serve as the arbitration administrator pursuant to its rules of procedure. If The Art Institute of Austin intends to initiate arbitration, it will notify the student in writing by regular mail at the student's latest address on file with The Art Institute of Austin, and the student will have 20-days from the date of the letter to select one of these organizations as the administrator. If the student fails to select an administrator within that 20-day period, The Art Institute of Austin will select one.

The Art Institute of Austin agrees that it will not elect to arbitrate any undividable claim of less than the relevant jurisdictional threshold that a student may bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if a student's claim exceeds than the relevant jurisdictional threshold The Art Institute of Austin reserves the right to elect arbitration and, if it does so, each student agrees that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER A STUDENT OR SOUTH UNIVERSITY CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, A STUDENT WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT A STUDENT OR SOUTH UNIVERSITY WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against a student may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which the student resides. Upon a student's written request, The Art Institute of Austin will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500 per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act (FAA), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision.

This arbitration provision shall survive the termination of a student's relationship with The Art Institute of Austin. If a student has a question about the arbitration administrator mentioned above, the student can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, HYPERLINK "<http://www.jamsadr.com>" www.jamsadr.com, 8003525267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, www.arbforum.com, 800-474-2371.

TRANSFERABILITY OF CREDITS

The Art Institute of Austin is a branch of The Art Institute of Houston. The Art Institute of Houston is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of The Art Institute of Houston.

The Art Institute of Austin holds a Certificate of Authorization acknowledging exemption from Texas Higher Education Coordinating Board regulations. However, the fact that a school is authorized and accredited is not necessarily an indication that credits earned at that school will be accepted by another school.

In the U. S. higher education system, transferability of credit is determined by the receiving institution taking into account such factors as course content, grades, accreditation, and licensing. The goal of The Art Institute is to help you to prepare for entry-level employment in your chosen field of study.

The value of degree programs like those offered by The Art Institute is their deliberate focus on marketable skills. The credits earned are not intended as a stepping stone for transfer to another institution. For this reason, it is unlikely that the academic credits you earn at The Art Institute will transfer to another school. Programs offered by one school within The Art Institutes system may be similar to but not identical to programs offered at another school within the system. This is due to differences imposed by state law, use of different instructional models, and local employer needs. Therefore, if you decide to transfer to another school within The Art Institutes system, not all of the credits you earn at The Art Institute may be transferable into that school's program.

If you are considering transferring to either another school within The Art Institutes system or an unaffiliated school, it is your responsibility to determine whether that school will accept your credits from The Art Institute. We encourage you to make this determination as early as possible. The Art Institute does not imply, promise, or guarantee transferability of its credits to any other institution.

HOUSING

A housing deposit is due within 30 days of application in order to reserve a place in student housing. The deposit is \$150 for the 4 student/2 bedroom apartment. \$50 of the deposit is non-refundable. School-sponsored housing costs are in addition to tuition and a separate agreement is entered into for that purpose. See the Housing Office for details.

EMPLOYMENT ASSISTANCE

The Art Institute does not guarantee employment or any particular level of compensation following graduation. The Art Institute does, however, offer assistance in finding employment to all eligible graduates at no additional charge. Graduates who confine employment considerations to the metropolitan area served by The Art Institute may limit the particular employment opportunities available to them.

POLICIES AND PROCEDURES

The student is enrolled on a continuing quarter-by-quarter basis and agrees to comply with all published Art Institute policies and procedures. The Art Institute reserves the right to add, delete or modify its policies and procedures.

CLASS SESSIONS

Classes are in session six days a week, Monday through Saturday. Students are scheduled by The Art Institute to meet their total weekly hour requirement through a combination of morning, afternoon, and evening classes. The weekly hour requirement is scheduled to be completed in a minimum of 3 days and a maximum of 5 days during each week. Individual times and days of attendance vary by department and quarter level and are assigned and generally announced to students in advance of each quarterly start date. The Art Institute reserves the right to change a student's class session schedule from time to time, according to classroom, studio, shop and/or lab availability, and academic and student distribution circumstances.

From time to time, instructional activities may occur at an off-campus location appropriate for the particular activity.

INSTRUCTIONAL EQUIPMENT

Instructional equipment will be made available according to the program curriculum to enable the student to acquire an understanding of those fundamental principles of such equipment that the student would be expected to encounter in an entry-level position in the field. Such equipment must be shared by students; accordingly, The Art Institute cannot guarantee students hands-on usage of such equipment beyond that called for in the curriculum. To complete the requirements of his/her program, the student may have to schedule use of the equipment outside normal class hours.

HOMEWORK

In addition to regular attendance at scheduled classes, the student will be required to devote additional time each week outside the classroom studying and working on assigned projects.

CURRICULUM

The Art Institute reserves the right to revise course contents, course titles, and the sequencing of classes, subject to applicable regulatory approval.

REQUIREMENTS FOR GRADUATION

To be qualified to graduate, a student must:

1. Receive a passing grade or credit for all course work;
2. Achieve a minimum CGPA of 2.0;
3. Satisfy the required standards set by The Texas Higher Education Coordinating Board for Texas Success Initiative or meet the criteria for exemptions prescribed by THECB;
4. Satisfy all financial obligations to The Art Institute.

CANCELLATION OF START DATE

Cancellation of a scheduled class start date for any program shall entitle the enrollee to elect either: (1) a guaranteed reservation in the next scheduled class for that program, or (2) cancellation of enrollment with a full refund of all monies paid.

NONDISCRIMINATION

The Art Institute of Austin does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, sexual orientation, disability, genetic marker, or any other characteristic protected by state, local or federal law in the administration of any of its educational programs or activities, or with respect to admission or employment.

For information on The Art Institute's equal opportunity policy and grievance procedure, please contact the Dean of Academic Affairs, The Art Institute of Austin, 101 W. Louis Henna Blvd., Suite 100, Austin, Texas 78728 Call toll free 1-866-583-7952.

SALE, DISCOUNT OR TRANSFER OF AGREEMENT

The student consents to the sale, discount, or other transfer of this Agreement with the understanding that in such event, the cancellation and refund policies would continue to apply.

NON-PAYMENT OF CHARGES

Non-payment of tuition, housing, fees and/or other charges due to The Art Institute will result in the student being obligated for additional collection costs, collection agency costs, and legal costs. In addition, we reserve the right to report your failure to pay amounts owed to one or more national credit bureau organizations and not release your academic transcript until all your debts to us are paid in full.

For checks issued to The Art Institute that are returned due to insufficient funds, a \$25.00 processing fee may be charged. When a check is returned, The Art Institute reserves the right to require payment by cash or certified funds.

HOLDER IN DUE COURSE

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amounts paid by the debtor hereunder.