

THE CENTER FOR PROFESSIONAL DEVELOPMENT

10 BROOKLINE PLACE WEST, BROOKLINE, MA 02445 • 1-800-903-4425 • FAX 617-582-4500

ENROLLMENT AGREEMENT

Please Print

Name of Student _____
(Last Name) (First Name) (Middle)

Current Address _____
(Street, P.O. Box)

(City) (State) (Zip)

Telephone # () () _____
(Home) (Business)

Check semester starting date:

- FEBRUARY 2008 APRIL 2008 JUNE 2008
 SEPTEMBER 2008 OCTOBER 2008 JANUARY 2009

Certificate Program

in which you are enrolling: (please check one)

- Advanced Web Site Development**
 Computer-Aided Design & Documentation
 Digital Audio Production
 Digital Graphic Design
 Digital Photography
 Digital Video Production
 Residential Interior Decorating
 Web Site Development
 MAC WORKSHOP: 2 Evenings

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. THE NEW ENGLAND INSTITUTE OF ART MAY KEEP ONLY A PORTION OF THE TUITION OR OTHER CHARGES FOR THIS REASON. IF THE INSTITUTE CEASES TO OFFER AN INDIVIDUAL PROGRAM AND THIS PROGRAM IS NOT "TAUGHT OUT," A FULL REFUND WILL BE GIVEN.

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. If there is an approved payment plan, then this plan, when signed by the student, and accepted by The New England Institute of Art becomes an official rider to this 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 age.) I understand that my enrollment and The New England Institute of Art obligations under the Enrollment Agreement (except the cancellation and refund provisions) may be terminated by The New England Institute of Art if I fail to comply with The New England Institute of Art attendance, conduct, academic, and/or financial requirements. I understand that The New England Institute of Art also reserves the right to cancel my enrollment if The New England Institute of Art determines (1) that I have demonstrated poor academic potential (as determined through testing, evaluation of transcript records or any other academic evaluations deemed appropriate for the program selected), and/or (2) that I do not meet all financial obligations related to enrollment and continuing enrollment. I understand

that my financial obligations to The New England Institute of Art must be paid in full before a certificate may be awarded.

The Enrollment Agreement, together with other published The New England Institute of Art policies, procedures, and student conduct codes shall constitute the entire agreement between the student and The New England Institute of Art. The student and The New England Institute of Art 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 college.

This Agreement shall not be binding until it signed by the student and accepted by the college.

	Advanced Web Site Development	Computer-Aided Design & Development	Digital Audio Production	Digital Graphic Design	Digital Photography	Digital Video Production	Residential Interior Decorating	Web Site Development
Current Tuition	\$3,300	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800
Application/Registration Fee	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Textbooks	\$100	\$35	\$45	\$150	\$190	\$50	\$190	\$175
Supplies	\$50	\$50	\$50	\$50	\$100	\$50	\$140	\$50
MAC Intro*	\$210	0	\$210	\$210	\$210	\$210	0	\$210
TOTAL: Textbooks & Supplies**	\$135	\$85	\$95	\$200	\$240	\$100	\$315	\$225

**This is an estimate of textbooks and supplies. The actual cost may vary.

TUITION: Payable either in full before the first course of the certificate program or participants may request a monthly payment plan. Payments are due the first of each month. Students are responsible for tuition and fees pertaining to the program's required course of study. Students can expect an increase in the per credit hour rate at least once per year, which will increase the total amount for the program. The tuition and fees contained in this Enrollment Agreement are subject to change. Any changes to tuition and fees will be published to students as they are made.

* The **Mac Intro Workshops** are only required of students who do not have a basic proficiency using the Mac Platform. Students familiar with the Mac platform will have the cost waived.

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's signature Date

 Parent's (or Guardian's) signature Date
(If student is under 18 years of age)

 Signature of Accepting Official from The New England Institute of Art Date

 Parent's (or Guardian's) address

 Title of Accepting Official Date

Both sides of this agreement and the Financial Plan constitute the entire Enrollment Agreement

Placement Assistance

Neither placement assistance nor job counseling is available for continuing education programs.

Transfer of Credit

I understand that these programs are designed for continuing education purposes and, do not provide academic credits and that The Center for Professional Development coursework is not transferable to other programs or institutions.

Student's Right To Cancel

The student has the right to cancel this contract until midnight of the 5th business day after signing the Enrollment Agreement.

Notice of cancellation shall be made in writing to:

*Registrar
The New England Institute of Art
10 Brookline Place West
Brookline, MA 02445-7295*

Refund Policy

- A. When notice of cancellation is given within the 5th business day of signing the Enrollment Agreement, but prior to the first day of class, all application/registration fees, tuition, and any other charges shall be refunded to the students. If books and materials provided by the school are part of the tuition, they must be returned, in original condition, before the refund will be processed.
 - B. When notice of cancellation is given after the 5th business day after signing the Enrollment Agreement but prior to the close of business on the student's first day of scheduled class attendance, the school may retain no more than the application/registration fee of \$50.
 - C. The Refund Policy is based on attendance by class determined on a weekly basis. The following schedule details the amount of tuition and fees The New England Institute of Art will keep:
 - Withdrawal week 1: \$950 + application fee*
 - Withdrawal week 2: \$1,900 + application fee*
 - Withdrawal week 3 & 4: \$2,850 + application fee*
 - Withdrawal after week 4: \$3,800 + application fee*Advanced Website Development only:
 - Withdrawal week 1: \$825 + application fee*
 - Withdrawal week 2: \$1,650 + application fee*
 - Withdrawal week 3 & 4: \$2,475 + application fee*
 - Withdrawal after week 4: \$3,300 + application fee*
1. A student who on personal initiative and without solicitation enrolls, starts and completes the course of instruction before the 5th day after the Enrollment Agreement is signed, is not subject to the refund provisions of this section.
 2. Applications not accepted by the college shall receive a refund of all tuition and fees paid.
 3. Application/registration fees shall be charged at initial enrollment and shall not exceed \$50.
 4. All deposits or down payments shall become part of the tuition and/or fees.
 5. If the college cancels or discontinues a course, the student shall have all tuition, fees and other charges refunded.
 6. The college shall make all student refunds within 30 calendar days from the date of receipt of the student's cancellation.
 7. A student may give notice of cancellation in writing. Absence of a student from college for more than 3 class days shall constitute constructive notice of cancellation to the school. For purpose of cancellation the date shall be the last day of attendance.
 8. The college reserves the right to make refunds, which exceeds those prescribed in this section.

***Please Note:** Students enrolled in a dual certificate, residents of Brookline, The New England Institute of Art students and graduates, members of the Boston Chamber of Commerce, Brookline Chamber of Commerce, Better Business Bureau and MITX members can qualify for a 10% discount on any of our certificate programs.

The 10% discount can only be applied to one certificate program at a time for individuals belonging to these aforementioned groups.



Arbitration

You and The New England Institute of Art agree that any dispute or claim between you and the college (or any company affiliated with the college, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this Enrollment Agreement or, absent such Agreement, your enrollment or attendance at the college, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or the college's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein.

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

The New England Institute of Art agrees that it will not elect to arbitrate any individual claim of less than \$5,000 that you 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 your claim exceeds \$5,000, the college reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER YOU OR THE NEW ENGLAND INSTITUTE OF ART 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, YOU 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 YOU OR THE NEW ENGLAND INSTITUTE OF ART 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 you 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 you reside. Upon your written request, the college 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 or this Agreement 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 your relationship with the college. If you have a question about the arbitration administrators mentioned above, you can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com, 800-352-5267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, www.arb-forum.com, 800-474-2371.

The above supersedes any inconsistent arbitration provision published in any other document.