



## Graduate Assistance

Neither graduate assistance nor job counseling is available for continuing education programs or single courses.

## Transfer of Credit

I understand that these programs and courses 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*Pro Tools certification only:
    - Withdrawal week 1: 25% of tuition + application fee*
    - Withdrawal week 2: 50% of tuition + application fee*
    - After Withdrawal week 2: 100% of tuition + application fee*
1. A student who on personal initiative 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 New England Institute of Art shall receive a refund of all tuition and fees paid.
  3. Application fee 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 New England Institute of Art cancels or discontinues a course, the student shall have all tuition, fees and other charges refunded.
  6. The New England Institute of Art 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 The New England Institute of Art 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 New England Institute of Art reserves the right to make refunds, which exceeds those prescribed in this section.

## Arbitration

You and The New England Institute of Art agree that any dispute or claim between you and The New England Institute of Art (or any company affiliated with The New England Institute of Art, 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 New England Institute of Art, 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 New England Institute of Art'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 New England Institute of Art 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 New England Institute of Art 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 New England Institute of Art. 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.

**\*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 and courses.

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