

The Art Institute of Houston—North 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 Houston—North 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 Houston—North 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.

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.

REFUND POLICY AFTER MATRICULATION, ALL QUARTERS

In the event of withdrawal by the student or termination by The Art Institute of Houston—North 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 Houston—North 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 Houston—North. The Art Institute of Houston—North 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.

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. 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 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.

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%

All refunds and return of funds will be made within 30 days of the date that the student notifies the school of the withdrawal.

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

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 re-salable, completely unused condition within 21 days of withdrawal, a credit will be given.

THE ART INSTITUTES MILITARY DISCOUNT

You and your family have worked hard to protect our nation. That is why The Art Institutes system of schools is so proud to offer our service men and women a special tuition discount and fee waiver program.

If your VA benefit (including Chapter 33) does not cover your tuition costs and you are on active duty, in the National Guard, or are an eligible spouse, The Art Institutes will discount your scheduled tuition by 10% as well as waiving all application and registration fees.

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.

HANDLING OF STUDENT COMPLAINTS

Questions or concerns regarding compliance with the terms of this Enrollment Agreement may be directed to the Campus Director at The Art Institute of Houston—North.

ARBITRATION

Every student and The Art Institute of Houston—North agrees that any dispute or claim between the student and The Art Institute of Houston—North (or any company affiliated with The Art Institute of Houston—North, 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 Houston—North 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 Houston—North'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 Houston—North 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 Houston—North, 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 20day period, The Art Institute of Houston—North will select one.

The Art Institute of Houston—North 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 Houston—North 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 THE ART INSTITUTE OF HOUSTON—NORTH 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 Houston—North 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 Houston—North. 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.

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

TRANSFERABILITY OF CREDITS

The Art Institute of Houston—North is a branch campus 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 Houston—North 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 of Houston—North 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's system 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 of Houston — North will **transfer to another school**.

Programs offered by one school within The Art Institute's 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 Institute of Houston—North, not all of the credits you earn at The Art Institute of Houston—North 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 of Houston—North. We encourage you to make this determination as early as possible. The Art Institute of Houston—North does not imply, promise, or guarantee transferability of its credits to any other institution.

EMPLOYMENT ASSISTANCE

The Art Institute of Houston—North does not guarantee employment or any particular level of compensation following graduation. The Art Institute of Houston—North 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 of Houston—North 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 policies and procedures published by The Art Institute of Houston—North. The Art Institute of Houston—North reserves the right to add, delete, or modify its policies and procedures.

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.

CLASS SESSIONS

Classes are in session six days a week, Monday through Saturday. Students are scheduled by The Art Institute of Houston—North 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 of Houston—North 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 of Houston—North 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 of Houston—North 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 all financial obligations to The Art Institute of Houston — North.

CANCELLATION OF START DATE

Cancellation of a scheduled class start date for any program shall entitle the enrollee to elect either: (1) a 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 Houston—North does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, sexual orientation, disability, 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 of Houston—North's equal opportunity policy and grievance procedure, please contact the Associate Dean at The Art Institute of Houston—North, 10740 North Gessner Drive, Suite 190 Houston, TX 77064. Call 281-671-3381.

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 of Houston—North 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 of Houston—North that are returned insufficient, a \$25.00 processing fee may be charged. When a check is returned, the college 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 debt shall not exceed the amounts paid by the debt or here under.

OTHER INFORMATION

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.