

CHECK QUARTER STARTING DATE:

August 20, 2009* SUMMER II

Program For Which You Are Applying For (Check one):

ASSOCIATE OF APPLIED SCIENCE DEGREE PROGRAMS:

- Baking & Pastry Arts**
Seven 11 - week quarters
77 weeks - 108 credits
- Culinary Arts**
Seven 11 - week quarters
77 weeks - 108 credits
- Culinary Arts Evening/Weekend***
Nine 11 - week quarters
99 weeks - 108 credits
- Graphic Design**
Seven 11 - week quarters
77 weeks - 108 credits
- Graphic Design Evening/Weekend***
Nine 11 - week quarters
99 weeks - 108 credits
- Fashion Marketing**
Twelve 11 - week quarters
132 weeks - 186 credits
- Game Art & Design**
Twelve 11 - week quarters
132 weeks - 186 credits
- Graphic Design**
Twelve 11 - week quarters
132 weeks - 186 credits
- Graphic Design Evening/Weekend***
Twelve 11 - week quarters
132 weeks - 186 credits
- Interior Design**
Twelve 11 - week quarters
132 weeks - 186 credits

BACHELOR OF ARTS DEGREE PROGRAMS:

- Advertising**
Twelve 11 - week quarters
132 weeks - 186 credits
- Culinary Management**
Twelve 11 - week quarters
132 weeks - 186 credits
- Culinary Management Evening/Weekend***
Twelve 11 - week quarters
132 weeks - 186 credits
- Digital Filmmaking & Video Production**
Twelve 11 - week quarters
132 weeks - 186 credits
- Digital Photography**
Twelve 11 - week quarters
132 weeks - 186 credits
- Media Arts & Animation**
Twelve 11 - week quarters
132 weeks - 186 credits
- Visual Effects & Motion Graphics**
Twelve 11 - week quarters
132 weeks - 186 credits
- Visual & Game Programming****
Twelve 11 - week quarters
132 weeks - 186 credits
- Web Design & Interactive Media Evening/Weekend***
Twelve 11 - week quarters
132 weeks - 186 credits

*Those students who fulfill all requirements for graduation earn an Associate of Applied Science (AAS) or Bachelor of Arts (BA) degree.
*Evening/Weekend Option may increase the length of time and number of quarters to complete the degree.
**Program offered Summer I, 2009 (July 13, 2009)*

Last Name	First Name	
Street Address or P.O. Box		
City	State	Zip
Home Phone Number		Business Phone Number
Student ID Number	ADA Initials	ADA Number
		ID#

The current tuition and fees applicable to The Art Institute's programs are as follows:
(Current Tuition is charged at \$449.00 per credit hour)

FINANCIAL INFORMATION

Current Schedule of Charges*

	Baking & Pastry Arts (AAS)	Culinary Arts (AAS)	Culinary Arts Evening/Weekend (AAS)	Graphic Design (AAS)	Advertising (BA)	Culinary Management (BA)	Digital Filmmaking & Video Production (BA)	Digital Photography (BA)	Fashion Marketing (BA)	Game Art & Design (BA)	Graphic Design (BA)	Interior Design (BA)	Media Arts Animation (BA)	Visual Effects & Motion Graphics (BA)	Visual & Game Programming (BA)	Web Design & Interactive Media (BA)
Number of Quarters	(7)	(7)	(9)	(7)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)
Tuition per quarter*	\$7,184	\$7,184	\$5,388	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184	\$7,184
Starting kit **	\$1,585	\$1,555	\$1,555	\$1,145	\$1,260	\$1,555	\$1,205	\$2,945	\$1,150	\$935	\$1,145	\$1,235	\$935	\$935	\$935	\$1,000
Lab fee per quarter***	\$300	\$300	\$234	\$0	\$0	\$300	\$0	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Application Fee	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Enrollment Fee	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Activity Fee	\$35	\$35	\$35	\$35	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$35	\$50
Total tuition & fees for program****	\$52,362	\$52,332	\$52,338	\$49,822	\$84,974	\$88,869	\$84,919	\$87,199	\$84,864	\$84,649	\$84,949	\$84,949	\$84,649	\$84,649	\$84,649	\$84,714

* The 7th quarter of study cost will be \$5,388.00 for the Graphic Design A.A.S. degree based on 12 credits. The Bachelor of Arts degree programs are based on 10 quarters at 16 credits (\$7,184.00 per quarter) and 2 quarters at 13 credits (\$5,837.00 per quarter). **Kit price subject to change.
*** Monthly consumable supplies included with the \$300 and \$234 per quarter lab fee. The Culinary lab fee will be treated as part of the tuition for refunding purposes.
****The total tuition charge for any program will be increased from the above stated charges if a student is required to take developmental studies courses. Additional tuition for those courses can vary between \$4,041-\$36,369 depending on number of developmental courses required, at current tuition. Total cost will increase with each per credit hour tuition increase.

RIGHT TO CANCEL WITHOUT PENALTY OR OBLIGATION

THE APPLICANT MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND OF ALL MONIES PAID TO DATE IF CANCELLATION IS MADE IN WRITING TO THE DIRECTOR OF ADMISSIONS AND MAILED/ DELIVERED TO THE ART INSTITUTE AT THE ADDRESS STATED HEREIN WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE OF SIGNATURE. 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 SERVICE CEASES TO BE OFFERED BY THE ART INSTITUTE. (SEE REVERSE SIDE FOR REFUND POLICY PRIOR TO MATRICULATION.) Please do not sign this Enrollment Agreement before you read it in its entirety; both sides constitute the entire enrollment agreement. 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 Agreement.

STUDENT ACKNOWLEDGMENTS

I have received and read a copy of The Art Institute's current catalog, the provisions of which I accept. 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 deny my enrollment if The Art Institute determines (i) that I have demonstrated poor academic potential as determined through evaluation of transcript records or any other academic evaluations deemed appropriate for the program selected, and/or (ii) 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 of Phoenix.

The Enrollment Agreement and catalog, together with other published Art Institute policies, procedures, student conduct codes, 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 Art Institute President.

I also understand that this agreement constitutes a binding contract upon acceptance by The Art Institute. 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 here under by the debtor shall not exceed amounts paid by the debtor. My signature below signifies that I have read and understand all aspects of this agreement and do recognize my legal responsibilities in regard to this contract.

HOLDER IN DUE COURSE STATEMENT

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. (FTC Rule effective 5-14-76.)

PROGRAM PRICING STATEMENT

Upon a student's submission of an Application, Enrollment Agreement, Application fee of \$50 and Enrollment fee of \$100. The student is responsible for tuition and fees pertaining to the program's required course of study. The student 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.

Reentering students will be subject to the current per credit hour tuition charge at the time of re-enrollment.

Each school quarter is approximately 11 weeks. An application fee of \$50.00 is to be submitted with the Application for Admission. The enrollment fee of \$100 is due within 10 days after this Enrollment Agreement is signed. Special U.S. and overseas trips are voluntary and are not included in regular tuition and fees.

If a student elects to enter into a financial plan, the financial plan will be in compliance with the Federal Truth in Lending installment requirements and will become a part of this Enrollment Agreement

The starting kit consists of some of the 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 or at most supply stores. In addition to the starting kit, the average costs of consumable supplies, text books, and equipment by program are as follows:

ESTIMATED QUARTERLY SUPPLY & TEXT COSTS

- Advertising** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Baking & Pastry Arts** ^(AAS)
Text: \$45/Mo.
- Culinary Management** ^(BS)
Text: \$45/Mo.
- Digital Filmmaking & Video Production** ^{(BS)*}
Supplies: \$100/Mo.
Text: \$45/Mo.
- Digital Photography** ^(BA)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Fashion Marketing** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Game Art & Design** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Graphic Design** ^(AAS / BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Interior Design** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Media Arts & Animation** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Visual Effect & Motion Graphics** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Visual & Game Programming** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.
- Web Design & Interactive Media** ^(BS)
Supplies: \$100/Mo.
Text: \$45/Mo.

*Students must have access to a video camera or camcorder.**

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

THE APPLICATION PROCESS

As part of the application process, applicants are required to independently conceive and write an essay why he/she plans to be successful as a college student and industry professional. Applicants must also present a record of accomplishments in core academic courses as evidenced through transcript grade point average or upon evaluation of GED scores. All applications of prospective students will be reviewed by the Admissions Committee to determine if the applicant has a reasonable chance for academic success in his/her chosen program of study. All information gathered in the admissions process will be considered during the review process (including but not limited to: interview, transcripts, essay, and portfolio). Successful admission into The Art Institute and a satisfactory program start is dependent upon all information gathered and evaluated during the admissions process as well as meeting all other requirements stated in this agreement. A review of the results of any nationally-based exam (preferred but not required) such as the SAT or ACT and a personal interview with an Assistant Director of Admissions.

Applicants who do not submit a transcript or GED scores will be required to take additional testing, the results of which will be reviewed by the Admissions Committee. The Committee can then grant conditional acceptance, but applicants still will be required to submit a final transcript or GED scores by a date established by the Committee or President.

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, approximately two weeks prior to the end of each academic quarter. Students may not register for any academic quarter of study unless all tuition and fees that are due have been paid, or unless the student has made arrangements for an approved alternative payment plan. There is a \$25.00 fee imposed on continuing students for late registration. There is a \$25.00 fee imposed for checks presented that are returned from the bank as insufficient or uncollectible.

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

ACCUPLACER Testing

The Art Institute of Phoenix tests incoming students as to their preparedness to undertake college-level coursework in English and/or mathematics. The ASSET test from the American Testing Service is used for this determination. All students who have taken the GED will be required to take all three sections of the Accuplacer (refer to exemptions below). Students identified as needing additional skills in English or math may be required to enroll in one to three developmental studies courses. All students who were admitted to The Art Institute of Phoenix, through the Admissions Committee due to a 2.0 or lower high school g.p.a.; and/or students who must take either or both developmental courses offered by The Art Institute, must take Success Seminar which is an eleven week, 3 hour course. Currently the Accuplacer scale score needed to be exempt from Developmental Studies courses is English 169 / Math 65. Such courses are valued at two and three credits, are a full quarter in length and are charged at the current per-credit charge (currently \$449.00). Students enrolled in developmental studies courses may be required to take from five to fifteen credits which are in addition to their normal program of study requirements. Students are permitted to take developmental courses a total of three times.

Developmental studies courses are not calculated in the credits needed for graduation; therefore, enrollment in developmental studies courses may extend the length of a student's program of study.

Students in the following categories will not be required to complete assessment testing.*

- Students who have advanced college degrees (for example; B.A., B.S., M.A. or M.S., and/or any doctoral level degree) and who have submitted official transcripts documenting such degrees(s).
- Students who have an associate's degree with a general education curriculum and who have submitted official transcripts documenting such degree.
- Students who have taken the ACT and and have achieved a score of 16 or better in subject areas (official score report is required).
- Students who have taken the SAT and have achieved a score of 500 or better on the verbal and non-verbal sections (official score report is required).
- Candidates who have been awarded transfer of credit in English/ Composition and/or College Algebra from an accredited institution.

**International students will be assessed for English and Math, regardless of the level of the degree they hold outside the U.S.*

The Art Institute also recognizes that the students may have had professional work experience that might be comparable to the competencies of certain courses. For these students who are without documentation of such competencies, proficiency testing is available for a fee (currently \$35.00). Proficiency tests are available for the following courses:

- College Algebra
- Computer Applications

For all other subject areas other than College Algebra and Computer Applications there is a \$100.00 proficiency/portfolio fee. All proficiency tests must be completed by the end of Add/ Drop in the student's first quarter of study regardless of the level of the specific course.

The Art Institute also accepts the College-Level Examination Program (CLEP) test scores. Please see an Assistant Director of Admissions for details on examination subjects and score levels.

ENGLISH LANGUAGE PROFICIENCY

The Art Institute of Phoenix programs are taught in English and are technical in nature; therefore, all students are required to demonstrate proficiency in the English language and satisfy all admissions requirements and procedures. Furthermore, all applicants to The Art Institute of Phoenix whose first language is not English must demonstrate competence in the English language. The English language requirement will be met 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 Test of English as a Foreign Language (TOEFL) minimum score of 500 on the written TOEFL for all associate and bachelor level degree programs and 480 for diploma programs, or its TOEFL computer-based equivalent of 173 for associate and bachelor level programs and 157 for diploma programs, or its TOEFL Internet based equivalent of 61 for associate and bachelor level programs and 54-55 for diploma programs. Completion of ELS Language Centers level 109 for associate and bachelor level programs or level 108 for diploma programs or a recognized equivalent will meet the English language proficiency requirement.

HOUSING

Art Institute-sponsored housing costs are in addition to tuition and a separate agreement is entered into for that purpose. See the Housing Office for details.

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 in writing within five business days after signing this Enrollment Agreement and making an initial payment.
3. Applicants requesting cancellation more than five business days after signing the Enrollment Agreement will receive a refund of all monies paid to The Art Institute, less the \$50 application fee and the \$100 enrollment fee. If an applicant decides to reactivate their enrollment within 4 class start dates from their initial enrollment date (initial enrollment date included in the 4 class start dates), the applicant will not have to re-submit the \$50 application fee and the \$100 fee.
4. Applicants who postpone starting school after the original start date noted on the Enrollment Agreement are required to reapply and will be subject to the tuition, fees and other conditions on the revised Enrollment Agreement.
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 from the program by the student or termination by The Art Institute 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 Art Institute shall determine the date of withdrawal from within 15 days after the last date of attendance and shall pay the refund within 30 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 school by notifying the Registrar's office in person or in writing. The termination date will be the student's last date of attendance, unless earlier written notice is received. For a student who attended a previous quarter of study and did not indicate that s/he was not returning, refunds will be made within 30 days of the first scheduled day of class in the quarter in which the student was expected to return.
4. For students on a written leave of absence who fail to show up for class following conclusion of their leave, refunds will be made within 30 days from their first scheduled class day.
5. 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 may modify the tuition refund policy as deemed appropriate to the circumstances.
6. A separate lease agreement and refund policy exists for students who lease housing accommodations arranged by The Art Institute. The Art Institute reserves the right to apply any student payment, or any refund due to a student, to any student financial account that is in arrears.
7. Each academic quarter is 11 weeks in duration. The calculation of refunds is based upon the last day of attendance within the quarter. Any portion of a week's attendance is considered a full week of attendance for refund purposes.
8. In the event The Art Institute cancels or changes a course or program of study in such a way that a student who had started the program or course is unable to complete it, The Art Institute will refund all monies paid by the student for the course or program within 30 days.
9. Examples of the calculation of the tuition and fee refund policy are available upon request from the Student Accounting office.
10. Students may drop/add classes during the first week of the quarter and tuition will be adjusted accordingly. Students may not add classes to their schedule after the first week of the quarter. Tuition will not be adjusted for any classes dropped after week one unless the student completely withdraws from the program (see refund policy below).
11. Any changes made to a student's schedule may change the student's financial aid eligibility.

REFUND CALCULATIONS

In the event of withdrawal from the program by the student or termination by The Art Institute, The Art Institute will retain earned tuition and fees assessed by The Art Institute as follows:

Return of Federal Title IV Aid:

A percentage of Federal Title IV Aid will be returned if the student withdraws during the first 60% of the quarter. The amount returned will be based on the percentage of days remaining in the quarter. The school will determine the calendar days completed in the quarter divided by the total number of calendar days in the quarter. If the amount is less than or equal to 60%, then that percent of the Federal Title IV Aid received is the amount that can be retained. The difference will be returned to the Federal Title IV Aid program from which funds were received in this order: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan, Pell Grant, ACG Grant, SMART Grant, SEOG.

If Federal Title IV Aid funds have been given to the student, and if the student withdraws during the first 60% of the quarter/semester, the student may need to return some of those funds. If the student needs to return funds, the school will notify the student regarding how much is owed, and how it is to be returned.

Adjustment of Charges*

In accordance with school policy, The Art Institute will earn tuition and fees as follows:

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

The Art Institute will first calculate how much needs to be returned under the Federal Return of Title IV Aid policy. The amount will then be subtracted from the amount that was paid for the quarter of withdrawal to get the adjusted amount paid. The Art Institute will then calculate how much of the charges can be retained based on the school policy. The amount that can be retained will be subtracted from the adjusted amount paid. If there is additional money to be refunded from Federal funds after calculating the Return of Title IV formula and the refund policy, the refund will be made to the student, or, with the student's authorization, to the Federal loan program(s) in the following order, up to the amount received, for the term of withdrawal: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan. If there is an additional credit balance made up of non-Title IV funds, it will be refunded in the following order, up to the amount received for the term of withdrawal: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan, other loans, other aid (if required), and student.

Non-payment of Charges

Non-payment of tuition, housing, fees and s/he other charges due to The Art Institute of Phoenix will result in you 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.

Kit Return Policy

Students who leave school during the first six weeks of the first quarter of attendance may return the Starting Kit and individual components of the Starting Kit within 20 days of the student's last day of class attendance. A refund or a credit will be given if the item being returned is in good condition and is resalable.

Interest On Outstanding Balances

The student understands and agrees that s/he will be liable for interest charges that 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 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 of 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 requirements for financial aid.

GENERAL INFORMATION AND UNDERSTANDINGS

Accreditation

The Art Institute of Phoenix is accredited by the Accrediting Council for Independent Colleges and Schools (ACICS), located at 750 First Street NE, Suite 980, Washington, D.C. 20002-4241, and is licensed by the Arizona State Board for Private Postsecondary Education, located at 1400 W. Washington, Room 260, Phoenix, AZ 85007, to award the Bachelor of Arts and Associate of Applied Science degrees.

Handling of Student Complaints.

If a student feels that a concern or complaint has not been adequately resolved using the Student Complaint Procedure described in The Art Institute catalog, the student may direct his/her complaint or concern in writing to: Arizona State Board for Private Post-secondary Education, 1400 W. Washington, Room 260, Phoenix, AZ 85007, 602-542-5709, Web site: <http://azppse.state.az.us>, or to ACICS at 750 first street N.E., Suite 980, Washington, D.C. 20002-434.

Arbitration

You and The Art Institute of Phoenix agree that any dispute or claim between you and (or any company affiliated with The Art Institute of Phoenix, 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 Art Institute of Phoenix, 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 Art Institute of Phoenix'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 Art Institute of Phoenix intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with The Art Institute of Phoenix, 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 Art Institute of Phoenix will select one.

The Art Institute of Phoenix 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 Art Institute of Phoenix 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 ART INSTITUTE OF PHOENIX 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 ART INSTITUTE OF PHOENIX 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 Art Institute of Phoenix 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 Art Institute of Phoenix. 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.

Transferability of Credits

The Art Institute of Phoenix is licensed by Arizona State Board for Private Post-secondary Education to confer the Bachelor of Arts degree, Associate of Applied Science degree, and Diploma and accredited by the Accrediting Council for Independent Colleges and Schools, an accrediting agency recognized by the United States Department of Education. However, the fact that a school is licensed 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 course content, grades, accreditation and licensing.

The mission of The Art Institute of Phoenix 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 of Phoenix 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 Phoenix will transfer to another school.

Programs offered by one school within The Art Institute 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 of Phoenix may be transferable into that school's program.

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

Employment Assistance

The Art Institute does not guarantee employment or any particular level of compensation prior to or 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.

Opportunities for the employment of nonmigrant aliens in the United States are severely limited by the federal regulations imposed by the Department of Homeland Security-United States Citizenship and Immigration Services. Nonmigrant aliens are urged to consult with independent legal counsel regarding eligibility for employment authorization following graduation.

Policies and Procedures

The student is on a continuing quarter-by-quarter enrollment 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.

Student Withdrawal

The student may voluntarily withdraw from The Art Institute by notifying the Registrar's office 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.

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 three days and a maximum of six 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.

Class Sessions and Total Weekly Hours:

Class Session Hours

- A. 7:00 am -12:00 pm*
- B. 8:00 am -12:00 pm*
- C. 12:00 pm -5:00 pm*
- D. 1:00 pm -5:00 pm*
- E. 6:00 pm -10:00 pm*
- F. 5:30 pm -10:30 pm*
- G. 8:30 am -12:30 pm**

*Classes are scheduled Monday through Saturday
**Saturday Only

Total Weekly Attendance

20 hours per week, except Culinary Arts which attends on average 23 hours per week.

The Art Institute reserves the right to modify curriculum and

class schedules as it deems necessary. When size and curriculum permit, classes may be combined to contribute to the level of interaction among students. Days of attendance will vary for students according to their program of study and may change from quarter to quarter.

Instructional Equipment

Use of 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 which 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 content, course titles, and the sequencing of classes, subject to applicable regulatory approval.

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 does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, sexual orientation, or 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's equal opportunity policy and grievance procedure, please contact the Office of the President, The Art Institute of Phoenix, 2233 West Dunlap Avenue, Phoenix, AZ 85021-2859, (602) 678-4300.

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.

Graduation Requirements

Please see the catalog for a full description of the requirements for graduation.

Online Courses

Certain courses may be offered in an online format where students can participate remotely via computer and specialized software. Students wishing to take a class online will be charged an additional \$100 online lab fee per course for administrative and support services. Online classes are 6 or 11 weeks in duration. They are delivered in an asynchronous electronic mode which means that you can work on the course anytime within a 24-hour period. You will be required to log in to the course 4 out of each 7 days in the class week (each of the 4 log-ins should be during a separate 24-hour period). Prior to registration each quarter, The Art Institute provides students with a list of courses to be offered online and the technology requirements specified for each course. These listings are available in the Registrar's office and on the online Web site at www.aionline.edu. The Art Institute regularly reevaluates the hardware and software needs to ensure that students taking online courses are utilizing technology in parity with students taking the same course on-site. All students taking online courses are required to take an academic orientation to online learning prior to the beginning of their course(s).

Refund Policy for Online Course Withdrawal

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

Second Session Online Class and Drop/Add Policy

Students who are registered for a second-session class and who withdraw from school during Session 1 of a term will have the second-session class "voided" (or "unregistered" in CampusVue). This means that they will not be charged for the class, the class will not appear on the transcript, and there will be no academic progress implications for that class.

Students enrolled for a second-session class who remain in school, but choose not to take the second-session class must notify the school that they will not take that class prior to the end of the drop/add period for the mid-session start. If they do that, they will be "unregistered" from the class, and will not be charged for it. Failure to do so will result in a W grade (which will apply to the Academic Progress policy) and being charged for the course.

Student Right to Know

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

Mid-Quarter Sessions

Refund Policy after Matriculation, All Quarters

This academic quarter is approximately 5 weeks in duration.

Adjustments of the Tuition and Fee Charges

Institutional Policy

In accordance with school policy, the school will earn tuition and fees for the mid-quarter as follows:

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

Kit Return Policy

Students who leave school during the first three weeks of the mid-quarter session may return the starting kit and /or individual components of the starting kit within 10 days of your last date of attendance of the mid-quarter.

Information in the Catalog or Student Handbook Will Apply Except for the Following Changes:

Add/Drop period is two days from the start of the mid-quarter session. If you drop or add one or more class, your financial aid eligibility may change. Please see your Financial Aid Officer before you drop or add a class.

Return of Title IV Funds

The Return of Title IV Calculation as described in the Enrollment Agreement for the mid-quarter session will apply using the mid-quarter start and end dates.

Activity Fees

There is a \$50.00 student activity fee for bachelor's degree seeking students and a \$35.00 student activity fee for associate's degree seeking students. The student activity fee is used to fund extracurricular student activities. It is a one-time, non-refundable fee, paid by new and transfer students only.