

ENROLLMENT AGREEMENT



7650 MISSION VALLEY ROAD, SAN DIEGO, CALIFORNIA 92108
858-598-1200 Toll Free: 1-800-591-2422
www.aica.artinstitutes.edu

Check quarter starting date:

- October 6, 2008 FA I
- November 13, 2008 FA II
- January 12, 2009 WI I
- February 19, 2009 WI II
- April 6, 2009 SP I
- May 14, 2009 SP II
- July 13, 2009 SU I
- August 20, 2009 SU II

Program For Which You Are Applying (Check one):

Bachelor Degree Programs:

- Advertising**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2673 hours*)
- Culinary Management**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2585 hours*)
- Fashion Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours*)
- Fashion Marketing & Management**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours*)
- Game Art & Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2618 hours*)
- Graphic Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours*)

- Graphic Design - Evening/Weekend**
Twenty 11-week quarters
(220 academic weeks, 192 credits, 2629 hours*)
- Interior Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours*)
- Interior Design - Evening/Weekend**
Twenty 11-week quarters
(220 academic weeks, 192 credits, 2629 hours*)
- Media Arts & Animation**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2618 hours*)
- Visual & Game Programming**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours)
- Web Design & Interactive Media**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2618 hours*)

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

Address _____
(Street or P.O. Box)

(City) (State) (Zip)

Home Phone: (_____) _____ Student ID: _____

Admissions Representative: _____

Associate Degree Programs:

- Advertising**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1540 hours*)
- Baking and Pastry**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1785 hours*)
- Culinary Arts**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1705 hours*)
- Graphic Design**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1705 hours*)

* Students who choose an internship/externship will have additional contract hours.

STUDENT'S AGREEMENT

I understand that this Agreement becomes a legally binding document after I sign it and it is accepted by The Art Institute of California-San Diego ("The Art Institute"). I understand the total amount for the course of instruction for _____ is \$ _____ (as presented on the Program Cost Addendum) at the per credit hour rate shown below. However, I also understand that the per credit hour rate will increase at least once per year, which will increase the total amount for the program. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that The Art Institute cancellation and refund policies have been clearly explained to me and that I received a copy of this agreement. I agree that I am responsible for this amount. If I obtain a student loan, I am responsible for repaying the loan amount plus any interest.

I understand that my acceptance by The Art Institute is subject to my completion of an essay, submission of my high school transcript documenting graduation or evidence of my completion of a high school equivalency exam, submission of results of a nationally based exam (if required), a personal interview and other factors to be considered by The Art Institute. It is my responsibility to provide necessary documents and other information to The Art Institute in connection with the admissions process. The Art Institute will notify me of acceptance if I successfully complete the admissions process and am accepted to The Art Institute.

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

The Art Institute Official Date _____ Title of The Art Institute Official _____

A Student Financial Plan including a retail installment agreement will be attached to this Agreement and is incorporated by reference.

STUDENT COMPLAINTS

Any questions or problems concerning this school which have not been satisfactorily answered or resolved by The Art Institute should be directed to the Bureau for Private Postsecondary Education, Consumer Affairs, at 1625 North Market Blvd., Suite S202, Sacramento, CA 95834, P.O. Box 980818, West Sacramento, CA 95798-0813. Telephone: (916) 574-7720.

DISCLOSURE CERTIFICATION

My signature below certifies that The Art Institute of California - San Diego has met all the disclosure requirements of Article 6 of The New Private Postsecondary and Vocational Education Reform Act, and, for schools receiving federal financial aid funds, has met all of the requirements for administration of any California financial aid program under the Higher Education Act as amended and regulated.

Signature of The Art Institute Official Date _____

Tuition is charged at \$483.00 per credit (with an average of 16 credits per quarter). Tuition and fees applicable to The Art Institute's programs are as follows:

FINANCIAL INFORMATION

Current Schedule of Charges*****

	ADVERTISING (Associate's) (7 Quarters)	ADVERTISING (Bachelor's) (12 Quarters)	BAKING & PASTRY (Associate's) (7 Quarters)	CULINARY ARTS (Associate's) (7 Quarters)	CULINARY MGMT (Bachelor's) (12 Quarters)	FASHION DESIGN (Bachelor's) (12 Quarters)	FASHION MARKETING & MANAGEMENT (Bachelor's) (12 Quarters)		
Tuition per Quarter (16 credits)	\$7,728	\$7,728	\$7,728	\$7,728	\$7,728	\$7,728	\$7,728		
Application Fee*	50	50	50	50	50	50	50	**	STRF Assessment based on \$2.50 per \$1000 of tuition charged. Refer to back of enrollment agreement under heading "Student Recovery Fund"
Administrative Fee*	100	100	100	100	100	100	100		
STRF Assessments Fee (estimated)**	0	0	0	0	0	0	0		
Lab Fee (Food) per quarter***	-	-	315	315	315	-	-		
Annual Tuition****	23,184	23,184	23,184	23,184	23,184	23,184	23,184	***	Monthly consumable supplies included with the \$315 per quarter lab fee. The Culinary lab fee will be treated as part of the tuition for refund purposes.
Total Tuition/Fees for Program*****	\$54,246	\$92,886	\$56,451	\$56,451	\$95,091	\$92,886	\$92,886		
Starting Kit (estimated)	810	810	1400	1400	1400	1180	860		

	GAME ART & DESIGN (Bachelor's) (12 Quarters)	GRAPHIC DESIGN (Bachelor's) (20 Quarters)	GRAPHIC DESIGN (Associate's) (7 Quarters)	GRAPHIC DESIGN (Bachelor's) (12 Quarters)	INTERIOR DESIGN (Bachelor's) (12 Quarters)	INTERIOR DESIGN (Bachelor's) (20 Quarters)	MEDIA ARTS & ANIMATION (Bachelor's) (12 Quarters)	VISUAL & GAME PROGRAMMING (Bachelor's) (12 Quarters)	WEB DESIGN & INTERACTIVE MEDIA (Bachelor's) (12 Quarters)		
Tuition per Quarter (16 credits)	\$7,728	\$4,636.80	\$7,728	\$7,728	\$7,728	\$4,636.80	\$7,728	\$7,728	\$7,728		
Application Fee*	50	50	50	50	50	50	50	50	50	****	Annual tuition costs are based on an academic year of three quarters and average of 16 credits per quarter.
Administrative Fee*	100	100	100	100	100	100	100	100	100	*****	Not including starting kit. Total tuition cost based on 112 credit units for associate degree program and 192 credit units for bachelor degree program.
STRF Assessments Fee (estimated)**	0	0	0	0	0	0	0	0	0		
Lab Fee (Food) per quarter***	-	-	-	-	-	-	-	-	-	*****	A separate financial plan exists, which complies with the Truth in Lending Regulation Z, and is part of the Student's enrollment agreement.
Annual Tuition****	23,184	13,910.40	23,184	23,184	23,184	13,910.40	23,184	23,184	23,184		
Total Tuition/Fees for Program*****	\$92,886	\$92,886	\$54,246	\$92,886	\$92,886	\$92,886	\$92,886	\$92,886	\$92,886		
Starting Kit (estimated)	810	810	810	810	1160	1160	810	810	810		

STUDENT'S RIGHT TO CANCEL

You the student have the right to cancel this Agreement, including any equipment or other goods, and services included in the agreement, and receive a full refund, less a cancellation fee of \$100 (includes the non-refundable \$50 application fee and \$50 of the administrative fee) until midnight of the first day of instruction. Your cancellation takes effect when you give written Notice of Cancellation to The Art Institute at the address above. Please direct the Notice to the attention of the Registrar. Any written expression that you wish not to be bound to this agreement will serve as a Notice of Cancellation of this Agreement if provided to The Art Institute within five days of the quarter start date. If you mail your Notice of Cancellation to the institute, it becomes effective as of the postmark, if properly addressed with proper postage. You are due a complete refund within 30 days after The Art Institute receives a valid Notice of Cancellation. However, if you have received any equipment or a Starting Kit, you must return it to the Institute within 20 days of the date of the Notice of Cancellation. If you do not return it, The Art Institute may deduct the documented cost of the equipment from the amount of the refund.

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 cancel my enrollment if The Art Institute determines (1) that I have demonstrated poor academic potential (as determined by evaluation of transcript records, or any other academic evaluations deemed appropriate for the program selected), and/or (2) that I 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 degree may be awarded and before transcripts will be issued.

Both sides of the Enrollment Agreement and financial plan, together with the catalog and other published Art Institute policies, procedures, provisions of any attached rider(s) signed by me, 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 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 California-San Diego. 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 that 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 the debtor hereunder. You may assert against the holder of the promissory

note you signed in order to finance the cost of instruction all of the claims and defenses that you could assert against this school, up to the amount you have already paid under the promissory note. My signature above signifies that I have read and understand all aspects of this agreement and do recognize my legal responsibilities in regard to this contract.

- Advertising**
Supplies: \$100/month Texts: \$25/month
- Baking and Pastry**
Supplies: \$100/month Texts: \$25/month
- Culinary Arts**
Supplies: \$100/month Texts: \$25/month
- Fashion**
Supplies: \$100/month Texts: \$25/month
- Game Art & Design**
Supplies: \$100/month Texts: \$25/month
- Graphic Design**
Supplies: \$100/month Texts: \$25/month
- Interior Design**
Supplies: \$100/month Texts: \$25/month
- Media Arts & Animation**
Supplies: \$100/month Texts: \$25/month
- Web Design & Interactive Media**
Supplies: \$100/month Texts: \$25/month
- Visual & Game Programming**
Supplies: \$100/month Texts: \$25/month

FINANCIAL INFORMATION

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.

Each academic quarter is 11 weeks. The quarterly tuition and fees charged are subject to adjustment annually.

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 or at most supply stores.

First-quarter tuition and fees for new students become due 60 days 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 students have 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.

Duplicative. The non-refundable Application Fee of \$50 is to be submitted with the Application for Admission. The Administrative Fee of \$100 is due within 10 days after the application is submitted. The tuition charge shown above is subject to adjustment during the academic year, as explained in the above bolded paragraph under "Financial Information." Special U.S. and overseas trips are voluntary and are not included in regular tuition. The starting kit consists of the basic equipment, texts, and materials required for beginning each program. A list of the components of the starting kit is provided to each enrolled student. In addition to the starting kit, the average costs of consumable supplies, textbooks, and equipment by program.

Interest on outstanding balances:

The student understands and agrees that she/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 Art Institute 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 the requirements for financial aid.

REQUIREMENTS FOR GRADUATION

To be qualified to graduate, a student must:

- Receive a passing grade or credit for all required course work;
- Earn the minimum required credits for the program;
- Achieve a minimum CGPA of 2.0;
- Meet portfolio or other requirements, as outlined in the student handbook;
- Satisfy all financial obligations with The Art Institute.

Student Right to Know

Information on graduation/completion rates, for first-time, full-time students is available through the Admissions Office.

REFUND POLICY

Refund Policy Prior to Matriculation

Applicants may cancel their enrollment in person or in writing and be entitled to a refund of money paid, as described further in this section before the beginning of classes. An applicant not requesting cancellation before the starting date indicated on this Enrollment Agreement will be considered a student.

1. The Art Institute will notify the applicant, in writing, of his/her acceptance/rejection. All monies paid by applicant will be refunded if they are not accepted for admission.
2. All monies, less the non-refundable \$50 application fee, paid by the applicant will be refunded if requested by applicant within five business days after signing this Enrollment Agreement.
3. 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 Agreements.
4. Applicants requesting cancellation more than five business days after signing this Enrollment Agreement (and making an initial tuition payment), but prior to the first day of classes, will receive a refund of all monies paid, less a cancellation fee of \$100 (includes the non-refundable \$50 application fee and \$50 of the administrative fee.)
5. All tuition and fee monies paid by applicants, less the non-refundable application fee, 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 date, whichever is sooner. 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 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 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.

Student Withdrawal

A student may voluntarily withdraw from The Art Institute 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. In calculation of refunds, a student is deemed to have withdrawn from a course of instruction when any of the following occur:

1. Student officially notifies The Art Institute that he/she is withdrawing at that time. The notification date is the date of withdrawal.
2. Student officially notifies The Art Institute that he/she is withdrawing at a later date. The later date is the last date of attendance and the date of withdrawal.
3. Student does not notify The Art Institute that he/she is withdrawing but stops attending. The date that The Art Institute determines that the student is not attending the current term or is not returning for the next term is the date of withdrawal.
4. The Art Institute terminates the student's enrollment in accordance with institutional policies. The termination date is the date of withdrawal. Refund is made within 30 calendar days from the date of withdrawal as described above.

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, PLUS loan, Pell 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:

California State Refund Policy

In the case of a total withdrawal from The Art Institute, The Art Institute will retain tuition and fees on a proportional basis of scheduled class hours up to the 60% point in the term. After the 60% point of the term, the student will be charged for 100% of the tuition and fees. See example below.

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 Art Institute 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.

If kits, components of the kit, books, or supplies, are returned to the bookstore in re-salable condition within 21 days of withdrawal, a credit will be given.

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

Non-payment of charges:

Non-payment of tuition, housing, fees and/or other charges due to The Art Institute of California - San Diego 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.

Cancellation Refund Example (prior to matriculation)

A student enrolls in a 192-quarter credit degree program (which meets for 2,618 clock hours) and pays for just the first quarter (including kit), a cost totalling \$8,364, which covers 220 hours. For this example, we assume the Starting Kit for the program is \$790. If the student cancels the Enrollment Agreement on or before the first day of class, the student receives a full refund. The refund amount would be \$8,364.

California Policy - Withdrawal Refund Example

A student enrolls in a 12 quarter program. The quarter in which the student withdraws has a total of 220 hours of study. The tuition charged for that quarter's hours of study are \$7,728 (not including equipment). Therefore, the tuition applicable to the refund policy = \$7,728 (tuition). There are 220 hours of study (clock hours) in the quarter of enrollment (charge period) and the cost per hour is calculated by dividing the total tuition charge by the hours in the quarter of enrollment (charge period) = \$7,728/220 = \$35.13 per hour.

From the date the student last attended or The Art Institute determined the student's date of withdrawal according to its policy, the refund would be calculated as follows: 112 hours (number of class hours as of withdrawal date) x \$35.13 = \$3,934 (amount the Institute can retain). The refund would be calculated as follows: \$7,728 (amount student paid) - \$3,934 (amount Institute retains) = \$3,794.00 (refund).

The student in this example is assumed to have paid cash and received no financial aid.

MID QUARTER SESSION

I. Refund Policy After Matriculation, All Quarters

This academic quarter is approximately 5 weeks in duration.

II. Adjustments of the Tuition and Fee Charges

State of California policy:

If a student withdraws from the program after the first day of instruction, The Art Institute may retain earned tuition and fees up to the 60 percent point in the term. This calculation is as follows:

Tuition and fees for the term divided by the number of classroom hours in the term equals the cost per hour. Number of hours that the student was scheduled to attend to the last date of attendance multiplied by the cost per hour equals the amount of tuition and fees that The Art Institute can retain.

III. Kit Return Policy

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

IV. 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.

V. 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.

GENERAL INFORMATION AND UNDERSTANDINGS

Handling of Student Complaints

If a student feels that a concern or a 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 the Bureau for Private Postsecondary and Vocational Education, Department of Consumer Affairs, 1625 North Market Blvd., Ste. S202, Sacramento, CA 95834; P.O. Box 980818, West Sacramento, CA 95798-0813, 916-574-7720.

Schools accredited by the Accrediting Commission of Career Schools and Colleges of Technology must have a procedure and operational plan for handling student complaints. If a student does not feel that The Art Institute has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints considered by the Commission must be in written form, with permission from the complaint(s) for the Commission to forward a copy of the complaint to the school for a response. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Commission. Please direct all inquiries to:

Accrediting Commission of Career School and Colleges of Technology
2101 Wilson Blvd./Suite 302
Arlington, VA 22201
(703) 247-4212

A copy of the Commission's Complaint Form is available at the school and may be obtained by contacting Dean of Education.

Arbitration

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

The Art Institute of California-San Diego 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 California-San Diego 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 California-San Diego 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 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 AICA-SD 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 California-San Diego 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 California-San Diego. 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.

HOUSING

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

Military Services

The Art Institute of California-San Diego offers a special military tuition of 20 percent less than our current rate for U.S. military personnel who are on active duty, in the reserves or starting classes within one year of a discharge under honorable conditions. Special military tuition offered provided the student remains enrolled (maintaining a minimum of 12 credits per quarter) and completes his or her program of study without interruption (including voluntary withdrawal, suspension or termination) within 150% of the standard program length or 54 consecutive months (18 consecutive quarters), whichever first occurs.

Transferability of Credits

The Art Institute of California-San Diego is licensed by The Bureau for Private Postsecondary and Vocational Education to confer the Bachelor of Science, Bachelor of Fine Arts and Associate of Science degrees and accredited by the Accrediting Commission of Career Schools and Colleges of Technology (ACCSCCT), 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 always determined by the receiving institution taking into account such factors as course content, grades, accreditation and licensing.

The mission of The Art Institute of California-San Diego 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 California-San Diego 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, credits you earn in your program of study in most cases will probably not be transferable to any other college or university. For example, if you entered The Art Institute as a freshman, you will still be a freshman if you enter another college or university at some time in the future even though you earned credits here at The Art Institute. In addition, if you earn a degree, diploma or certificate in one of our programs, in most cases it will probably not serve as a basis for obtaining a higher level degree at another college or university. *This statement is provided in accordance with California Private Postsecondary and Vocational Education Reform Act §94816(b). January 1, 1998.*

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 of California-San Diego may be transferable into that school's program.

If you are considering transferring to either another school within The Art Institute's system or an 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 California-San Diego 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 following graduation. The Art Institute does, however, offer assistance in finding employment to eligible graduates at no additional charge. Graduates who confine employment considerations within the metropolitan area served by the Art Institute may limit the particular employment opportunities available to them.

Policies and Procedures

Each 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.

Class Sessions

Classes are in session six (6) days a week, Monday through Saturday. Each student is scheduled by the Institute to meet his/her 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 (3) days and a maximum of six (6) days during each week. Classes are assigned and generally announced to students in advance of each quarterly start date. Days of attendance will vary for students according to their program of study and may change from quarter to quarter. Some classes may be scheduled on Saturdays.

Average attendance is 20 hours a week.

Class Session:	Hours:
A	8:00 a.m. - 12:00 p.m.
B	1:00 p.m. - 5:00 p.m.
C	6:00 p.m. - 10:00 p.m.
D*	7:00 a.m. - 12:00 p.m.
E*	12:30 p.m. - 5:30 p.m.

Both sides of this Agreement and the Financial Plan constitute the entire Enrollment Agreement. AIC188 Rev. 8/08. Page 2 of 2

F* 6:00 p.m. - 11:00 p.m.

*D, E, and F are Culinary class sessions

Evening/weekend students will attend class evenings from 6pm to 10pm and Saturdays from 8am to noon and/or 1pm to 5pm. The Art Institute will not require an evening student to attend during the day time. Days of attendance will vary for students according to their programs of study and may change from quarter to quarter. In order to assure class availability students must adhere to the established evening/weekend schedule.

The Art Institute reserves the right to change a class session schedule from time to time, including cancelling classes and/or sessions, 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

Use of instructional equipment will be made available according to the program curriculum. Each student will be able to acquire an understanding of the fundamental principles of such equipment that he/she would 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 the program, each student may find it necessary to schedule use of the equipment outside classroom hours.

Homework

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

Curriculum

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

Cancellation of Start Date

Cancellation by The Art Institute of a scheduled class start date for any program shall entitle a student to a cancellation of the Enrollment Agreement with a full refund of all monies paid. However, the student can elect to accept instead a guaranteed reservation in the next scheduled class for that program.

Course Completion and Placement Information

To help you make a sound decision about whether to sign up for one of The Art Institute's Bachelor of Science degree programs, The Art Institute of California-San Diego wants you to know that some of the degree programs have not been offered long enough for reliable completion and placement data to be available for students.

Non-Discrimination

The Art Institute 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's equal opportunity policy and grievance procedure, please contact the Dean of Academic Affairs, The Art Institute of California-San Diego, 7650 Mission Valley Road, San Diego, CA 92108, 858-598-1200 or Toll Free: 1-800-591-2422.

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.

Student Tuition Recovery Fund

These fees support the Student Tuition Recovery Fund (STRF), a special fund established by the California legislature to reimburse students who might otherwise experience a financial loss as a result of (a) the closure of the institution; (b) the institution's breach of or anticipatory breach of the agreement for the program of instruction; or (c) a decline in the quality or value of the program or instruction within the 30-day period before the institution's closure. The STRF fund protects only California students and the Institution's participation is mandatory.

Please note that (a) if the student is a recipient of third-party payer tuition and course cost, the student is not eligible for protection under the STRF, and (b) the student is responsible for paying the state assessment amount for the Student Tuition Recovery Fund. A third party payer means any employer, government program or other payer that pays a student's total charges directly to the institution when no separate agreement for the repayment of the payment exists between the third-party payer and the student.

As a particular in the Student Tuition Recovery Fund, The Art Institute is also obligated by California law to collect the name of the source of each loan, if you have one or more governmentally guaranteed or insured loans for tuition purposes outstanding:

Loan No. 1: _____ Loan No. 2: _____

Transitional Studies

The Art Institute of California is committed to student success. We recognize that students come with many strengths and skill sets, and to help us determine academic preparation especially in the areas of English and mathematics, we have selected the ACCUPLACER test.

Exceptions to taking the ACCUPLACER test will be granted to:

1. Those with transferable college credits in 100-level and above mathematics and/or English courses (grades of "C" or higher).
2. Those with scores of 450 or higher in the verbal portion of the SAT and/or 400 or above in the mathematics portion.
3. Those with a composite score of 17 or higher on the ACT.
4. Those with Advanced Placement (AP) scores of 3 or higher in English and/or mathematics.
5. Those with an associate or bachelor's degree from an accredited educational institution.
6. Those with a CLEP score of 50 or greater on the Math or English composition exam.

To ensure proper placement in English and mathematics courses, entering students are required to take this diagnostic test. Based on the results of the academic placement test, students may be required to take transitional studies courses. The courses included in this program are designed to help build and strengthen the basic foundation skills. To receive the benefits of such a program, students must enroll in the courses in their first quarter.

Students enrolled in transitional studies classes may be required to take from three to six credits in addition to their normal program of study credit requirements. Students must successfully complete such courses with a grade of "C" or better in order to progress in their program. These credits will increase the total number of credits students must take and they will not count towards graduation nor do they count in the CGPA. However, they will be included in determining the maximum timeframe and the incremental completion rate. These credits will be charged at the current per-credit-hour rate.

Transitional studies courses may be individually attempted no more than three (3) times. Failure to do so will result in termination.

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 \$100.00). Proficiency tests are available for the following courses:

- College Algebra
- Computer Applications

The Art Institute also accepts The College Level Examination Program (CLEP Test Scores). Please See an Assistant Director of Admissions for details on examining subjects and score levels.