

Enrollment Agreement 2008

Effective: July 21, 2008

Downtown
700-1090 West Georgia Street
Vancouver, BC V6E 3V7
Tel: 604-683-9200 | Fax: 604-684-8839

Burnaby
3264 Beta Avenue
Burnaby, BC V5G 4K4
Tel: 604-298-5400 | Fax: 604-298-5403

**The International Culinary School at
The Art Institute of Vancouver**
PO Box 10366, 300-609 Granville Street
Vancouver, BC V7Y 1G5
Tel: 604-738-3155 | Fax: 604-738-3205

The Art Institute of Vancouver Inc. is an indirectly wholly owned subsidiary of The Art Institutes International Inc., which through two intermediary limited liability companies is a wholly owned subsidiary of Education Management Corporation, 210 Sixth Avenue, Pittsburgh, PA 15222.

SECTION A – Student Information:

For valuable consideration which is hereby acknowledged,

I _____
"Student Name- please print clearly"

have entered into this Enrollment Agreement with The Art Institute of Vancouver hereafter "The Art Institute" or "AiV".

Name: _____

Address: _____

City: _____

Postal Code: _____

Program Start:

September 30, 2008 (FA 08) April 6, 2009 (SP 09)
 January 5, 2009 (WI 09) July 6, 2009 (SU 09)

Expected Program Completion _____

I am applying as a Domestic student International student.

Student Initials _____

In the event of a reduced course load and receiving student aid, recontracting every two quarters may be required. Students must consult with an AiV Student Financial Planner before going to a reduced course load.

SECTION B – Fees:

The Art Institute of Vancouver programs are made up of "quarters" of study with one break between each quarter. Fees are charged to students one quarter at a time as students advance through their program. The first quarter tuition and fees are charged and due 30 days prior to program start. Fees for each succeeding quarter are charged and due upon registration for the quarter of study. Failure to register will result in the termination of the student's enrollment and this agreement. The applicable program fees are attached to this Agreement as "Appendix A- Schedule of Tuition Rates and Other Fees."

SECTION C – Enrollment Agreement Duration: The Art Institute of Vancouver does not charge more than one calendar year's tuition in an individual Enrollment Agreement. Multi-year programs require more than one Enrollment Agreement. Each Enrollment Agreement will encompass not more than 12 months of study.

(Yearly Enrollment Agreement 2008)

The Duration of Study for this Enrollment Agreement is for:

_____ Quarter(s) of Continuous Study

Student Initials _____

SECTION D – Binding Agreement:

I acknowledge this is a legally binding agreement. This Enrollment Agreement, including Appendices A, B, C & D, my AiV financial/payment plan and my Student Handbook constitutes the entirety of my Agreement between The Art Institute of Vancouver.

Per: _____
"Student Signature"

Date: _____

"Parent/Guardian Signature"

Date: _____

(If student has not reached the age of 19 as of the date of the signing of this contract)

Per: _____
"The Art Institute of Vancouver"

Date: _____

* Continuous study means ongoing student enrollment in the program of study following the approved sequence without interruption. In the event the student, for any reason, ceases to be enrolled and registered, the Enrollment Agreement will be terminated. The continuation of studies thereafter will require the student to enter into a new Enrollment Agreement and new Appendix A-Schedule of Tuition Rates and Other Fees. Students who have a change in their Enrollment Agreement status (i.e. changing from full-time to part-time studies) are required to enter into new Enrollment/Appendix Agreement to reflect this change and must consult their AiV Student Financial Planner.

SECTION E – Curriculum, Program, and Schedule Updates/Changes:

The Art Institute of Vancouver programs are constantly under review, revision, and updating. This means from time to time, AiV will make amendments and modifications to its programs in order to accommodate these revisions prior to or during a course of study of any program it offers. For example, these amendments could include things like changes in content and curricular updating, changes in course titles, changes in course materials, textbooks, class schedules, sequencing, campus location for delivery, or changes in expected completion date. Changes are effective when made.

SECTION F – The Student Acknowledges:

1. I have read (either in hard copy or on The Art Institute Website) the program description(s), Student Handbook including policies on student conduct, admissions, attendance, withdrawal and termination of studies, refunds, and the dispute resolution.

2. I have successfully completed grade 12 at a Canadian high school or equivalent or; am a maturing student of not less than 20 years of age as of the start date of the program, and I have accurately represented my education, age, and other information to The Art Institute of Vancouver.

3. I understand my continued enrollment is conditional on my adherence to AiV policies including, student conduct, attendance, academic progress, and payment schedules.

4. I understand The Art Institute reserves the right to cancel this Enrollment Agreement if The Art Institute Admissions Committee determines I do not meet the admission requirements, in particular, (i) if I have not demonstrated sufficient academic potential as determined through entrance testing, evaluation of transcript reports or any other academic evaluation deemed appropriate for the program selected, and/or (ii) I do not meet all financial obligations related to enrollment and continuing enrollment, (iii) the class/program has been cancelled by AiV.

5. I understand my financial obligations and that my account must be in good standing before The Art Institute will issue me my certificate, diploma or transcripts.

6. I understand and agree this Enrollment Agreement becomes effective and binding on me on the determination of The Art Institute of Vancouver's Admissions Committee and that I meet the requirements for admission into the program that I enrolled in. The admissions requirements must be met by me for admission to the program to occur and the requirements cannot be waived by either myself or The Art Institute of Vancouver.

7. I understand The Art Institute programs require my serious dedication to my studies, active and positive participation in the prescribed course activities, and significant individual accountability, professionalism and initiative.

8. I understand that AiV is a multi-campus institution, and program delivery may involve my attendance at more than one AiV campus or learning site location.

9. I understand that from time to time, The Art Institute of Vancouver may open additional campus locations, learning sites, or move to new facility locations. This may happen during my course of study. Therefore, I agree that the location of my classes may include or be changed to new AiV campus locations and facilities other than the locations currently listed on this agreement. I understand PCTIA will be advised and approve any new AiV Locations.

10. **Multiple Campus Operation and Relocation**
The Art Institute of Vancouver is undergoing a multi-year campus facility renewal and expansion, which over time is expected to bring The Art Institute of Vancouver Campus locations together. Students are advised that The Art Institute of Vancouver expects to complete the first phase of this renewal and expansion in time for the July 2009 quarter start and opening its new location located at Renfrew Street and East 12th at that time. The Art Institute of Vancouver programs offered at 1090 West Georgia Street and 570 Dunsmuir are expected to be offered at the new Renfrew location from the July 2009 quarter forward. The Art Institute of Vancouver programs offered at 3264 Beta Avenue in Burnaby are expected to be offered at the new Renfrew location from the July 2010 quarter forward. Students are advised to plan accordingly. Students impacted by this move will be provided updates closer to the date of the move.

I have thoroughly read and understand this Enrollment Agreement including all the appendices prior to signing this Agreement.
Student Initials _____

SECTION G – General Terms:

1. This Agreement is subject to the British Columbia Private Career Training Institution Act and regulations.

2. The student shall pay or have paid on their behalf applicable AiV program costs and fees under this Agreement by 30 days prior to quarter start.

3. Refunds to students for tuition paid to AiV under this Agreement shall be made in accordance with the Refund Policy set out in this document.

4. The Art Institute reserves the right to cancel or delay the start of any program where in the opinion of The Art Institute, there are not sufficient numbers of students to warrant proceeding or continuing.

5. Students who have entered into an agreement for a program that AiV has cancelled, may elect to transfer their application to another program or quarter where space is available or receive a refund of monies paid under this Agreement.

6. The Art Institute of Vancouver agrees to deliver the

program of study indicated in this agreement including the equipped facilities and instructors to deliver the course of study for the prescribed duration.

7. The Art Institute shall provide the required transcript and the appropriate credentials to students who successfully complete their course of study, satisfy the requirements for graduation and have an account/payment plan in good standing with The Art Institute.

8. The student shall abide by the general regulations including, but not limited to, student conduct, academic honesty, attendance, care of equipment, facilities, and related policies of The Art Institute and as set out in the AiV Student Handbook.

9. The student shall pay the prescribed tuition as set out in this Agreement and payment/schedule plan (if any) including other related fees as set out in this Agreement.

10. Overdue and unpaid accounts will be charged interest at a rate of 12% per annum.

11. The student shall not copy any software in use or developed during the program of studies by AiV, and agrees that any unauthorized use by him/her of such software infringes Canadian, U.S., and international patent laws, copyright laws, and laws of industrial property rights of third parties. The student further agrees to indemnify AiV for any suit brought against The Art Institute based on a claim resulting from the student's alleged wrongdoing. Such unauthorized use infringes such aforementioned laws, even where based upon use in combination with other software.

12. The student agrees to respect AiV's copyright and respect confidentiality regarding information about The Art Institute's business and programs which the student may acquire during his/her program of studies, and in particular, but not so as to limit generality of the foregoing, with respect to the use of courseware, learning methodologies, and program content.

13. AiV is not liable for delays in class schedules due to acts of God or circumstances beyond its control. In the event of temporary loss of service, The Art Institute shall use prudent and reasonable efforts to restore services as soon as practicable and reschedule lost class time.

14. I hereby give my consent to The Art Institute of Vancouver (and to those whom it may authorize) to photograph, film, and/or videotape me and/or to use a photographic reproduction of me or my artwork or photography (with or without my name), to identify me by name and/or with school and employment information, and/or to quote or record statements made by me, for any editorial, promotional, advertising, trade, or other purpose.

SECTION H – Disclosures and Notices:

1. Completion of AiV programs does not guarantee employment or any particular level of compensation. Actual employment will be dependent upon overall student background and quality of the application, presentation, initiative, and available employment opportunities at the time.

2. A copy of the Enrollment Agreement shall be provided to the student at the time the student signs the Agreement.

3. Your name and personal identification information, the name of your program of study, and the amount of tuition paid must be forwarded to the Private Career Training Completion Fund. This information is collected by PCTIA under Section 26 of the Freedom of Information and Protection of Privacy Act. For more information about this collection and use of this information, visit the Agency's website at www.pctia.bc.ca.

4. Financial assistance may be available to qualifying students through either public or private student assistance sources. The Art Institute makes no representations whatsoever about the eligibility of the student for student aid. In the event student assistance is provided to a student, the student recognizes he/she is solely responsible, (not the Government of Canada, the Provincial Assistance Program, or The Art Institute) to ensure repayment of the loan is in accordance with the terms of her/his loan/student assistance agreements.

5. AiV complies with applicable Privacy Laws. The Art Institute collects, uses, and retains individual student information for use including assessing student applications, student aid, student accounts, maintaining student academic records, placement tracking, program reviews, and to meet regulatory requirements. AiV may use student information to communicate with students including to provide students, applicants or graduates with information about AiV activities or additional program opportunities at AiV or its affiliates. Students MAY request removal from the AiV mailing list(s) by writing the Director of Admissions or the Registrar.

APPENDIX A - Schedule of Rates and other fees
Please see addendum.

APPENDIX B - Tuition Refund Policy:

The Art Institute of Vancouver tuition refund policy is no less generous than the PCTIA refund policy. Refunds will be made within 30 calendar days after the applicant's/student's written request or within 30 calendar days after his/her first scheduled class day. Refund entitlement is calculated on the total fees due under the contract, less the applicable non-refundable Application and Assessment Fee. Where total fees have not yet been collected, the institution is not responsible for refunding more than has been collected to date and a student may be required to make up for monies due under the contract. The AiV tuition refund policy is as follows:

1. Refunds Before the Quarter Starts:

(a) If the applicant is not approved for admission by The Art Institute of Vancouver, the applicant will receive

a refund of all tuition and other fees paid less the \$50 Application Fee.

- (b) If the applicant is approved and cancels the Enrollment Agreement in writing before the quarter of the program/course applied start date, the applicant will receive a refund of all tuition and other fees paid less the \$100 Assessment Fee and the \$50 (non-refundable) Application Fee.

Before Quarter Start Refund Example

A student enrolls in a 105-credit diploma program, such as the Animation Art & Design Program, pays the \$50 Application Fee and the \$100 Assessment Fee, makes monthly early payment incentive of \$1000 and purchases the starting kit for \$288 prior to starting classes. If the student cancels the Enrollment Agreement with written notice before the first day of class, the student receives a full refund, including the cost of the starting kit, if it is returned in good condition, minus the \$50 application fee and the \$100 Assessment Fee. The refund amount would be \$1288.

2. Refunds After the Quarter Starts:

- (a) If written notice of withdrawal is received by The Art Institute or a student is dismissed, within 10% of the quarter of study's duration, The Art Institute will retain 30% of the total tuition due under the contract for that quarter of study.
- (b) Subject to subsection (2)(a), if written notice of withdrawal is received by The Art Institute or a student is dismissed after 10% and before 30% of the quarter of study's duration, The Art Institute will retain 50% of the total tuition due under the contract for that quarter of study.
- (c) If a student withdraws or is dismissed after 30% of the quarter of study's duration, The Art Institute will retain 100% of the tuition due under the contract for the quarter of study.
- (d) In addition to the tuition fee refund proscribed under this section, the applicant/student will receive a refund of starting kit fees paid provided the kit has not been received by the student or the kit is returned to AiV unopened and within 20 days of the student's last day of class attendance.

The Student Quarterly Fee is non-refundable as of the first day of the quarter start. That is to say, if the student fails to cancel/withdraw their Enrollment Agreement by providing notice in writing to AiV before the first day of class of the quarter the Student Quarterly Fee is non-refundable.

After the Quarter Start Refund Example

(a) A student enrolls in a 75-credit diploma program, such as the Graphic Design program, pays the \$50 Application Fee, \$100 Assessment Fee, \$250 Student Quarterly Fee and the first quarter tuition of \$5,370. If the student cancels the Enrollment Agreement on the 5th day of class, the student receives a refund of the first quarter tuition minus 30%, minus the \$50 application fee, \$100 Assessment Fee, and the \$250 Student Quarterly Fee. The refund amount would be \$3,759.

3. Other Refund Policy Requirements:

- (a) Where an institution provides technical equipment to a student, without cost to the student, and the student withdraws or is dismissed, the institution may charge the student for the equipment or use of the equipment on a cost recovery basis, unless the student returns the equipment unopened or as issued within (14) calendar days.
- (b) Tuition refunds owing to students shall be paid within thirty (30) days of The Art Institute receiving written notification of withdrawal, or within thirty (30) days of The Art Institute's written notice of dismissal.
- (c) Where the delivery of the program of study is through home study or distance education, refunds must be based on the percent of the program of study completed at the rates specified in Part IV. 4 (b) of the PCTIA bylaws.
- (d) Where a student's tuition has been paid in part or in whole by a recognized student aid program, AiV may be required to refund the third funding party before any refund is payable to the student.

APPENDIX C – External Dispute Limitation and Arbitration:

You, the student, and The Art Institute of Vancouver ("AiV") agree that any dispute or claim between you and AiV (or any company affiliated with AiV, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this Enrollment Agreement or, absent of such Agreement, your enrollment or attendance at AiV, 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 AiV's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein. You further agree that you may only pursue arbitration after exhausting informal efforts and the internal dispute resolution processes including those set out in the AiV Student Handbook. Nothing in this Agreement prevents the student and AiV by mutual agreement, proceeding with mediation or other alternative dispute resolution process on agreed terms.

The arbitration shall follow the standards and rules of procedure as set out in the British Columbia Commercial Arbitration Act. If AiV intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with AiV, 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, AiV will select one.

AiV agrees that it will not elect to arbitrate any individual claim of less than \$5,000 that you bring in small claims court. If that claim is transferred or appealed to a different court, however, or if your claim exceeds \$5,000, AiV 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 AiV chooses arbitration, or instead agree to a third party mediation on agreed terms, 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 AiV would have in court also may not be available in arbitration. Any claim of any liability or loss whatsoever on behalf of the student in every circumstance is limited to an amount no greater than the total amount of tuition paid by the student to The Art Institute of Vancouver and that would be refundable under the tuition refund policy and no other loss of any kind whatsoever.

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 city of Vancouver. Upon your written request, AiV 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 legal counsel, 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 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 legal counsel, expert and witness fees), to the extent such fees and expenses could be imposed by the British Columbia Commercial Arbitration Act and consistent with the civil procedures rules of the Province of British Columbia as applicable.

This arbitration provision shall survive the termination of your relationship with AiV.

APPENDIX D - Costs for Books

Please see addendum.

APPENDIX E – Other Important Information:

1. Student Assistance and Minimum Course Load (For Information Purposes)

While The Art Institute of Vancouver is not responsible for changes in StudentAid BC policies it is helpful for students to be aware that as of the date of the printing of this agreement, StudentAid BC requires that all students on full-time student assistance maintain a minimum course load of 60% of a full course load of the program for the duration of their study period. In the case of students with a documented disability, the requirement, subject to the approval of StudentAid BC, is to maintain a course load of not less than 40% of a full program course load for the duration of their study period. Students who fail to maintain a full-time course load as defined by StudentAid BC are deemed to be withdrawn for the purposes of StudentAid BC eligibility for full-time student assistance.

In addition, students are required to maintain good attendance in order to remain in good standing with StudentAid BC and The Art Institute of Vancouver's attendance policy. Please review The Art Institute of Vancouver attendance policies found in the Student Handbook including the policy that a student who is absent for four (4) or more cumulative classes in a course will be withdrawn from the course seven (7) calendar days after having missed the last class unless the student has successfully appealed his dismissal following the process set out in the Student Handbook. In any case where a student has missed 10 or more consecutive instructional days of study, or 20% of the program or they can no longer complete their program by the end of the study period, the student is deemed withdrawn and if the student is on student assistance, StudentAid BC is notified of the withdrawal. The Art Institute of Vancouver reports to StudentAid BC all students on StudentAid BC and who have been withdrawn or dismissed for any reason. Subject to StudentAid BC policy in effect at the time of the withdrawal, students who are deemed withdrawn/dismissed may be required to refund StudentAid BC, including the possibility of pro-rating of student assistance up to the date of the withdrawal/dismissal. Changes in course loads may have serious student assistance implications to the student. Students must consult The Art Institute of Vancouver financial planner before the student changes the course load originally planned when they entered into this Enrollment Agreement.

2. Program Types

Centre for Professional Development (CPD) programs are short non-credit training programming. These programs generally do not have occupational outcome and may range from hobby courses to professional upgrading. Students in these programs do not access AiV Career Services as part of their program.

Certificate Programming is non-CPD programming with career training outcomes, and generally of a more limited scope than Diploma programs. Certificate programs do have occupational outcomes, but do not access AiV Career Services as part of their program.

Diploma Programming is a type of career training, which generally is more advanced than Certificate programs. Students in Diploma programs have access to AiV Career Services as part of their program.

3. The Admissions Process

As part of the application process, applicants are required to independently conceive and write an essay explaining what they expect to accomplish while studying at The Art Institute. Applicants must also present a record of accomplishment of core academic courses as evidence through transcript grade point average, a personal interview with an admissions representative and meeting all other requirements stated in this Agreement. Students are required to provide a \$100 Assessment Fee and \$50 Application Fee (non-refundable) with their application. When a student is challenging a foundation program (seeking advanced standing admission), the Admissions Committee will undertake an assessment in accordance with challenge criteria and make a determination if the student will be accepted into the program without the foundation requirement or be required to take the foundation component. The determination of the Admissions Committee cannot be appealed. Where a student applies for a core program but the Admissions Committee determines the student is required to complete the Foundation quarter, the Enrollment Agreement shall be amended to reflect the correct program (with Foundation) or a new Enrollment Agreement will be signed.

Applicants who do not submit transcript scores may be

required to take additional testing, the results of which will be reviewed by the Admissions Committee. The Committee may then grant acceptance but applicants still will be required to submit official high school transcript scores or a college transcript if the student has graduated from college by a date established by the Director of Admissions. Students without an acceptable high school graduation certificate are required to apply as a mature student. A \$500 deposit is required for the Professional Recording Arts and Independent Recording Arts programs to complete registration and reserve a seat until your first tuition payment is due. This deposit is treated in accordance with the General Directives under the Private Career Training Institutions Agency and will be deducted from your final tuition payment. This is not an extra cost as it is part of the full tuition. First-quarter tuition and fees for new students become due 30 days prior to entry. The Enrollment Agreement becomes effective and legally binding on the student upon the determination by The Art Institute that the student meets the admission requirements. Each quarter is approximately 11 weeks. An applicant's tuition rates are not locked in until they have been accepted into the program. The tuition charge set out in this Agreement is subject to change.

4. Program Completion Dates and Maximum Allowable Completion Timeframe.

The program completion is based on a calculation of a student continuously enrolled as a full-time student to program completion. In the event the student interrupts their studies (i.e. taking a quarter off) they must notify AiV so the program completion date can be amended. The actual program completion may be impacted by interruptions or schedule changes. Completion date amendments shall not be deemed a breach of this agreement or any warrantee here under.

To be awarded the designated Certificate or Diploma of the academic program, the student must successfully complete all the program requirements within a maximum allowable timeframe, which is 150% of the program length. The maximum allowable timeframe is calculated, as a period of time during which the student attempts 1.5 times the number of credit hours required to complete the program.

5. Attending Classes at other AiV Locations

Students may be scheduled to attend classes at another AiV location other than their primary location of enrollment.

6. Conversion Fee (The International Culinary School at The Art Institute of Vancouver):

Students enrolled in applicable culinary Diploma programs who wish to convert successfully completed Diploma program components into one or more applicable Certificate programs or convert Certificate programs into an applicable Diploma program may apply to the Registrar to do so. A credential conversion fee of \$250 will be charged per request.