

# ENROLLMENT AGREEMENT FOR DEGREE PROGRAMS

Two Columbus Center, 4500 Main Street, Suite 100, Virginia Beach, VA 23462  
Toll-Free: 877.437.4428 | Local: 757.493.6700 | Fax: 757.493.6800 | www.artinstitutes.edu/virginia-beach

Last Name

First Name

Street Address or P.O. Box

City State Zip

Email

Home Phone Number Cell Phone Number

Business Number

Emergency Contact Name Relationship

Telephone Number

Social Security Number ADA Initials ADA Number

**PROGRAM INFORMATION:**

Date of Admission Anticipated End Date

**CHECK QUARTER STARTING DATE:**

July 11, 2011 - SUMMER I
  November 10, 2011 - FALL II  
 August 18, 2011 - \*SUMMER II
  Other \_\_\_\_\_  
 October 3, 2011 - FALL I

\* The maximum number of credits available during this abbreviated quarter does not meet the definition of full course of study for applicants requiring student non-immigrant status. Applicants seeking student non-immigrant status therefore cannot start school in these quarters.

**PROGRAM FOR WHICH YOU ARE APPLYING (Check one):**

**BACHELOR OF ARTS DEGREE PROGRAMS:**  
 132 weeks/180 quarter credits  
 Advertising  
 Fashion & Retail Management

**BACHELOR OF SCIENCE DEGREE PROGRAM:**  
 132 weeks/180 quarter credits  
 Culinary Arts Management

**BACHELOR OF FINE ARTS DEGREE PROGRAM:**  
 132 weeks/180 quarter credits  
 Graphic Design  
 Interior Design  
 Media Arts & Animation  
 Photographic Imaging  
 Web Design & Interactive Media

**ASSOCIATE IN ARTS DEGREE PROGRAMS:**  
 66 weeks/90 quarter credits  
 Culinary Arts  
 Graphic Design  
 Web Design & Interactive Media

**FINANCIAL INFORMATION**  
Current Schedule of Charges\*

**Total cost of the \_\_\_\_\_ program: \$ \_\_\_\_\_**

**Tuition**  
Current tuition rate per credit hour: **\$486** Tuition (16 credit hours) Per Quarter: **\$7,776** Per Academic Year: **\$23,328**

**\*Total estimated tuition costs to complete each program are:**  
 12-Quarter BA/BFA/BS program (180 credits) **\$87,480**      6-Quarter AA (90 credits) **\$43,740**

\*The total costs are based on the current credit hour rate. The Art Institute of Virginia Beach, a branch of The Art Institute of Atlanta, will increase the tuition rate at least once per year, which will increase the total amount of the program. Tuition costs of up to \$3,888 (at the current rate of \$486 per credit hour) beyond the usual total for a degree may occur if the student is required to take transitional studies classes for developmental purposes; students take a maximum of two transitional studies classes.

**Supplies and Textbooks**  
The average monthly cost of consumable supplies and textbooks by program is as follows:

Advertising	\$125	Fashion & Retail Management	\$125	Media Arts & Animation	\$125
Culinary Arts	\$70	Graphic Design	\$125	Photographic Imaging	\$250
Culinary Arts Management	\$70	Interior Design	\$125	Web Design & Interactive Media	\$125

Please note that the actual costs often occur at the start of a quarter, and are not evenly spread throughout the quarter.

**Starting Kits and Additional Required Equipment**  
The starting kit is optional and consists of basic equipment, first-quarter textbooks, and materials needed 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 of Virginia Beach or at most supply stores. Kit prices include tax and are subject to change.

Advertising	\$333	Fashion & Retail Management	\$333	Media Arts & Animation	\$333
Culinary Arts	\$839	Graphic Design	\$333	Photographic Imaging	\$2,000
Culinary Arts Management	\$839	Interior Design	\$333	Web Design & Interactive Media	\$333
Culinary Arts Management*	\$150				

**Lab Fees**

Culinary Arts	\$285 per quarter (all quarters)	Online course	\$100 per course taken online
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\*Additional kit required in the 8th quarter of Culinary Arts Management degree program.

**Digital Resource Fee\***

Advertising	\$2,200	Graphic Design, AA	\$1,100	Photographic Imaging	\$2,200
Culinary Arts	\$1,100	Graphic Design, BFA	\$2,200	Web Design & Interactive Media, AA	\$1,100
Culinary Arts Management	\$2,200	Interior Design	\$2,200	Web Design & Interactive Media, BFA	\$2,200
Fashion & Retail Management	\$2,250	Media Arts & Animation	\$2,200		

\*The digital resource fee includes the cost of the digital textbook as well as other digital resources which are integrated into the course and vary by program. The fee includes all applicable taxes. This estimated fee assumes all courses require a digital resource; however currently not all courses use digital resources. Courses that include digital resources will be noted in the registration material and the fee will be charged automatically in addition to tuition. If a course does not use digital resources, the student remains responsible for purchasing the required text and materials. The digital resource fee is \$50 per course.

**CONTRACT ACCEPTANCE**

I, the undersigned, have read and understand this agreement and acknowledge receipt of a copy. It is further understood and agreed that this agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified without the written agreement of the student and the School Official. I also understand that if I default upon this agreement I will be responsible for payment of any collection fees or attorney fees incurred by The Art Institute of Virginia Beach, a branch of The Art Institute of Atlanta. 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.

Signature of School Official \_\_\_\_\_ Date \_\_\_\_\_  
 Student's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Parent's (or Guardian's) Signature (if student is under 18 years of age) \_\_\_\_\_ Date \_\_\_\_\_

**REPRESENTATIVE'S CERTIFICATION**

I hereby certify that \_\_\_\_\_ has been interviewed by me and in my judgment, meets all requirements for acceptance as a student in the \_\_\_\_\_ (program name) at The Art Institute of Virginia Beach, a branch of The Art Institute of Atlanta, as described in the school catalog. I further certify that there have been no verbal or written agreements or promises other than those appearing on this agreement.

Title of Authorized School Official \_\_\_\_\_  
 Signature of Assistant Director of Admissions \_\_\_\_\_ Date \_\_\_\_\_  
 A Student Financial Plan including a retail installment agreement will be attached to this Agreement and is incorporated by reference.

**STUDENT ACKNOWLEDGMENTS**

1. I hereby acknowledge receipt of the school's catalog on the day of \_\_\_\_\_ which contains information describing programs offered, and equipment/supplies provided. The school catalog is included as part of this enrollment agreement, and I acknowledge that I have received a copy of this catalog. \_\_\_\_\_ Student initials

2. I have carefully read and received an exact copy of this enrollment agreement. \_\_\_\_\_ Student initials

3. I understand that the school may terminate my enrollment if I fail to comply with attendance, academic, and financial requirements or if I fail to abide by established standards of conduct, as outlined in the school catalog. While enrolled in the school, I understand that I must maintain satisfactory academic progress as described in the school catalog and that my financial obligation to the school must be paid in full before a certificate may be awarded. \_\_\_\_\_ Student initials

4. I understand that the school does not guarantee employment to graduates upon program completion or upon graduation. \_\_\_\_\_ Student initials

5. I understand that complaints, which cannot be resolved by direct negotiation with the school in accordance with its written grievance policy, may be filed with the State Council of Higher Education for Virginia, 101 N. 14th Street, 9th Floor, James Monroe Building, Richmond, VA 23219. All student complaints must be submitted in writing. \_\_\_\_\_ Student initials

I understand that I am responsible for tuition and fees pertaining to the program's required course of study. The tuition and fees contained in this Enrollment Agreement are subject to change. The per credit hour rate is subject to an increase at least once per calendar year which will increase the total amount for the program. The adjustment to the per credit hour rate may occur before I begin classes and my program will be calculated using the new rate. Any changes to tuition and fees will be published to students.

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 Virginia Beach. The Enrollment Agreement and catalog, together with other published The Art Institute of Virginia Beach policies, procedures, student conduct codes and separate student housing agreement, if any, shall constitute the entire agreement between the student and The Art Institute of Virginia Beach. 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 President of The Art Institute of Virginia Beach. I also understand that this Agreement constitutes a binding contract upon acceptance by The Art Institute of Virginia Beach.

## STUDENT'S RIGHT TO CANCEL

YOU, THE STUDENT, MAY CANCEL YOUR ENROLLMENT WITHOUT ANY PENALTY OR OBLIGATION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER SIGNING THIS ENROLLMENT AGREEMENT. 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 SERVICES CEASE TO BE OFFERED. IF YOU CANCEL YOUR ENROLLMENT FOR ANY OF THESE REASONS, THE ART INSTITUTE OF VIRGINIA BEACH MAY KEEP ONLY A PORTION OF THE TUITION OR OTHER CHARGES.

**Please do not sign this Enrollment Agreement before you read it in its entirety. 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 this Agreement.**

### NOTICE TO BUYER:

- Do not sign this agreement before you have read it or if it contains any blank spaces.
- This agreement is a legally binding instrument. Both sides of the contract are binding only when the agreement is accepted, signed, and dated by the authorized official of the school or the admissions officer at the school's principal place of business. Read both sides before signing.
- You are entitled to an exact copy of this agreement and any disclosure pages you sign.
- This agreement and the school catalog constitute the entire agreement between the student and the school.
- Although the school will provide graduate employment assistance, the school does not guarantee placement to graduates upon program completion or upon graduation.
- The school reserves the right to reschedule the program start date when the number of students scheduled is too low.
- The school reserves the right to terminate a student's training for unsatisfactory progress, nonpayment of tuition, or failure to abide established standards of conduct.
- The school does not guarantee the transferability of credits to a college, university or institution. Any decision on the comparability, appropriateness and applicability of credit and whether they should be accepted is the decision of the receiving institution.

### TUITION POLICY

The student is responsible for tuition and fees pertaining to the program's required course of study. The tuition and fees contained in this Enrollment Agreement are subject to change. The per-credit-hour rate is subject to an increase at least once per calendar year which will increase the total amount for the program. The adjustment to the per-credit-hour rate may occur before the student begins classes and the student's program will be calculated using the new rate. Any changes to tuition and fees will be published to students.

First quarter tuition and fees for new students become due thirty (30) days prior to entry. Thereafter, quarterly tuition for each succeeding quarter is due upon registration, approximately (3) weeks prior to the end of each academic quarter. A student 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 payment plan. There is a \$25.00 fee imposed on continuing students for late registration. Tuition is charged on a quarter-by-quarter basis. Students are not obligated beyond the quarter they are currently attending. The Art Institute of Virginia Beach reserves the right to add, delete, or modify its policies and procedures, with or without notice. 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.

### STUDY ABROAD OPTION

Special U.S. and overseas trips are voluntary and are not included in regular tuition and fees.

### REFUND POLICY

#### REFUND DURING CANCELLATION PERIOD

If a student cancels a course on or before the first day of instruction at The Art Institute of Virginia Beach, the student must receive a refund of 100 percent of the amount paid for tuition charges, less a deposit or application fee not to exceed \$100.00.

#### CANCELLATION REFUND POLICY

Rejection: An applicant rejected by the school is entitled to a refund of all monies paid.

Five-Day Cancellation: An applicant who provides written notice of cancellation within five (5) business days, excluding weekends and holidays, of executing the enrollment agreement is entitled to a refund of all monies paid.

Other Cancellations: An application requesting cancellation more than five (5) days after executing the enrollment agreement and making an initial payment, but prior to the first day of class is entitled to a refund of all monies paid, less a maximum tuition fee of 15% of the stated cost of the course or \$100, whichever is less.

#### Withdrawal Procedure:

- A student choosing to withdraw from the school after the commencement of classes is to provide a written notice to the Dean or Registrar of the school. The notice must include the expected last date of attendance and be signed and dated by the student.
- A student will be determined to be withdrawn from the institution if the student misses seven consecutive instructional days and all of the days are unexcused.
- All refunds must be submitted within 45 days of the determination of the withdrawal date.

Tuition refunds will be determined as follows (Please note that the following text provides the minimum refund policy pursuant to 8 VAC 40-31-160 (N) of the Virginia Administrative Code; the school may exceed these standards and be more generous to students. If the school is eligible to participate in the federal financial aid programs, the school's refund policy must also comply with the federal guidelines and be described in the enrollment agreement.):

#### REFUND POLICY PRIOR TO MATRICULATION, ALL STUDENTS

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 the application for admission will be considered a student.

- All monies paid by applicants will be refunded if they are not accepted for admission.
- All monies paid by the applicant will be refunded if requested by the applicant within five (5) business days after signing the enrollment agreement and making an initial payment.
- Applicants requesting cancellation more than five(5) business days after signing the enrollment agreement and more than ninety (90) days prior to their original class start date, will receive a refund of all monies paid, less the \$50 application fee.
- Applicants requesting cancellation more than five (5)business days after signing the enrollment agreement, but less than ninety (90) days prior to their original class start date, will receive a refund of all monies paid, less the \$50 application fee and \$100 enrollment fee.
- Applicants attending The Art Institute of Virginia Beach who are requesting cancellation more than five (5) business days after signing the enrollment agreement, but less than ninety (90) days prior to their original class start date, will receive a refund of all monies paid, less a maximum tuition fee of 15% of the stated costs of the course or program or \$100, whichever is less.
- The application fee is valid for four consecutive quarters, including the original start date quarter. Students wishing to reapply after four quarters will be required to submit a new application fee.

#### REFUND POLICY AFTER MATRICULATION, ALL STUDENTS

In the event of a withdrawal by the student or termination by The Art Institute of Virginia Beach during any quarter of study:

- Prepaid tuition for any period beyond the current quarter will be refunded in full.
- The Art Institute of Virginia Beach shall terminate the student when the student has missed seven (7) (consecutive) class days (or within twenty (20) calendar days from the student's last day of attendance, whichever is less) and The Art Institute shall pay the refund within thirty (30) days of that written termination date. 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 Art Institute of Virginia Beach participates.
- The student may voluntarily withdraw from the college by notifying the office of the registrar in person or in writing. For a student who attended a previous quarter of study and did not indicate that he/she was not returning, refunds will be made within thirty (30) days of the first scheduled day of class in the quarter in which the student was expected to return.
- In the event of a fully documented extreme illness or personal emergency that makes it impractical for the student to complete the program, The Art Institute of Virginia Beach may modify the tuition refund policy as deemed appropriate to the circumstances. After the student's first period of enrollment, if the student withdraws in a subsequent period due to mitigating circumstances, he/she will receive a refund, except for room and board, as provided under "Adjustment of Charges". Mitigating circumstances are those that directly prohibit the student from pursuing his/her program and are beyond his/her control. These include the student's serious illness, death in the student's immediate family, or active duty/military service, including active duty for training.
- A separate lease agreement and refund policy exists for students who lease housing accommodations arranged by The Art Institute of Virginia Beach.
- The Art Institute of Virginia Beach reserves the right to apply any student payment, or any refund due to a student, to any student financial account that is in arrears.
- Each academic quarter is eleven (11) weeks in duration. The calculation of refunds is based upon the last day of attendance within the quarter.
- In the event The Art Institute of Virginia Beach cancels or changes a course or program of study in such a way that a student who had started a program or course is unable to complete it, The Art Institute of Virginia Beach will refund all monies paid by the student for the course or program within thirty (30) days.

#### REFUND POLICY FOR ONLINE COURSE WITHDRAWAL

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

#### RETURN OF FEDERAL TITLE IV AID:

In compliance with Federal regulations, the school will determine how much Federal student financial assistance the student has earned or not earned when a student withdraws from school.

The school will calculate the percentage and amount of awarded Federal student financial assistance that the student has earned if the student withdraws up through the 60 percent point of the term. If the student has completed more than 60 percent of the term, the student earns 100 percent of the Federal student financial assistance.

The amount earned will be based on the percentage of the term that was completed in days up to and including the last date of attendance. To calculate the amount earned, the school will determine the percentage by dividing the number of calendar days completed in the term up to and including the last date of attendance by the total number of calendar days in the term.

If the student received more than the amount of Federal student financial assistance earned, the difference will be returned to the Federal student financial assistance programs from which funds were received in the following order: Unsubsidized Stafford Loan, Unsubsidized Direct Loan, Subsidized Stafford Loan, Subsidized Direct Loan, Perkins Loan, PLUS Loan, Pell Grant, ACG, SMART, SEOG. Funds will be returned to the aid source within 45 days of the date that the school determines that the student has withdrawn.

If more Federal student financial assistance has been earned than has been received, the student may be eligible for a post-withdrawal disbursement. The school will notify the student of any post-withdrawal disbursement for which the student may be eligible and what steps need to be taken for the Federal financial assistance funds to be received.

If Federal student financial assistance funds need to be returned, the institution must return a portion or all of the unearned funds equal to the lesser of:

- The institutional charges multiplied by the percentage of the unearned Federal student financial assistance funds; or
- The entire amount of unearned funds.

If there are remaining unearned Federal financial aid funds to be returned, the student must return any loan funds that remain to be returned in accordance with the terms and conditions of the promissory note. If the remaining amount of funds to be returned include grant funds, the student must return any amount of the overpayment that is more than half of the grant funds received. The school will notify the student as to the amount owed and how and where it should be returned.

To officially withdraw, the student will need to notify the Registrar's Office. The registrar will assist the student to complete the withdrawal process and will determine the last date of attendance and the date of determination. The date of determination would be the earlier of the date the student begins the school's withdrawal process or the date the student provides notice. For students who unofficially withdraw, the Registrar will determine the last date of attendance using attendance records.

#### ADJUSTMENT OF CHARGES

In accordance with the student enrollment agreement, the college will refund tuition and fees and other charges, as follows.

##### Quarter Start

Weeks 1 – 3 – 50%  
Weeks 4 – 6 – 25%  
Weeks 7 – 11 – 0%

##### Mid-Quarter Start

Week 1 – Week 2, Day 2 – 50%  
Week 2, Day 3 – Week 3 – 25%  
Week 2 – 75%  
Week 3 – 50%  
After Week 3 – 0%

Examples of this calculation can be found in the Student Accounting Office.

#### KIT RETURN POLICY

Students who leave school during the first six (6) weeks of the first quarter of attendance may return the Supply Kit, and/or individual components of the Supply Kit, within twenty-one (21) days of the students' last day of attendance. A refund or credit will be given only if the items being returned haven't been used or are still sealed.

#### GRADUATION FEE

All students are assessed a \$100 Graduation Fee at the beginning of their final quarter.

#### INTEREST ON OUTSTANDING BALANCES

The student understands and agrees that he/she 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 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.

#### HANDLING OF STUDENT COMPLAINTS

Questions or concerns that are not satisfactorily resolved by The Art Institute of Virginia Beach officials may be brought to the Commonwealth of Virginia, State Council of Higher Education for Virginia, 101 North Fourteenth Street, Richmond, VA 23219, telephone number: 804.225.2600, Fax: 804. 225.2604.

#### ARBITRATION

Every student and The Art Institute of Virginia Beach agrees that any dispute or claim between the student and The Art Institute of Virginia Beach (or any company affiliated with The Art Institute of Virginia Beach, or any of its officers, directors, trustees, employees or agents) arising out of or relating to a student's enrollment or attendance at The Art Institute of Virginia Beach whether such dispute arises before, during or after the student's attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at the student's or the Art Institute of Virginia Beach's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein. This policy, however, is not intended to modify a student's right, if any, to file a grievance with any state educational licensing agency.

If a student decides to initiate arbitration, the student may select either, JAMS or the National Arbitration Forum ("NAF") to serve as the arbitration administrator pursuant to its rules of procedure. The Art Institute of Virginia Beach intends to initiate arbitration; it will notify the student in writing by regular mail at the student's latest address on file with The Art Institute of Virginia Beach, and the student will have 20 days from the date of the letter to select one of these organizations as the administrator. If the student fails to select an administrator within that 20-day period, The Art Institute of Virginia Beach will select one.

The Art Institute of Virginia Beach agrees that it will not elect to arbitrate any undividable claim of less than the relevant jurisdictional threshold that a student may bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if a student's claim exceeds than the relevant jurisdictional threshold The Art Institute of Virginia Beach reserves the right to elect arbitration and, if it does so, each student agrees that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER A STUDENT OR THE ART INSTITUTE OF VIRGINIA BEACH CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL TO ENFORCE ANY CLAIM, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES; OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, A STUDENT WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT A STUDENT OR THE ART INSTITUTE OF VIRGINIA BEACH WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against a student may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which the student resides. Upon a student's written request, The Art Institute of Virginia Beach will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500 per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., shall govern this arbitration. The arbitration provision shall survive the termination of a student's relationship with The Art Institute of Virginia Beach. If a student has a question about the arbitration administrator mentioned above, the student can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com, 8003525267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, www.arbforum.com, 800-474-2371.

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

#### TRANSFERABILITY OF CREDITS

The Art Institute of Virginia Beach is a branch campus of The Art Institute of Atlanta. The Art Institute of Atlanta is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404.679.4500 for questions about the accreditation of The Art Institute of Atlanta.

The Art Institute of Virginia Beach, a branch of The Art Institute of Atlanta, is certified by The State Council of Higher Education for Virginia (James Monroe Building, 101 North Fourteenth Street, Richmond, VA 23219; 804.225.2600) to operate in Virginia.

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 as course content, grades, accreditation and licensing.

The goal of The Art Institute of Virginia Beach 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 Virginia Beach 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 Virginia Beach will transfer to another school.

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 Virginia Beach may be transferable into that school's program.

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

#### EMPLOYMENT ASSISTANCE

The Art Institute of Virginia Beach does not guarantee employment or any particular level of compensation following graduation. The Art Institute of Virginia Beach does, however, offer assistance in finding employment to all eligible graduates at no additional charge. Graduates who confine employment considerations to the metropolitan area served by The Art Institute of Virginia Beach may limit the particular employment opportunities available to them.

#### POLICIES AND PROCEDURES

The student is on a continuing quarter-by-quarter enrollment basis and agrees to comply with all published policies and procedures of The Art Institute of Virginia Beach. The Art Institute of Virginia Beach reserves the right to add to, delete, or modify its policies and procedures.

#### STUDENT WITHDRAWAL

The student may voluntarily withdraw from school by notifying the Office of the Registrar in writing or in person. The refund policies outlined in this Agreement shall apply in the event that a student withdraws, is suspended, or is terminated from school.

#### COURSE SCHEDULE

Courses may be scheduled any day of the week, Monday through Saturday. Some classes may be scheduled to begin at 6:30 AM and some classes may end at 11:30 PM. A student's schedule may be a combination of morning, afternoon, and evening courses. Days and times of attendance will vary for students according to their program of study and may change from quarter to quarter. The average length of instruction is 20 hours per week for a student taking a full load (16 credits) except for Culinary students. Culinary students will attend an average of 22 hours per week. A student must take a minimum of 12 credits in order to be considered a full-time student. The Art Institutes reserve the right to modify the school calendar, curriculum, and course schedules. When size and curriculum permit, courses may be combined.

#### 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 equipment that he/she would be likely 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 the program, each student may find it necessary to schedule use of the equipment outside normal 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 assignments.

#### CURRICULUM

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

#### NON-DISCRIMINATION

The Art Institutes do not discriminate or harass on the basis of race, color, national origin, sex, gender, sexual orientation, disability, age, religion, genetic marker or any other characteristic protected by state, local or federal law, in our programs and activities, or with respect to admission or employment.

#### ENGLISH LANGUAGE PROFICIENCY

All applicants to The Art Institutes whose first language is not English must demonstrate competence in the English language. Demonstration that English is an applicant's "first" language can be satisfied 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 minimum score on the written Test of English as a Foreign Language (TOEFL) or its TOEFL Internet (iBT) equivalent. A minimum score of 500 on the written TOEFL or 61 on the TOEFL Internet (iBT) is required for diploma programs. A minimum of 500 on the written TOEFL or 61 on the TOEFL Internet (iBT) is required for all associate and bachelor's level degree programs. A minimum of 550 on the written TOEFL or 79-80 on the TOEFL Internet (iBT) is required for master's level degree programs.

Applicants should contact the Admissions Office to determine other examinations for which official scores, equivalent to TOEFL, are acceptable as an alternative to TOEFL.

#### 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'S RIGHT TO KNOW

According to regulations published by the Department of Education based on the Student Right-to-Know Act, the graduation/completion rates for first-time, full-time students who entered school and graduated/completed within 150% of the normal time to complete the program, as published in the catalog, must be made available to current and prospective students. You may obtain this information in the Admissions Office.

#### RETENTION RATE

According to regulations published by the Department of Education the retention rate of certificate or degree seeking first time, undergraduate students must be made available to all enrolled students and prospective students. You may obtain this information in the Admissions Office.

#### NON-PAYMENT OF CHARGES

Non-payment of tuition, housing, fees and/or other charges due to The Art Institute will result in the student being obligated for additional collection costs, collection agency costs, and legal costs. In addition, we reserve the right to report your failure to pay amounts owed to one or more national credit bureau organizations and not release your academic transcript until all your debts to us are paid in full.

For checks issued to The Art Institute that are returned due to insufficient funds, a \$25.00 processing fee may be charged. When a check is returned, The Art Institute reserves the right to require payment by cash or certified funds.

#### TUITION & FEES

Active Duty, Active and Drilling members of the Reserve and National Guard and Spouses of Active Duty Military Personnel: The Art Institute's offers a special military tuition discount of 10% to eligible Active Duty, Active and Drilling members of the Reserve and National Guard and spouses of Active Duty military personnel. The Military Discount of 10% applies to Active Duty and Active and Drilling members of the Reserve and National Guard and spouses of active duty military personnel, if their tuition and fees are not being fully paid under Chapter 33

#### FEES

The enrollment fee and the application fee are waived for Active Duty and Active and Drilling members of the Reserve and National Guard. The application fee is waived for all veterans who qualify for government military education financial aid and spouses of Active Duty military personnel.