



1409 Williams Road • York, Pennsylvania 17402  
717.755.2300 / 800.864.7725

**ENROLLMENT AGREEMENT  
THE ART INSTITUTE OF YORK - PENNSYLVANIA**

I, \_\_\_\_\_ Student ID #: \_\_\_\_\_, accept the terms of enrollment at THE ART INSTITUTE OF YORK - PENNSYLVANIA, as described in this Enrollment Agreement and the School Catalog, for the \_\_\_\_\_ course of instruction: The School start date is:

August 20, 2009 \_\_\_\_\_ October 5, 2009 \_\_\_\_\_ November 12, 2009 \_\_\_\_\_ January 11, 2010 \_\_\_\_\_  
February 18, 2010 \_\_\_\_\_ April 5, 2010 \_\_\_\_\_ May 13, 2010 \_\_\_\_\_

Each school quarter consists of 11 weeks. There are 7 quarters (77 weeks) for the Associate of Science Degree programs and 12 quarters (132 weeks) for the Bachelor of Science Degree programs. Associate of Science Degree in Graphic Design will earn 108 quarter credits and Associate of Science Degree in Kitchen & Bath Design will earn 115 quarter credits. All Bachelor of Science Degree programs (Graphic Design, Interior Design, Media Arts & Animation, Web Design & Interactive Media, and Fashion & Retail Management) will earn 180 quarter credits. Classes are held Monday through Friday 8 a.m. to 10 p.m. and Saturday from 8 a.m. to 5 p.m.

**COST:** Application Fee: \$50 Administrative Fee: \$100

**Tuition:** The current per credit hour tuition rate is \$465 or \$7440 per quarter for full time students; total program tuition is \$83,700 for all Bachelor of Science Degree Programs, \$53,475 for the Associate of Science Degree in Kitchen & Bath Design and \$48,360 for the Associate of Science Degree in Graphic Design. 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. Any changes to tuition and fees will take place at the beginning of the term with at least sixty (60) days notice.

**Books and Supplies:** Cost of initial texts, basic equipment, and materials: Graphic Design (Bachelor’s and Associate’s) - \$1090, Interior Design - \$970, Media Arts & Animation - \$860, Web Design & Interactive Media - \$715, Fashion & Retail Management - \$835, Kitchen & Bath Design - \$725. Cost of consumable supplies is approximately \$25 - \$40 per week. Additional textbooks and equipment will be required in subsequent terms.

**Fees:** There is a \$50 late registration fee for continuing students who do not register for their next term during the appropriate registration week. There is a \$50 charge for graduation cap and gown.

**Student Activity Fee:** A onetime fee of \$50 for Associate’s Degree programs and \$100 for Bachelor’s Degree programs in addition to tuition will be charged to each student upon enrollment to support student related activities at the school beginning with the August 20, 2009 start.

**TERMS OF PAYMENT:** Tuition is charged by the quarter. Students are not obligated for future quarters. Payment for tuition, net of confirmed third party payments, is due in full prior to the start of each quarter. Tuition financing at prevailing interest rate may be available through an outside company. Students with delinquent accounts will not be allowed to start subsequent quarters. A transcript of grades will not be released until all financial matters have been satisfactorily completed.

**NON-PAYMENT OF CHARGES:** Non-payment of tuition, housing, and/or other charges to The Art Institute of York – Pennsylvania will result in you being obligated for collection agency costs and legal costs. We also reserve the right to report your failure to pay amounts 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 - TERMINATION - REFUND:** Applicants may cancel their enrollment in writing or in person at any time. The application fee (\$50) will be refunded in full if the applicant requests cancellation within five (5) calendar days of application or first visiting the School, whichever comes last. The administrative fee (\$100) is refunded if the applicant does not start classes.

The Art Institute of York — Pennsylvania is consistent with the State, Federal, and Accrediting Commission requirements. Students who withdraw after the beginning of a term are responsible for tuition earned by the School, based on the schedule below:

Amount of Term Completed	Tuition Obligation for Term
During the first seven calendar days of term	10% due
After first week and through 25% of term	45% due
Over 25% through 50% of term	70% due
Over 50% through 100% of term	Full tuition due

The termination date for refund calculation purposes is the last date of recorded attendance of the student. The student is responsible for notifying the school of withdrawal. Refunds are made within thirty (30) days from the last date of attendance. The refund policy applies to students who voluntarily withdraw or are terminated by the school for failure to satisfy the School’s standards of academic progress, conduct, or financial obligation.

A separate lease agreement and refund policy exists for students who lease housing arranged and provided by The Art Institute of York — Pennsylvania. The Art Institute of York — Pennsylvania reserves the right to apply any student payment, or any refund due to a student, to any student financial account in arrears.

A separate equipment rental agreement with the Information Technology Department exists for students who choose to sign out equipment for curriculum-based projects where fees for late return or costs for damages and/or replacement or equipment charges are incurred. The Art Institute of York — Pennsylvania reserves the right to apply the charges to the students account.

The Art Institute of York — Pennsylvania reserves the right to terminate enrollment to a student who fails to complete their financial obligations to the school as determined by their student financial plan and who remains in arrears on their cash payment plans. Review of students whose balances remain in arrears due to failing to complete any or all financial requirements may be subject to financial termination. Notification of financial termination is made in the form of a letter to the student.

**Mid-Session Starts**

In order to qualify for most types of financial aid, students beginning mid-session must register for and maintain enrollment in a minimum of 6 credits during the first session of study. The mid-session is approximately 5 ½ weeks in duration. Students starting their first course of study at the mid-session start date will follow the same refund policy as stated in the enrollment agreement to include the Return of Federal Title IV Aid and Adjustment of Charges except that it is based on the beginning and ending date of the mid-session. In accordance with school policy, the school will earn tuition and fees for the mid-quarter as follows:

Amount of Mid-Session Completed	Tuition Obligation
Week One	25%
Weeks Two and Three	50%
Week Four	75%
After Week Four	100%

Students starting their first course of study at the mid-session start date will be given a four (4) day drop/add period during which they can drop or change a class without penalty as long as they do not drop out of school entirely. If they withdraw from school, the standard refund policy will apply. If a student drops or adds one or more class(es), financial aid eligibility may change. Students are advised to contact their Financial Aid Officer before dropping or adding a class. This applies only to the mid-session starting student. Students who leave school during the first three weeks of the mid-quarter session may return the starting kit and/or individual components of the starting kit within 10 days of their last date of attendance of the mid-quarter.

**RETURN OF FEDERAL FUNDS**

Refunds are allocated to financial sources in accordance with Federal Department of Education regulations. Regulations require refunds for students who receive Federal grants and/or loans and withdrew during a term to be returned to the government. In many cases, this results in additional financial obligation for the student. Refunded tuition dollars are allocated in the following order: 1) Unsubsidized Federal Stafford Loan funds 2) Subsidized Federal Stafford Loan funds 3) Federal PLUS Loan funds 4) Federal Pell Grant funds 5) Federal SEOG Grant funds 6) PHEAA Grant funds 7) Private or Institutional Aid 8) Cash payments made by student or parents.

A percentage of Federal Title IV Aid will be returned if the student withdraws during the first 60% of the term. 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 funds where 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.

**MISCELLANEOUS PROVISIONS**

The Art Institute of York - Pennsylvania adheres to the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, other State and Federal laws and does not discriminate on the basis of race, creed, color, sex, gender, age, disability, national origin, ethnic background, genetic marker, sexual orientation or any other characteristic protected by state, local or federal law in its admission to, or in the administration of its educational policies, admissions policies, scholarship and loan programs, and other school-administered programs.

The School reserves the right to adjust tuition or fees. The changes will take place at the beginning of the term with at least sixty (60) days notice. The Art Institute of York – Pennsylvania reserves the right to revise course contents, course titles, and the sequence of classes, subject to applicable regulatory approval. The School also reserves the right to cancel a scheduled class start date for any program. In such case, all monies paid will be refunded. The School also reserves the right to reproduce student artwork in its promotional materials, with student permission. The Art Institute of York - Pennsylvania reserves the right to terminate a student at any time for unsatisfactory progress, non-payment of tuition, failure to comply with School rules and regulations, or conduct deemed unsatisfactory.

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 must be made available to current and prospective students. You may obtain this information in the Admissions Office.

**HANDLING OF STUDENT COMPLAINTS:** Questions or concerns regarding the School’s satisfying the terms of this Agreement should be addressed to the Director. Once the Director has been notified, these questions/concerns may be brought to the attention of the State Board of Private Licensed Schools, Pennsylvania Department of Education, 333 Market Street, 12th Floor, Harrisburg, PA 17126-0333. The Art Institute of York – Pennsylvania is accredited by the Accrediting Commission of Career Schools and Colleges of Technology (ACCSCCT). ACCSCCT may be contacted at 2101 Wilson Boulevard, Suite 302, Arlington, VA 22201, 703-247-4212. Any controversy, claim or dispute concerning questions of fact, policy or law arising out of this Agreement which is not disposed by agreement of the School and student shall be settled by arbitration in the City of York, in accordance with the rules of the American Arbitration Association. The judgment rendered by the arbitrator shall be final unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

**WAIVER OF LIABILITY:** The student understands that The Art Institute of York - Pennsylvania is not responsible for any personal injury or property damage resulting from all approved School activities whether on School premises or not. The student waives all rights to bring claim or lawsuit for personal injury or property damage resulting from all approved School activities whether on School property or not.

The Art Institute of York - Pennsylvania does not guarantee employment.

**Transfer of Credit to other institutions:** The transfer of academic credits to other institutions is entirely up to the receiving institution. The Art Institute of York - Pennsylvania does not imply, promise, or guarantee transferability of credits to any other institution.

School Sponsored Housing: School sponsored housing costs are in addition to tuition and a separate agreement is entered into for that purpose. See the Student Affairs Office for details.

**STUDENT’S AGREEMENT**

I understand that this agreement becomes a legally binding document after I sign it and it is accepted by the school. I understand the total amount for the course of instruction for \_\_\_\_\_ is \$ \_\_\_\_\_ (as presented in the TUITION section of this agreement). My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the school’s cancellation and refund policies have been clearly explained to me and that I have 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 of York – Pennsylvania 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 of York – Pennsylvania. It is my responsibility to provide necessary documentation and other information to The Art Institute of York – Pennsylvania in connection with the admissions process. The Art Institute of York – Pennsylvania will notify me of acceptance if I successfully complete the admissions process and am accepted to the school.

Student’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

*(if applicant is under 18 years of age)*

Signature of School Representative \_\_\_\_\_ Date \_\_\_\_\_

Title of School Representative \_\_\_\_\_ Date \_\_\_\_\_

## ARBITRATION

You and The Art Institute of York - Pennsylvania agree that any dispute or claim between you and The Art Institute of York - Pennsylvania (or any company affiliated with The Art Institute of York - Pennsylvania, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this enrollment agreement or, absent such agreement, your enrollment or attendance at The Art Institute of York - Pennsylvania, 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 York - Pennsylvania 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 York - Pennsylvania intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with The Art Institute of York - Pennsylvania, 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 York - Pennsylvania will select one.

The Art Institute of York - Pennsylvania 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 York - Pennsylvania 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 YORK - PENNSYLVANIA CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR THE ART INSTITUTE OF YORK - PENNSYLVANIA 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 York - Pennsylvania 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 York - Pennsylvania. 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, HYPERLINK "<http://www.jamsadr.com/>" [www.jamsadr.com](http://www.jamsadr.com/), 800-352-5267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, HYPERLINK "<http://www.arb-forum.com/>" [www.arb-forum.com](http://www.arb-forum.com), 800-474-2371.

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

The Catalog constitutes an addendum to this Agreement and its terms are incorporated herein. The undersigned has received and read a copy of this Agreement and the School Catalog. The terms and conditions of this Agreement are not subject to amendment or modification by oral agreement. If the student is not of legal age, this Agreement must be signed by a parent or guardian. By signing this Agreement both the enrollee and parent/guardian accept responsibility and liability for all fees, tuition and costs which become due pursuant to this Agreement. Enrollee and parent/guardian accept that, to the extent permitted by law, they are responsible for all reasonable collection agency and attorney fees incurred in attempting to collect unpaid debt to The Art Institute of York - Pennsylvania. Please sign and return both copies to The Art Institute of York - Pennsylvania. The Agreement is not binding until signed and dated by all parties.

*(Revised 8/06/2009)*

*(Law Dept. review completed 8/6/09)*