

ENROLLMENT AGREEMENT

AHERN'S MASSAGE SCHOOL

ADIMINISTRATIVE OFFICE AND SCHOOL SITE:
 4615 INDIAN PEAK ROAD
 MARIPOSA, CA 95338
 1-800-578-2822

CALIFORNIA STATE CODE # 2200021
 NATIONAL CERTIFICATION BOARD # 288818-00

A. STUDENT NAME: _____

STUDENT ADDRESS: _____

BIRTH DATE: _____

SSN: _____ **PHONE #:** _____

E-MAIL: _____

CLASSES ENROLLED IN: _____

TOTAL NUMBER OF CLOCK HOURS TO BE COMPLETED: _____

START DATE: _____ **COMPLETION DATE:** _____

UPON YOUR SUCCESSFUL COMPLETION OF THE COURSE, YOU WILL RECEIVE A CERTIFICATE OF GRADUATION

B. BREAKDOWN OF TOTAL FEES, PRODUCT COSTS AND TUITION:

TOTAL REGISTRATION FEE; is non refundable. \$100.00

BOOKS; are included in the cost of the courses. If the student withdraws from the course, is entitled to a refund and wishes a refund on the books that were issued, the books must be in like new condition. *Market Value* \$150.00

TABLE; an Earthlite Avalon 30" massage table with regular face hole is included in the cost of the courses. (200hr, 300hr, 400hr, 500hr, 600hr and 1000hr)
 ** one table, one time only per student ** *Fair Market Replacement Value* \$600.00

If a student wishes not to have a table check here: _____

A \$300.00 credit will be given. All other accessories the student wishes to purchase and shipping charges are separate from this enrollment agreement and are non-refundable.

STOOL; one stool is included in the cost of the courses. *Fair Market Replacement Value* \$15.00

ADDITIONAL; for each course, additional information is given in the form of handouts and/or reference guides and/or DVD's. *Market Value* \$985.00

TOTAL PRODUCT COST FOR THE 200, 300, 400, 500, 600 AND 1,000hr MASSAGE COURSES _____ \$1,850.00

TUITION _____
 TOTAL COURSE COST _____

B. STUDENT’S RIGHT TO CANCEL:

The student has a right to cancel this enrollment and obtain a refund by providing a written notice to Thomas F. Ahern, Jr., Director, Ahern’s Massage Therapy School, 4615 Indian Peak Road, Mariposa, CA 95338. The student may do this by mail, hand delivery or telegram. The written notice of cancellation, if sent by mail, is effective when it is deposited in the mail and properly addressed with postage paid. The student should keep a record of the date, time and place of mailing any notice of cancellation.

C. REFUND INFORMATION:

The student has a right to a full refund of all charges, less the amount of \$100.00 for the registration fee, if they cancel this agreement prior to or on the first day of instruction.

In addition, the student may withdraw from a course after instruction has started and receive a pro rata refund for the unused portion of the tuition and other refundable charges if the student has completed 60% or less of the instruction or to apply the amount paid by the student toward a later scheduled class time. If books and / or equipment have been received by the student, the cost of the books and /or other equipment will be deducted from the refund amount owed to the student or if returned in new condition, the student will be refunded the amount paid for the books and / or equipment. All money owed will be refunded providing the student has submitted a written notice of cancellations to the school prior to withdrawal.

STUDENT SIGN & DATE here after 60% of course has been completed:

Refunds are calculated in the following manner: For example. A student paid a total of \$3,495 for the 200hr course & decided to withdrawal the course after 3 days. (3 x 13.3hr = 40hr). \$1,850 (product cost) is subtracted from the total cost of \$3,495 leaving \$1,645 (tuition cost). Tuition cost (\$1,645) is divided by the # of hours in the course. (eg. \$1645 ÷ 200hr = \$8.225 / hour). Now multiple the hourly cost of \$8.225 by the # of hours of instruction of 3 days or 40hr (\$8.225 x 40hr = \$329). Subtract that from the tuition and that leaves the refund amount due (\$329 - \$1645 = \$1,316), PLUS the amount of all returnable product, as much as \$1,850 = \$3,166 as total refund due.

For the purpose of determining the student’s obligation of the time attended, the student will be considered to have withdrawn from a course when any of the following occurs:

- a) When the student notifies the school of the withdrawal or the actual date of withdrawal in writing, whichever is later.
- b) When the school terminates the student’s enrollment for rude, vulgar and / or disruptive behavior, lack of 100% attendance and / or class participation or use of “recreational” drugs

All are grounds for termination without any refund.

If the school cancels or discontinues a course, the school will make a full refund of all monies paid to the school. Refunds will be paid within 30 days of cancellation or withdrawal.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSE WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

D. SCHEDULE OF PAYMENTS:

The total amount due of \$ _____ is paid in full by _____ .
- or -

You will make payments of \$ _____, which includes 2% interest per month or 24% per annum. Payments will begin on _____ and end on _____ .

If you are in the KARMA program, an *additional* \$600.00 fee is mandatory and you will need to pay the total tuition amount within a year of this date _____. (This \$600.00 fee does not even cover product costs). You, the student, are responsible for the above amount. If you receive a student loan, you are responsible for repaying the loan amount plus any interest. A late charge of \$10.00 will be assessed on any payment 30 days past due.

SIGN

PRINT

DATE

Obligations of Student and School. The student will make all of the above payments and perform all of the other acts required by the student in this agreement, subject to the student’s rights to cancel the agreement and withdraw from the course. The school will furnish all of the acts required of it in this agreement, in the school’s catalog and in any solicitations or advertisements made on behalf of the school.

E. This agreement is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: a) a written statement of the refund policy, including examples of how it applies and; b) a catalog including a description of the course or educational service including all material facts concerning the school and the program or course of instruction which are likely to affect your decision to enroll. Immediately upon signing this agreement, you will be given a copy of it to retain for your records.

My signature below certifies that I have read, understood and agreed to my rights and responsibilities and that the institution’s cancellation and refund policies have been clearly explained to me.

Signature of Student: _____ **Date:** _____

Printed name of Student: _____

F. I understand this agreement is not operative until I attend the first class or session of instruction. This requirement is not applicable to correspondence or other distant learning programs. I further understand that the new catalog, which I have received, and its contents are a part of this enrollment agreement and that information presented therein is binding on the school and me.

Date of Course: _____ **Student Signature:** _____

G. VOLUNTARY AGREEMENT

In the wake of the sunset of the Private Postsecondary and Vocational Education Reform Act and the Bureau of Private Postsecondary and Vocational Education, Ahern’s Massage Therapy School has entered into a voluntarily agreement with the Director of the Department of Consumer Affairs. This agreement states that Ahern’s Massage Therapy School agrees to comply with state statutes, rules and regulations in effect as of June 30, 2007.

I certify that Ahern’s Massage Therapy School has met the disclosure requirements of Education Code 94810 of the Private Postsecondary and Vocational Education Reform Act of 1989.

Signature of Student: _____ **Date:** _____

H. Any questions or problems concerning this school which have not been satisfactorily answered or resolved by the school, should be directed to the Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Ste N112, Sacramento, CA 95834, 800-952-5210. Bppve@dca.ca.gov.

My signature below certifies that I, Thomas F. Ahern Jr. the owner, am an authorized representative of Ahern’s Massage Therapy School and that the institution’s cancellation and refund policies have been explained to the student.

This agreement is accepted by

SIGNATURE OF SCHOOL REPRESENTATIVE

THOMAS F. AHERN, JR, OWNER
Print name and title of school representative

DATE