

**The American School of Mortgage Banking
17411 Irvine Blvd., Suite E, Tustin, CA 92780-3025**

Location of Training: _____ . AGREEMENT
made this ____ day of _____, _____ between above institution, hereinafter called School, and
_____, date of birth _____, hereinafter called Student. Student requests
enrollment in a course whose title and occupational objective is described in the School's catalog as the _____
consisting of 4 weeks, 3 hours per evening, 2 evenings per week for a total of 24 hours. **COURSE SCHEDULE:** The course
is scheduled to start _____ each M T W T F Sa (circle days) from 7:00 p.m. to 10:00 p.m. and scheduled completion is
_____ 200__. Successful graduates of the course will receive a Certificate of Completion.

COURSE CODES (Please Check)

- 1LP** - Loan Processing/Loan Officer Training (24 hrs) **2CP** - Conventional Loan Processing/Loan Officer Training (24 hrs)
 4LU - Mortgage Loan Underwriting (24 hrs) **9DE** - FHA Direct Endorsement Underwriters (24 hrs)

LOCATION CODES (Please Check)

- | | |
|--|--|
| <input type="checkbox"/> LV Las Vegas | <input type="checkbox"/> RN Reno |
| <input type="checkbox"/> PX Phoenix | <input type="checkbox"/> SLC Salt Lake City |
| <input type="checkbox"/> Sp Special | <input type="checkbox"/> XX Private |

REGISTRATION FORM

TUITION FEES AND POLICIES Fees are payable prior to class start, unless other arrangements are made.

REGISTRATION FEE	\$100.00
BOOK & SUPPLY FEE	95.00
TUITION FEE	450.00
TOTAL FEES	\$645.00

Student understands the payments are to be made to the School. Payments 10 days delinquent may accrue a LATE CHARGE of the lesser of 5% or \$5 or maximum allowed by law. If account is delinquent for over 90 days, the entire amount may become due and payable. The agreement is not binding until accepted by the School. Student may pay off balance in advance. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH DEBTOR (STUDENT) COULD ASSERT AGAINST SELLER (SCHOOL) SERVICES OBTAINED HEREUNDER. RECOVERY HEREUNDER BY THE DEBTOR (STUDENT) COULD ASSERT AGAINST SELLER (SCHOOL) SERVICES OBTAINED HEREUNDER. RECOVERY HEREUNDER BY THE DEBTOR (STUDENT) SHALL NOT EXCEED THE AMOUNT PAID BY THE DEBTOR (STUDENT) HEREUNDER. I agree to comply with the rules, regulations and terms of this agreement. When accepted by the School, I, the Student, understand this is a legal and binding agreement. I have read this agreement, fully understand it, have received a signed and executed copy of it and the School's catalog with course descriptions, refund policies, student services, job assistance, equipment, supplies; and the Notice of Student Rights; and graduation and placement rates. "We are registered with the State of California. Registration means we have met certain minimum standards imposed by the state for registered schools on the basis of our written application to the state. Registration does not mean we have met all of the more extensive standards required by the state for schools that are approved to operate or licensed or that the state has verified the information we submitted with our registration form." Any questions or problems concerning this school which have not been satisfactorily answered or resolved by the school should be directed to: Bureau for Private Postsecondary/Vocational Education, Dept of Consumer Affairs, 400 R Street # 5000, Sacramento, CA 95814 (916) 445-3427. 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.

Do not sign this agreement until you have read both sides or if it contains any blank spaces.

Student's Signature _____ Phone _____ Date _____

Home Address _____ City _____ State _____ Zip _____

- | | | | |
|--|---|---|-----------------------------------|
| <input type="checkbox"/> Company Check | <input type="checkbox"/> Personal Check | <input type="checkbox"/> Bill my organization - | Attention: _____ |
| <input type="checkbox"/> MasterCard | <input type="checkbox"/> Visa | <input type="checkbox"/> American Express | <input type="checkbox"/> Discover |

Card # _____ - _____ - _____ - _____ Code _____ Expiration Date _____ / _____

Cardholder Name _____ **Cardholder Signature** _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

I have interviewed the applicant and certify that in my judgement the applicant meets the requirements of the School for the course selected. I recommend the applicant for acceptance as a student. I have made no verbal statements or promises, which are contrary to the terms of this agreement or State law.

School Admission Representative _____ Date _____

Accepted [] Rejected [] School Official _____ Title _____ Date _____

TERMS OF THIS AGREEMENT ARE ON BOTH SIDES OF THIS PAGE

Student Initials _____

BUYERS RIGHTS: REFUND AND CANCELLATION

1. You have the right to cancel this agreement for educational services and any equipment or other goods prior to the first night of instruction. Cancellation occurs when you give written notice of cancellation at the School address shown on the front of this agreement. You can do this via postal mail or in person. A fax, e-mail, and voice cancellation is not acceptable. The notice of cancellation, if mailed, is effective when deposited in the mail, properly addressed with postage prepaid. The notice need not take any special form. It needs only to state you wish to cancel the agreement. If you cancel the agreement, the School will refund any money you paid, less a registration fee not to exceed \$100.00, within 30 days after the notice is received. If a student is rejected for training or if a course is cancelled, the student will receive a refund of all monies paid. **You do not have the right to cancel by just telephoning the school or by not coming to class.**

2. Once purchased, textbooks become the property of the Student.

3. You have the right to withdraw from the school at any time. If you withdraw from the course of instruction after the cancellation period as in Paragraph 1, the School will remit a refund less a registration fee, not to exceed \$100.00, within 30 days following your withdrawal. You are obligated to pay only for educational services rendered until you have completed 60% of the course or enrollment period. After 60% completion, there is no refund. The refund shall be the amount you paid for instruction multiplied by a fraction, the numerator of which is the number of hours which you have not received but for which you have paid, the denominator of which is the total of which is the total number of hours of instruction for which you have paid. You are liable for the amount, if any, by which the equipment exceeds the refund amount. If the amount you have paid is more than the amount you owe, then a refund will be made within 30 days of withdrawal. If the amount that you owe is more than the amount you paid, you will have to make arrangements to pay it.

4. **HYPOTHETICAL REFUND EXAMPLE:** Assume you, upon enrollment in a 24-hour course, pay \$450 for tuition, \$100 registration, and \$95 for books and withdraw after completing 6 hours (25%) without returning the books you obtained:

\$450.00	X	18 clock hours of instruction <u>paid for but not received</u>	=	\$337.50
(amount paid)		24 clock hours of instruction (amount for which the student has paid for instruction)		Actual Refund Amount

5. If any portion of your tuition was paid from loan proceeds or a 3rd party, the refund will be sent to the funding agency, which paid for your educational costs.

6. This agreement is legally binding when signed by the student and accepted by the **American School of Mortgage Banking**.

Notice #1: All documents referred to in this agreement are integral to this agreement.

GENERAL TERMS

1. No applicant shall be rejected from admission to the school on the basis of age, race, color, sex, disability, or national origin or be subjected to discrimination of any kind based on the above. For information regarding non-discrimination or to resolve complaints contact the School Director.

2. Job assistance may be provided to those pursuing a vocational objective, if applicable. However, it is understood the School does not and cannot promise or guarantee employment or level of income or wage rate to any student or graduate.

3. All supplies for the program selected will be supplied by the School at the stated charge.

4. Completion certificates will be issued after the completion of the entire program and all tuition fees are paid in full. Classroom instruction will be tested. The Student must achieve a passing grade average (as stated in the catalog) to receive a completion certificate. Students will be permitted to a retest (as stated in the catalog) for any grade below passing.

5. The School reserves the right to postpone training in the event of natural disasters, Acts of God, (such as fire, flood, and earthquake), labor disputes, equipment failure, for a maximum of 30 days. Students will be duly notified and compensated if applicable.

6. All course schedules are subject to change in starting and completing dates. Students will be duly notified. Students will be offered the opportunity to consent as provided by law. In cases where such changes would cause an undo hardship, a refund will be offered. The maximum postponement of class start date is 90 days.

7. The School reserves the right to withdraw a scheduled program if the registration is insufficient to make up a class. All monies paid will be refunded.

8. The School reserves the right to change or modify, without notification, the program content, equipment, staff, or materials and organization as necessary, with approval of the Bureau for Private Postsecondary and Vocational Education, if required. Such changes may be required to keep pace with technological advances and to improve teaching methods. In no event will any changes diminish the competency of any program or result in tuition changes for current attending Students.

9. The School reserves the right to reject any applicant for admission not meeting the requirements for the program selected. The Student's enrollment may be terminated at the discretion of the School director, if the Student's academic progress, behavior, absences, lateness, or dress does not conform to the requirements, rules and regulations of the School (as stated in the catalog); in which event, the extent of the Student's tuition obligation will be in accordance with the School's refund policy.

10. If any particular provision of this agreement shall be deemed invalid or unenforceable, it shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

11. Arbitration: Any controversy of claim, which is not settled through mediation, arisen out of or relating to this agreement, or breach thereof, not addressed by California Law or Regulation, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction, except for non-payment of tuition and fees which shall be settled through a small claims court action.

12. This agreement constitutes the complete contract between the School and the Student, and no verbal statements or promises will be recognized. No modifications may be made without prior written approval of School and Student (or guardian).

Registration must be received by ASMB before attending class.

TERMS OF THIS AGREEMENT ARE ON BOTH SIDES OF THIS PAPER.

Student Initials _____