

ENROLLMENT AGREEMENT
Massage Therapist



Burke Williams Academy of Massage Therapy
1801 S. La Cienega Blvd., Ste. 302, L.A., CA 90035
(310) 966-4098 bwmassageschool.com



Burke Williams Academy of Massage Therapy may hereafter be referred to as "BWA" or "School."

First Name (legal): _____ Last Name (legal): _____
 Present Address: _____ Copy of Photo ID Attached: Yes No
 City: _____ State: _____ Zip: _____ Soc. Sec. No. : _____
 Permanent Address (family): _____
 City: _____ State: _____ Zip: _____ Driver's Lic. No. : _____
 Phone Nos. (home): _____ (work): _____ (cell): _____
 Date of Birth: _____ Age: _____ E-mail: _____

Program: Massage Therapist + Section: Day Eve + Clock Hours: 500 + Pmt Periods: 1
 + Start Date: _____ + Weeks of Study: 15
 + Completion Date: _____ Upon successful completion you will receive a Diploma in Massage Therapy.

SCHEDULE OF CLASSES

DAY — Mon + Tue + Wed + Thu + Fri: 10:00am - 6:00pm.	Please note that all instruction is provided on school premises at: 1801 S. La Cienega Blvd., Ste. 302 Los Angeles, CA 90035
EVE — Mon + Tue + Wed + Thu: 6:30pm - 10:30pm. Sat: 10:00am - 6:00pm.	
WE — Sat + Sun: 9:00am - 5:00pm.	

Students will be charged tuition based upon one 15-week period that comprises one academic year, at a rate of \$13.75 per clock hour:

DESCRIPTION of FEES	1 st Period	Totals													
Registration Fee (Non-Refundable)	0.00	0.00	<table border="1"> <tr> <td colspan="2">TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:.....</td> <td>\$7,000.00</td> </tr> <tr> <td colspan="2">ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:.....</td> <td>\$7,000.00</td> </tr> <tr> <td colspan="2">Less Amount Paid and/or Promised:.....</td> <td>\$7,000.00</td> </tr> <tr> <td colspan="2">THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT:.....</td> <td>\$0.00</td> </tr> </table>	TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:		\$7,000.00	ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:		\$7,000.00	Less Amount Paid and/or Promised:.....		\$7,000.00	THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT:		\$0.00
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YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS REFUND DUE. *The School accepts cash, credit cards and checks toward tuition payment.*

"NOTICE"

"YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE."

I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT. 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. I hereby authorize the sale, discount, or transfer of any agreement or promissory notes associated with this Enrollment Agreement and I understand that the refund policy detailed on pages 3 and 4 of this Agreement will continue to apply. It is further understood and agreed that this Agreement supersedes all prior or simultaneous verbal or written agreements and this Agreement may not be modified without the written agreement of the student and School Director or School President.

Signature of Student _____ Date _____ Signature of Parent / Guardian _____ Date _____
 Street: _____
 Signature of Authorized Accepting Official _____ Title _____ Date _____ City _____ State _____ Zip _____ Telephone _____

ANY QUESTIONS A STUDENT MAY HAVE REGARDING THIS ENROLLMENT AGREEMENT THAT HAVE NOT BEEN SATISFACTORILY ANSWERED BY THE INSTITUTION MAY BE DIRECTED TO THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION AT 2535 CAPITOL OAKS DRIVE, SUITE 400, SACRAMENTO, CA 95833. WWW.BPPE.CA.GOV. TOLL FREE TELEPHONE NUMBER (888) 370-7589 OR BY FAX (916) 263-1897.

School Official's Certification & Acceptance of Applicant: I hereby certify that the applicant _____ has been interviewed by me and to the best of my knowledge and judgment, the applicant meets all of the requirements for acceptance as a student of the Massage Therapy program at BWA. I further certify that I am not a recruiter or admissions representative of the School and that there have been no verbal or written agreements or promises made by me to the applicant, express or implied, other than those appearing in this Agreement.

 Authorized Accepting Official Date of Acceptance

This Agreement is a legally binding instrument when it has been signed by the student and accepted by the School as evidenced by the signature of the accepting Authorized Accepting Official.

IMPORTANT! — THIS AGREEMENT INCLUDES BACK SIDE OF THIS PAGE — PLEASE READ

The Student Understands:

- 1) **Enrollment Agreement Must be Signed.** This document is not binding until accepted in writing by all parties. Except for the “Student’s Right to Cancel”, this document is not operative until you attend the first class or session of instruction that begins your program of study.
- 2) **BWA Does Not Guarantee Employment.** The School does not guarantee employment following graduation but does enjoy a unique relationship with Burke Williams, Inc., that may result in employment in the discretion of Burke Williams, Inc., and the BWA graduate.
- 3) **Distance Education.** An institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission. Burke Williams Academy of Massage Therapy does not offer distance education at this time.
- 4) **Requirements to Obtain a Diploma.** A “Diploma in Massage Therapy” will be issued only upon successful completion of the program. Successful completion includes without limitation, (a) satisfaction of all financial obligations to the school and to Burke Williams, Inc., including the Training and Service Commitment Agreement, as applicable, (b) satisfactory attendance record, and (c) satisfactory academic progress, including passing all required BWA examinations along with successful completion of any school Internship or Externship.
- 5) **Student Transcripts.** Student transcripts are maintained by the School for a minimum five (5) year period. Students are entitled upon request to two official transcripts at no cost upon completion of the Program. Additional transcripts may be issued for a fee of \$20.00 per official transcript. The fee for official school transcripts is subject to change at any time in the sole discretion of the School.
- 6) **CAMTC Certification.** Attendance and/or graduation from a California Massage Therapy Council approved school does not guarantee certification by CAMTC. Applicants for certification shall meet all requirements as listed in California Business and Professions Code sections 4600 et. seq.
- 7) **Questions or Complaints to CAMTC.** A student or any member of the public with questions that have not been satisfactorily answered by the school or who would like to file a complaint about this school may contact the California Massage Therapy Council at: One Capitol Mall, Suite 320, Sacramento, CA 95814, www.camtc.org, phone (916) 669-5336, or fax (916) 669-5337.
- 8) **Transfer of Credit. NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION.** BWA does not guarantee the transferability of credits to any college, university, or institution. The transferability of credits you earn at Burke Williams Academy of Massage Therapy is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in Massage Therapy is also at the complete discretion of the institution to which you may seek to transfer. If the diploma or certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Burke Williams Academy of Massage Therapy to determine if your diploma will transfer.
- 9) **Policies Outside of Catalog.** The School will not be responsible for any statement of policy, career planning activities, curriculum or facility that does not appear in the School catalog or in this Agreement, or that is not directly referenced in the School catalog or in this Agreement.
- 10) **Grounds for Termination.** The School reserves the right to discontinue the student’s training for unsatisfactory academic progress, excessive absenteeism, failure to satisfy financial obligations to the School, or failure to abide by the School rules.
- 11) **Class Schedule May Sometimes Change.** Program starting dates are as posted on the school’s website at bwmassageschool.com. A “Program” at BWA is made up of individual “Courses” that in turn are made up of individual “Classes”. BWA may alter its schedule of Classes on occasion according to need or circumstance, and in such case will notify affected students by email, by posted notice, or by telephone as appropriate. Currently enrolled students shall incur no additional expense as a result of Program modification, Course changes, or Class schedule changes. Program modifications shall always remain consistent with the stated educational objectives of the Program.
- 12) **Obligation to Repay Student Loans.** I (the student) understand that if I am eligible for a loan guaranteed by the federal or state government and I default on the loan, both of the following may occur: 1) The federal or state government or a loan guarantee agency may take action against me, including applying any income tax refund to which I am entitled to reduce the balance owed on the loan; and 2) I may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid. In addition, I understand that if I default on any financial assistance I receive directly from BWA or a third-party, I may be subject to collection activity and financial penalties.

➔ _____ (Student’s Initials)

STUDENT’S RIGHT TO CANCEL

CANCELLATION

Cancellation notices shall be in writing. Withdrawal may be effectuated by the student’s written notice or by the student’s conduct, including but not necessarily limited to a student’s lack of attendance. You are not officially considered a BWA student until you have attended your first scheduled class of instruction. Applicants or students may cancel the Enrollment Agreement as follows:

1. **Admission Rejection.** An applicant rejected for admission is entitled to a refund of all monies paid, including registration fee.
2. **Right to Cancel.** The student has the right to cancel the Enrollment Agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. The registration fee in this case is not refundable. “Enrollment” is defined as the date that the Enrollment Agreement is signed by the student.
3. **Written Notice Required.** Cancellation will occur when the student gives written notice of cancellation to the School Manager or to the School Director at the following address: Burke Williams Academy of Massage Therapy, 1801 S. La Cienega Blvd., Suite 302; Los Angeles, CA 90035. This same address appears on the front of the school catalog and at the head of the Enrollment Agreement.
4. **Written Notice Can Take Any Form.** The written notice of cancellation need not take a particular form, and however expressed, is effective if it states that the student no longer wishes to be bound by the Enrollment Agreement. A signed and dated notice of cancellation may be given by mail, hand delivery, or telegram.
5. **Effective Date of Written Notice.** If the cancellation is in writing, it is effective on the date of personal delivery or, if mailed, on the date postmarked. The school shall refund any consideration paid by the student within sixty (60) days after the school receives notice of cancellation.
6. **Return of Equipment.** Students who received equipment from the School must return any equipment received within thirty (30) days following the date of the Notice of Cancellation. If a student obtains equipment specified on the Enrollment Agreement as a separate charge, and returns it in good condition – allowing for reasonable wear and tear – within thirty (30) days following the date of student cancellation, the School will refund the equipment cost paid by the student. If the student fails to return the equipment within the thirty (30) day period, the School may retain the equipment cost paid by the student. The School will refund the portion of the proceeds exceeding the documented cost of the equipment within thirty (30) days following the equipment return period, after which the student may retain the equipment without further financial obligation to the School.

REFUND & WITHDRAWAL POLICY

REFUNDS

1. **Withdrawal Period.** The student has the right to withdraw from a course of instruction at any time.
2. **Refund is Possible Only if Sixty Percent (60%) or Less of Instruction is Completed.** In the event of withdrawal or termination, the student has the right to receive refund for the unused portion of the tuition and other refundable charges if the student has completed sixty percent (60%) or less of the instruction. No refund is due if greater than sixty percent (60%) of the program has been attended by the student.
3. **State Pro-Rata Refund Policy.** Burke Williams Academy of Massage Therapy ("BWA") uses the state pro-rata refund policy for students who have completed sixty percent (60%) or less of the period of attendance.
4. **Payment Period Definition.** BWA calculates its refund based upon payment periods. A definition of the payment period at BWA is that programs of five hundred (500) hours or less constitute one payment period.
5. **Student is Responsible for Any Unpaid Balance.** Any unpaid balance that remains after this Refund and Withdrawal Policy has been applied to the state or institutional policy must be paid by the student to the institution or to the lender as applicable.
6. **Complaints.** A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet website: www.bppe.ca.gov.
7. **Refund is Due Within Forty Five (45) Days of Notification.** Any monies due the applicant or student will be refunded within forty five (45) days of the date of cancellation, withdrawal or dismissal.
8. **Initiation of Withdrawal.** A withdrawal is considered to have occurred on the earlier of, a) the date the student officially notifies the School of their intent to withdraw, or b) the point at which the student fails to meet the published attendance policies outlined in the school catalog. If a student received a loan for tuition, a refund will be made to the lender to reduce the student's loan debt. If the amount of refund exceeds the unpaid balance of the loan, the remainder of the monies will be applied to any student financial aid programs from which the student received funding. Any remaining balance of funds will then be returned to the student. The refund computation will be based on the last date of student attendance.
9. **Withdrawal Due to Leave of Absence.** If students do not return following a leave of absence on the date indicated on the approved written request, refunds will be made within forty five (45) days from the date the student was scheduled to have returned. For purposes of determining a refund, the last date of attendance is used when a student fails to return from an approved leave of absence.
10. **Withdrawal Due to Prolonged Illness or Accident.** In cases of prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, the School will make a settlement that is reasonable and fair to both parties.
11. **Textbook and Equipment Return / Refund Policy.** If the student obtains and returns unmarked textbooks, unworn uniforms or unused equipment within thirty (30) days following the date of the student's cancellation, withdrawal or dismissal, the institution shall refund the charge of the textbooks or uniforms paid by the student. If the student fails to return unmarked textbooks, unworn uniforms or unused equipment within thirty (30) days following the date of the student's cancellation, withdrawal or dismissal, the institution will calculate the refund based on the documented cost of the textbooks, uniforms or equipment. The student will be liable for the amount, if any, by which the documented cost of the textbooks, uniforms or equipment exceeds the refund amount. Uniforms which have been worn cannot be returned because of health and sanitary reasons.

Bureau for Private Postsecondary Education Refund Policy for Diploma Programs

If the student withdraws from a course of instruction after midnight of the seventh business day after the day on which the student attended the first class of the course of instruction, the school will remit a refund, as per the following refund formula. The amount of the refund shall be calculated on a pro-rata basis, less the registration fee, less the STRF fee, and less the cost of any equipment and/or books and supplies the school provided the student which were not returned within forty five (45) days following the date of the student's cancellation, withdrawal or dismissal. The pro-rata refund formula is as follows:

1. Determine the *Program Tuition* by subtracting all fees, equipment, books and supplies from the *Total Program Cost*.
2. Divide the *Program Tuition* by the *Total Hours in Program* to arrive at the *Program Tuition per Hour*.
3. The answer to the calculation in step (2) is the hourly charge for instruction.
4. The *Amount Owed by Student* for the purposes of calculating a refund is derived by multiplying the *Hours of Instruction Attended by Student* by the *Program Tuition per Hour* and adding in any book or equipment charges to arrive at the *Tuition Due to School*.
5. The *Refund Amount Due to Student* shall be any amount in excess of the *Amount Paid by Student*.
 - a. $\text{Total Program Cost} - \text{Registration Fee} - \text{STRF Fee} - \text{Equipment \& Books \& Supplies} = \text{Program Tuition}$
 - b. $\text{Program Tuition} / \text{Total Hours in Program} = \text{Program Tuition per Hour}$
 - c. $\text{Program Tuition per Hour} \times \text{Hours of Instruction Attended by Student} = \text{Tuition Due to School}$
 - d. $\text{Tuition Due to School} + \text{Registration Fee} + \text{STRF} + \text{Unreturned Equipment \& Books \& Supplies} = \text{Amount Owed by Student}$
 - e. $\text{Amount Paid by Student} - \text{Amount Owed by Student} = \text{Refund Amount Due to Student}$

Sample Calculation 1: Assume a five hundred (500) hour program costing \$6,875.00 tuition, \$0.00 for registration, \$0.00 for STRF, \$50.00 for equipment, \$75.00 for the ABMP Exam Coach, and books and supplies of \$0.00. The student withdraws after two hundred fifty (250) classroom hours of attendance and does not return \$50.00 of school equipment. If the student has already paid the school a total amount of \$5,000.00 toward the program of instruction, the refund calculation would be:

- a. $\$7,000.00 - \$0.00 - \$0.00 - (\$50.00 + \$75.00) = \$6,875.00$ Program Tuition
- b. $\$6,875.00 / 500 = \13.75 Program Tuition per Hour
- c. $\$13.75 \times 250 = \$3,437.50$ Tuition Due to School
- d. $\$3,437.50 + \$0.00 + \$0.00 + \$50.00 = \$3,487.50$ Amount Owed by Student
- e. $\$5,000.00 - \$3,487.50 = \$1,512.50$ Refund Amount Due to Student

CANCELLATION OR TERMINATION AFTER COMPLETING 60% OR MORE OF THE PAYMENT PERIOD WILL RESULT IN NO REFUND.

Sample Calculation 2: Assume the same conditions and numbers as "Sample Calculation 1" above, but where the student withdraws after three hundred fifty (350) hours of attendance, and returns no equipment, books, or supplies. Because the student has already completed seventy percent (70%) of the program ($350 / 500 = 70\%$), no refund is due.

Veterans Only: This school has and maintains a policy for the refund of the unused portion of tuition, fees, and other charges in the event the veteran or eligible person fails to enter the course or withdraws, or is discontinued therefrom at any time prior to the completion. The amount charged to the veteran or eligible person for tuition fees, and other charges does not exceed the approximate pro-rata portion of the total charges for tuition, fees, and other charges, that the length of the completed portion of the course should bear its total length. Amount of maximum non refundable registration fee is \$50.00. For information or for resolution of specific payment problems, the veteran should call the DVA regional office in the area of residence, at: (888) 442-4551

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STUDENT TUITION RECOVERY FUND (STRF)

What is the STRF Fee? The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary Education. You may be eligible for STRF if you are a California resident or are enrolled in a residency program, have prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act. However, no claim can be paid to any student without a social security number or a taxpayer identification number.

NOTE: Authority cited: Sections 94803, 94877 and 94923 Education Code. Reference: Section 94923, Education Code.

The School Must Collect this Fee from You. As of January 1, 2010, California Education Code Section 94923 requires all private postsecondary schools such as BWA to collect a fee from every new student to be remitted into the California Student Tuition Recovery Fund (STRF).

Amount of Fee. The STRF fee is \$0.00 per \$1,000 dollars of tuition paid, rounded to the nearest \$1,000, collected upon enrollment. You must pay the state-imposed assessment for the STRF if all of the following applies to you:

1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third-party.

You are not eligible for protection from the STRF and you are not required to pay the STRF fee if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third-party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

Keep a Copy of Your Agreement. It is important that prospective students keep a copy of any enrollment agreement, contract, or applications to document enrollment: tuition receipts or canceled checks to document the total amount of tuition paid. Such information may substitute a claim for reimbursement from the STRF, which must be filed within one year of the Bureau's service to the student of their rights under the STRF, or if no notice of rights are reserved to the student, within 4 years of institution's closure. For further information or instructions, contact:

BUREAU FOR PRIVATE POSTSECONDARY EDUCATION

2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833 www.bppe.ca.gov (916) 431-6959 or (888) 370-7589 Fax: (916) 574-8646

STUDENT ACKNOWLEDGMENTS — CATALOG RECEIPT / ENROLLMENT AGREEMENT COPY / MONEY RECEIPT

Catalog & Performance Fact Sheet. Prior to signing this Enrollment Agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this Agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this Agreement.

I certify that I have received the School Catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact Sheet, and have signed, initiated, and dated the information provided in the School Performance Fact Sheet. Also, I have carefully read and received an exact copy of this Enrollment Agreement. I understand that my enrollment may be terminated by the School if I fail to comply with attendance and academic requirements, or if I disrupt the normal activities of the School. While enrolled at the School, I understand that I must maintain the Standards for Student Achievement as described in the School catalog before a diploma may be awarded. The School has issued me a receipt for any monies I have paid to the School.

_____ (Student's Signature)

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810 S. Bascom Ave., San Jose, CA 95128
(310) 966-4098 bwmassageschool.com



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First Name (legal): _____ Last Name (legal): _____
 Present Address: _____ Copy of Photo ID Attached: Yes No
 City: _____ State: _____ Zip: _____ Soc. Sec. No. : _____
 Permanent Address (family): _____
 City: _____ State: _____ Zip: _____ Driver's Lic. No. : _____
 Phone Nos. (home): _____ (work): _____ (cell): _____
 Date of Birth: _____ Age: _____ E-mail: _____

Program: Massage Therapist + Section: Day Eve + Clock Hours: 500 + Pmt Periods: 1
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Signature of Student _____ Date _____ Signature of Parent / Guardian _____ Date _____
 Street: _____
 Signature of Authorized Accepting Official _____ Title _____ Date _____ City _____ State _____ Zip _____ Telephone _____

ANY QUESTIONS A STUDENT MAY HAVE REGARDING THIS ENROLLMENT AGREEMENT THAT HAVE NOT BEEN SATISFACTORILY ANSWERED BY THE INSTITUTION MAY BE DIRECTED TO THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION AT 2535 CAPITOL OAKS DRIVE, SUITE 400, SACRAMENTO, CA 95833. WWW.BPPE.CA.GOV. TOLL FREE TELEPHONE NUMBER (888) 370-7589 OR BY FAX (916) 263-1897.

School Official's Certification & Acceptance of Applicant: I hereby certify that the applicant _____ has been interviewed by me and to the best of my knowledge and judgment, the applicant meets all of the requirements for acceptance as a student of the Massage Therapy program at BWA. I further certify that I am not a recruiter or admissions representative of the School and that there have been no verbal or written agreements or promises made by me to the applicant, express or implied, other than those appearing in this Agreement.

 Authorized Accepting Official Date of Acceptance

This Agreement is a legally binding instrument when it has been signed by the student and accepted by the School as evidenced by the signature of the accepting Authorized Accepting Official.

IMPORTANT! — THIS AGREEMENT INCLUDES BACK SIDE OF THIS PAGE — PLEASE READ

The Student Understands:

- 1) **Enrollment Agreement Must be Signed.** This document is not binding until accepted in writing by all parties. Except for the “Student’s Right to Cancel”, this document is not operative until you attend the first class or session of instruction that begins your program of study.
- 2) **BWA Does Not Guarantee Employment.** The School does not guarantee employment following graduation but does enjoy a unique relationship with Burke Williams, Inc., that may result in employment in the discretion of Burke Williams, Inc., and the BWA graduate.
- 3) **Distance Education.** An institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission. Burke Williams Academy of Massage Therapy does not offer distance education at this time.
- 4) **Requirements to Obtain a Diploma.** A “Diploma in Massage Therapy” will be issued only upon successful completion of the program. Successful completion includes without limitation, (a) satisfaction of all financial obligations to the school and to Burke Williams, Inc., including the Training and Service Commitment Agreement, as applicable, (b) satisfactory attendance record, and (c) satisfactory academic progress, including passing all required BWA examinations along with successful completion of any school Internship or Externship.
- 5) **Student Transcripts.** Student transcripts are maintained by the School for a minimum five (5) year period. Students are entitled upon request to two official transcripts at no cost upon completion of the Program. Additional transcripts may be issued for a fee of \$20.00 per official transcript. The fee for official school transcripts is subject to change at any time in the sole discretion of the School.
- 6) **CAMTC Certification.** Attendance and/or graduation from a California Massage Therapy Council approved school does not guarantee certification by CAMTC. Applicants for certification shall meet all requirements as listed in California Business and Professions Code sections 4600 et. seq.
- 7) **Questions or Complaints to CAMTC.** A student or any member of the public with questions that have not been satisfactorily answered by the school or who would like to file a complaint about this school may contact the California Massage Therapy Council at: One Capitol Mall, Suite 320, Sacramento, CA 95814, www.camtc.org, phone (916) 669-5336, or fax (916) 669-5337.
- 8) **Transfer of Credit. NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION.** BWA does not guarantee the transferability of credits to any college, university, or institution. The transferability of credits you earn at Burke Williams Academy of Massage Therapy is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in Massage Therapy is also at the complete discretion of the institution to which you may seek to transfer. If the diploma or certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Burke Williams Academy of Massage Therapy to determine if your diploma will transfer.
- 9) **Policies Outside of Catalog.** The School will not be responsible for any statement of policy, career planning activities, curriculum or facility that does not appear in the School catalog or in this Agreement, or that is not directly referenced in the School catalog or in this Agreement.
- 10) **Grounds for Termination.** The School reserves the right to discontinue the student’s training for unsatisfactory academic progress, excessive absenteeism, failure to satisfy financial obligations to the School, or failure to abide by the School rules.
- 11) **Class Schedule May Sometimes Change.** Program starting dates are as posted on the school’s website at bwmassageschool.com. A “Program” at BWA is made up of individual “Courses” that in turn are made up of individual “Classes”. BWA may alter its schedule of Classes on occasion according to need or circumstance, and in such case will notify affected students by email, by posted notice, or by telephone as appropriate. Currently enrolled students shall incur no additional expense as a result of Program modification, Course changes, or Class schedule changes. Program modifications shall always remain consistent with the stated educational objectives of the Program.
- 12) **Obligation to Repay Student Loans.** I (the student) understand that if I am eligible for a loan guaranteed by the federal or state government and I default on the loan, both of the following may occur: 1) The federal or state government or a loan guarantee agency may take action against me, including applying any income tax refund to which I am entitled to reduce the balance owed on the loan; and 2) I may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid. In addition, I understand that if I default on any financial assistance I receive directly from BWA or a third-party, I may be subject to collection activity and financial penalties.

➔ _____ (Student’s Initials)

STUDENT’S RIGHT TO CANCEL

CANCELLATION

Cancellation notices shall be in writing. Withdrawal may be effectuated by the student’s written notice or by the student’s conduct, including but not necessarily limited to a student’s lack of attendance. You are not officially considered a BWA student until you have attended your first scheduled class of instruction. Applicants or students may cancel the Enrollment Agreement as follows:

1. **Admission Rejection.** An applicant rejected for admission is entitled to a refund of all monies paid, including registration fee.
2. **Right to Cancel.** The student has the right to cancel the Enrollment Agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. The registration fee in this case is not refundable. “Enrollment” is defined as the date that the Enrollment Agreement is signed by the student.
3. **Written Notice Required.** Cancellation will occur when the student gives written notice of cancellation to the School Manager or to the School Director at the following address: Burke Williams Academy of Massage Therapy, 810 S. Bascom Avenue; San Jose, CA 95128. This same address appears on the front of the school catalog and at the head of the Enrollment Agreement.
4. **Written Notice Can Take Any Form.** The written notice of cancellation need not take a particular form, and however expressed, is effective if it states that the student no longer wishes to be bound by the Enrollment Agreement. A signed and dated notice of cancellation may be given by mail, hand delivery, or telegram.
5. **Effective Date of Written Notice.** If the cancellation is in writing, it is effective on the date of personal delivery or, if mailed, on the date postmarked. The school shall refund any consideration paid by the student within sixty (60) days after the school receives notice of cancellation.
6. **Return of Equipment.** Students who received equipment from the School must return any equipment received within thirty (30) days following the date of the Notice of Cancellation. If a student obtains equipment specified on the Enrollment Agreement as a separate charge, and returns it in good condition – allowing for reasonable wear and tear – within thirty (30) days following the date of student cancellation, the School will refund the equipment cost paid by the student. If the student fails to return the equipment within the thirty (30) day period, the School may retain the equipment cost paid by the student. The School will refund the portion of the proceeds exceeding the documented cost of the equipment within thirty (30) days following the equipment return period, after which the student may retain the equipment without further financial obligation to the School.

REFUND & WITHDRAWAL POLICY

REFUNDS

1. **Withdrawal Period.** The student has the right to withdraw from a course of instruction at any time.
2. **Refund is Possible Only if Sixty Percent (60%) or Less of Instruction is Completed.** In the event of withdrawal or termination, the student has the right to receive refund for the unused portion of the tuition and other refundable charges if the student has completed sixty percent (60%) or less of the instruction. No refund is due if greater than sixty percent (60%) of the program has been attended by the student.
3. **State Pro-Rata Refund Policy.** Burke Williams Academy of Massage Therapy ("BWA") uses the state pro-rata refund policy for students who have completed sixty percent (60%) or less of the period of attendance.
4. **Payment Period Definition.** BWA calculates its refund based upon payment periods. A definition of the payment period at BWA is that programs of five hundred (500) hours or less constitute one payment period.
5. **Student is Responsible for Any Unpaid Balance.** Any unpaid balance that remains after this Refund and Withdrawal Policy has been applied to the state or institutional policy must be paid by the student to the institution or to the lender as applicable.
6. **Complaints.** A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet website: www.bppe.ca.gov.
7. **Refund is Due Within Forty Five (45) Days of Notification.** Any monies due the applicant or student will be refunded within forty five (45) days of the date of cancellation, withdrawal or dismissal.
8. **Initiation of Withdrawal.** A withdrawal is considered to have occurred on the earlier of, a) the date the student officially notifies the School of their intent to withdraw, or b) the point at which the student fails to meet the published attendance policies outlined in the school catalog. If a student received a loan for tuition, a refund will be made to the lender to reduce the student's loan debt. If the amount of refund exceeds the unpaid balance of the loan, the remainder of the monies will be applied to any student financial aid programs from which the student received funding. Any remaining balance of funds will then be returned to the student. The refund computation will be based on the last date of student attendance.
9. **Withdrawal Due to Leave of Absence.** If students do not return following a leave of absence on the date indicated on the approved written request, refunds will be made within forty five (45) days from the date the student was scheduled to have returned. For purposes of determining a refund, the last date of attendance is used when a student fails to return from an approved leave of absence.
10. **Withdrawal Due to Prolonged Illness or Accident.** In cases of prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, the School will make a settlement that is reasonable and fair to both parties.
11. **Textbook and Equipment Return / Refund Policy.** If the student obtains and returns unmarked textbooks, unworn uniforms or unused equipment within thirty (30) days following the date of the student's cancellation, withdrawal or dismissal, the institution shall refund the charge of the textbooks or uniforms paid by the student. If the student fails to return unmarked textbooks, unworn uniforms or unused equipment within thirty (30) days following the date of the student's cancellation, withdrawal or dismissal, the institution will calculate the refund based on the documented cost of the textbooks, uniforms or equipment. The student will be liable for the amount, if any, by which the documented cost of the textbooks, uniforms or equipment exceeds the refund amount. Uniforms which have been worn cannot be returned because of health and sanitary reasons.

Bureau for Private Postsecondary Education Refund Policy for Diploma Programs

If the student withdraws from a course of instruction after midnight of the seventh business day after the day on which the student attended the first class of the course of instruction, the school will remit a refund, as per the following refund formula. The amount of the refund shall be calculated on a pro-rata basis, less the registration fee, less the STRF fee, and less the cost of any equipment and/or books and supplies the school provided the student which were not returned within forty five (45) days following the date of the student's cancellation, withdrawal or dismissal. The pro-rata refund formula is as follows:

1. Determine the *Program Tuition* by subtracting all fees, equipment, books and supplies from the *Total Program Cost*.
2. Divide the *Program Tuition* by the *Total Hours in Program* to arrive at the *Program Tuition per Hour*.
3. The answer to the calculation in step (2) is the hourly charge for instruction.
4. The *Amount Owed by Student* for the purposes of calculating a refund is derived by multiplying the *Hours of Instruction Attended by Student* by the *Program Tuition per Hour* and adding in any book or equipment charges to arrive at the *Tuition Due to School*.
5. The *Refund Amount Due to Student* shall be any amount in excess of the *Amount Paid by Student*.
 - a. $\text{Total Program Cost} - \text{Registration Fee} - \text{STRF Fee} - \text{Equipment \& Books \& Supplies} = \text{Program Tuition}$
 - b. $\text{Program Tuition} / \text{Total Hours in Program} = \text{Program Tuition per Hour}$
 - c. $\text{Program Tuition per Hour} \times \text{Hours of Instruction Attended by Student} = \text{Tuition Due to School}$
 - d. $\text{Tuition Due to School} + \text{Registration Fee} + \text{STRF} + \text{Unreturned Equipment \& Books \& Supplies} = \text{Amount Owed by Student}$
 - e. $\text{Amount Paid by Student} - \text{Amount Owed by Student} = \text{Refund Amount Due to Student}$

Sample Calculation 1: Assume a five hundred (500) hour program costing \$6,875.00 tuition, \$0.00 for registration, \$0.00 for STRF, \$50.00 for equipment, \$75.00 for the ABMP Exam Coach, and books and supplies of \$0.00. The student withdraws after two hundred fifty (250) classroom hours of attendance and does not return \$50.00 of school equipment. If the student has already paid the school a total amount of \$5,000.00 toward the program of instruction, the refund calculation would be:

- a. $\$7,000.00 - \$0.00 - \$0.00 - (\$50.00 + \$75.00) = \$6,875.00$ Program Tuition
- b. $\$6,875.00 / 500 = \13.75 Program Tuition per Hour
- c. $\$13.75 \times 250 = \$3,437.50$ Tuition Due to School
- d. $\$3,437.50 + \$0.00 + \$0.00 + \$50.00 = \$3,487.50$ Amount Owed by Student
- e. $\$5,000.00 - \$3,487.50 = \$1,512.50$ Refund Amount Due to Student

CANCELLATION OR TERMINATION AFTER COMPLETING 60% OR MORE OF THE PAYMENT PERIOD WILL RESULT IN NO REFUND.

Sample Calculation 2: Assume the same conditions and numbers as "Sample Calculation 1" above, but where the student withdraws after three hundred fifty (350) hours of attendance, and returns no equipment, books, or supplies. Because the student has already completed seventy percent (70%) of the program ($350 / 500 = 70\%$), no refund is due.

Veterans Only: This school has and maintains a policy for the refund of the unused portion of tuition, fees, and other charges in the event the veteran or eligible person fails to enter the course or withdraws, or is discontinued therefrom at any time prior to the completion. The amount charged to the veteran or eligible person for tuition fees, and other charges does not exceed the approximate pro-rata portion of the total charges for tuition, fees, and other charges, that the length of the completed portion of the course should bear its total length. Amount of maximum non refundable registration fee is \$50.00. For information or for resolution of specific payment problems, the veteran should call the DVA regional office in the area of residence, at: (888) 442-4551

IMPORTANT! — THIS AGREEMENT INCLUDES BACK SIDE OF THIS PAGE — PLEASE READ

STUDENT TUITION RECOVERY FUND (STRF)

What is the STRF Fee? The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary Education. You may be eligible for STRF if you are a California resident or are enrolled in a residency program, have prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act. However, no claim can be paid to any student without a social security number or a taxpayer identification number.

NOTE: Authority cited: Sections 94803, 94877 and 94923 Education Code. Reference: Section 94923, Education Code.

The School Must Collect this Fee from You. As of January 1, 2010, California Education Code Section 94923 requires all private postsecondary schools such as BWA to collect a fee from every new student to be remitted into the California Student Tuition Recovery Fund (STRF).

Amount of Fee. The STRF fee is \$0.00 per \$1,000 dollars of tuition paid, rounded to the nearest \$1,000, collected upon enrollment. You must pay the state-imposed assessment for the STRF if all of the following applies to you:

1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepays all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third-party.

You are not eligible for protection from the STRF and you are not required to pay the STRF fee if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third-party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

Keep a Copy of Your Agreement. It is important that prospective students keep a copy of any enrollment agreement, contract, or applications to document enrollment: tuition receipts or canceled checks to document the total amount of tuition paid. Such information may substitute a claim for reimbursement from the STRF, which must be filed within one year of the Bureau's service to the student of their rights under the STRF, or if no notice of rights are reserved to the student, within 4 years of institution's closure. For further information or instructions, contact:

BUREAU FOR PRIVATE POSTSECONDARY EDUCATION

2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833 www.bppe.ca.gov (916) 431-6959 or (888) 370-7589 Fax: (916) 574-8646

STUDENT ACKNOWLEDGMENTS — CATALOG RECEIPT / ENROLLMENT AGREEMENT COPY / MONEY RECEIPT

Catalog & Performance Fact Sheet. Prior to signing this Enrollment Agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this Agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this Agreement.

I certify that I have received the School Catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact Sheet, and have signed, initiated, and dated the information provided in the School Performance Fact Sheet. Also, I have carefully read and received an exact copy of this Enrollment Agreement. I understand that my enrollment may be terminated by the School if I fail to comply with attendance and academic requirements, or if I disrupt the normal activities of the School. While enrolled at the School, I understand that I must maintain the Standards for Student Achievement as described in the School catalog before a diploma may be awarded. The School has issued me a receipt for any monies I have paid to the School.

_____ (Student's Signature)