

ENROLLMENT AGREEMENT

I. INFORMATION

Student Name		Social Security Number	
Street Address	City	State	Zip Code
Home Phone	Cell Phone	Email Address	

School's name and address/location where instruction will be provided:

The American Musical and Dramatic Academy in Los Angeles	
6305 Yucca Street	1777 Vine Street
Los Angeles, CA 90028	Los Angeles, CA 90028
(323) 603-5900	(323) 603-5900

II. ENROLLMENT AGREEMENT

This Enrollment Agreement ("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 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.

All students attending AMDA are required to be proficient in English; AMDA does not provide English language training courses. If English is not your primary language, and you are unable to understand the terms and conditions of this enrollment agreement, you have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in your primary language.

III. PROGRAM TITLE

- | | |
|--|---|
| <input type="checkbox"/> BFA Acting | <input type="checkbox"/> Conservatory Dance Theatre Program |
| <input type="checkbox"/> BFA Dance Theatre | <input type="checkbox"/> Conservatory Integrated Program |
| <input type="checkbox"/> BFA Music Theatre | <input type="checkbox"/> Conservatory Studio Program |
| <input type="checkbox"/> BFA Performing Arts | |

Upon successful completion of 120 credits, you will receive a Bachelor of Fine Arts Degree.

Upon successful completion of 1800 total clock hours* you will receive a Certificate of Graduation

*Total clock hours are based on total number of hours needed to complete the entire program, first & second year

IV. TERM OF THE CONTRACT

The period covered by this enrollment agreement for the Conservatory program is October 17, 2016 through the scheduled completion date of October 6, 2018. The period covered by this enrollment agreement for the BFA program is October 17, 2016 through the scheduled completion date of October 10, 2020.

V. STUDENT’S RIGHT TO CANCEL

You may cancel this enrollment agreement and receive a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later by providing a written notice to the Director of Education Services, The American Musical and Dramatic Academy, 6305 Yucca Street, Los Angeles, CA 90028. The date by which you must request cancellation to receive a 100% refund minus the application fee is **October 24, 2016**. Cancellation will occur when you give written notice of cancellation to the school at this address no later than the first day of classes. This may be done by mail, email, hand delivery, or fax. The written notice of cancellation, if sent by mail, is effective as of the date of the postmark if properly addressed with postage prepaid. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that you no longer wish to be bound by this Agreement.

VI. TUITION REFUND INFORMATION

If you withdraw from the institution after instruction has started, you will receive a pro-rated refund for the unused portion of the tuition and other refundable charges, provided you have completed 60% or less of the instruction. If the school cancels or discontinues a course or educational program, the school will make a full refund of all charges. Refunds will be paid within 45 days of cancellation or withdrawal. The return of federal funds will be administered in accordance with the United States Department of Education regulations. If you have received federal student financial aid funds, you will be entitled to a refund of moneys not paid from federal student financial aid program funds.

The amount of the refund shall be the amount you paid for instruction multiplied by a percentage based on the number of weeks attended, less the \$50 non-refundable application fee and non-refundable Student Tuition Recovery Fund fee \$0.

If you withdraw after completing more than 60% of the course, you will not be eligible for a refund. The percentage of tuition to be charged is determined by the week of the withdrawal as outlined below.

Week of Withdrawal	Tuition Liability Percentage
1st Week	10%
2nd Week	20%
3rd Week	30%
4th Week	40%
5th Week	50%
6th Week	60%
7th Week	70%
8th Week	80%
9th Week	90%
10th Week and Beyond	100%

A week is defined as Monday through Sunday.

VII. TOTAL TUITION AND FEES

Tuition is charged at a rate of \$35,600 per academic year (\$17,800 per semester) based on full-time enrollment. Full-time enrollment is defined as 12-15.50 credits per semester. Students choosing to take more than 15.5 credits in a given semester will be charged \$1,187.00 per credit for each credit above 15. In semesters where AMDA has outlined an optimum curriculum greater than 15.5 credits, there will be no extra charge for the overload. Students taking fewer than 12 credits will be charged \$1,187.00 per credit. The application fee is \$50 (First Years Only), Student Tuition Recovery Fund fee is \$0, student housing is \$8,900 (2 semesters), the Student Health Insurance Plan (SHIP) is \$1,052 and the approximate cost for books and supplies totals \$1,000 per academic year. The estimated total cost for tuition, fees, housing and estimated books and supplies for Fall 2016/Spring 2017 is \$46,602.00.

Tuition Schedule of Charges: *Charges Are Per Year for the 2016-17 Academic Year.*

Charge	Amount	Description
Tuition	\$35,600.00	Tuition for all programs is for one academic year which consists of two semesters. (Classes taken in addition to the standard program may result in additional tuition charges.)
In-resident Housing	\$8,900.00	Charge for living on campus for one academic year
Student Health Insurance Plan (SHIP) Fee	\$1,052.00	Non-Refundable charge for student health insurance, unless waiver is verified and approved by the waiver deadline.
Application Fee	\$50.00	Non-Refundable
Books and Supplies	\$1,000.00	Estimated cost for required books and supplies, clothing, etc. (Not directly billed to student)
Student Tuition Recovery Fund Fee	\$0	Non-Refundable
Estimated Total	\$45,602.00	Direct Tuition, Fees, and Housing charged to student

PLEASE NOTE:

****Balances may be paid either in full or on a payment plan. You are responsible for this amount. If you utilize a student loan, you are responsible for repaying the loan plus any interest and fees.***

***** Students who do not meet the payment deadlines may be assessed a late payment fee.***

******AMDA reserves the right to adjust tuition, housing, and other fees, if necessary. Students will be notified should tuition and other fees warrant a change. Students who add classes, thereby affecting an increase in their overall credit load (above the AMDA prescribed semester’s credit load), will be charged at a per credit tuition rate of \$1,187.00.***

******* All students enrolled in a minimum of 6 credit hours/180 clock hours at AMDA are required to have health insurance coverage. This does not mean that students must enroll in AMDA’s Student Health Insurance Plan (SHIP); it means that students must provide proof of comparable health insurance, and enrolling in SHIP is one means to meet that requirement. Students are encouraged to compare SHIP against other options, e.g., being a dependent on a parent’s health insurance plan, having an employer’s health insurance plan, having individual plan coverage through another source.***

Each semester the SHIP fee (insurance premium) is added to all eligible students' financial accounts. Students who do not intend to enroll in SHIP should complete the waiver process with proof of comparable insurance before the waiver deadline each semester. Once the waiver is verified and approved, if the student's account had been charged for SHIP, the charge would be reversed or the student's account would be credited. Students who do not provide proof of comparable insurance before the waiver deadline will be enrolled automatically in SHIP. Detailed information regarding SHIP and the waiver process including the waiver deadline can be found online at <http://www.amda.edu/student-life/health-wellness>.

VIII. STUDENT TUITION RECOVERY FUND

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, prepaid tuition, paid 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 costs.
4. There was a material failure to comply with the Act or the 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.

You may also be eligible for STRF if you were a student that was unable to collect a court judgment rendered against the school for violation of the Private Postsecondary and Vocational Education Reform Act of 1989.

AMDA participates in contributing to the Student Tuition Recovery Fund (STRF) by collecting STRF fees from all eligible students. You must pay the state-imposed assessment for the Student Tuition Recovery Fund (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.

IX. OBLIGATIONS OF STUDENT AND SCHOOL

You will make all payments and adhere to all requirements within this agreement and the school will furnish all of the services and perform 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.

X. LOAN OBLIGATIONS

If you obtain a loan to pay for an educational program, you will have the responsibility to repay the full amount of the loan plus interest and fees, less the amount of any refund.

If you are eligible for a loan guaranteed by the federal or state government and you 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 you, including applying any income tax refund to which you are entitled to reduce the balance owed on the loan.
- 2) You may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.

XI. TRANSFERABILITY DISCLOSURE

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION. The transferability of credits you earn at the American Musical and Dramatic Academy is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the Certificate you earn in Dance Theatre, the Integrated Program, the Studio Program or Bachelor of Fine Arts you earn in Acting, Dance Theatre, Music Theatre, or Performing Arts is also at the complete discretion of the institution to which you may seek to transfer. If the credits, degree, or certificate that you earn at this institution are 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 the American Musical and Dramatic Academy to determine if your credits, degree, or certificate will transfer.

XII. ARBITRATION PROVISION

Student and AMDA agree to the following procedure to resolve any dispute, claim, or controversy ("claim") they may have against each other, including against AMDA's current and former agents, owners, officers, directors, or contractors (collectively "AMDA"), which arises from the student relationship between the student and AMDA or the termination thereof.

1. Covered Claims

Claims covered by this Agreement include, but are not limited to any claims under statute, regulation or common law relating to or arising out of the student relationship between AMDA and the student, claims arising under this Agreement, any tort claims, any claims of discrimination, harassment or retaliation, claims under the California Business and Professions Code and claims for breach of contract or the implied covenant of good faith and fair dealing, wrongful suspension or expulsion, or tortious conduct (whether intentional or negligent), including claims of misappropriation, fraud, conversion, interference with economic advantage or contract, breach of fiduciary duty, invasion of privacy or defamation, misrepresentation, fraud, infliction of emotional distress.

THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHTS TO BRING SUCH CLAIMS TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL.

2. Arbitration Procedures

Either party may initiate arbitration. The arbitration shall be conducted by a neutral arbitrator selected by mutual agreement (each party to submit 3 proposed names in ranked order) and conducted in accordance with the Dispute Resolution Rules issued by the American Arbitration Association (AAA), which are incorporated herein by reference and available upon request. AMDA will share the cost of the arbitrator's fee for the proceeding. Student shall pay any costs equivalent to those he or she would bear had the claims been brought in a court of law. Reasonable discovery will be allowed in accordance with the Rules of the AAA, and discovery disputes will be resolved by the arbitrator. Either party may file pre-hearing motions directed at the legal sufficiency of a claim or defense equivalent to a demurrer or summary judgment prior to the arbitration hearing. The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion, sufficient to permit meaningful judicial review. The decision or award of the arbitrator shall be final and binding upon the Parties. The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The Parties agree that any relief or recovery to which they are entitled arising out of the student relationship or termination thereof shall be limited to that awarded by the arbitrator.

3. Additional Recitals

Nothing in this Agreement precludes student from filing a charge or from participating in an administrative investigation of a charge before any appropriate government agency. However, student understands and agrees that he or she cannot obtain any monetary relief or recovery from such a proceeding.

This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of California. The terms of this Agreement shall not be orally modified.

If one or more of the provisions in this Arbitration provision is deemed invalid, void or unenforceable by law, then the remaining provisions will continue in full force and effect. Moreover, if any one or more of the provisions contained in this Arbitration provision shall be held to be excessively broad or partially invalid, illegal or unenforceable, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

A court or other entity construing this Agreement should administer, modify, or interpret it to the extent and such manner as to render it enforceable.

XIII. BUREAU FOR PRIVATE POSTSECONDARY EDUCATION

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, <http://www.bppe.ca.gov>, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.

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 web site www.bppe.ca.gov.

XIV. ADDITIONAL CONDITIONS

This Agreement is not binding unless it is signed by you and the school representative.

Verbal agreements do not supersede this Agreement at any time.

Failure to sign and return this Agreement may constitute removal from school or refusal of service, until which time a signed agreement is received.

AMDA reserves the right to make alterations in its programs, regulations and other policies as warranted.

XV. RECAP OF TOTAL CHARGES

- TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE: \$45,602.00 (Fall 2016/Spring 2017 Academic Year)
- ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: BFA \$182,258, Conservatory \$91,154 (tuition is subject to change)
- TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$500 (at least \$500 toward total charges)

Prior to signing this enrollment agreement, you must be given a catalog or brochure, a Student Handbook, 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, placement rates, license examination passage rates, salaries or wages, and the most recent three-year cohort default rate prior to signing this agreement.

 [initial] I certify that I have received the catalog, Student Handbook, 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 included in the School Performance Fact Sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

XVI. CERTIFICATION BY STUDENT

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.

Student Signature **Date**

Print Name

Signature of Parent/Guardian (if student is under 18 years of age) **Date**

XVII. CERTIFICATION BY THE SCHOOL

Accepted for the school by: _____

Authorized Signature Date

Print Name and Title of School Representative