



CDL Driver Training ENROLLMENT AGREEMENT

Office Address: 8225 E Main St, Ridgeland, SC 29936

Mailing Address: 44 Ashton Cove Dr, Hilton Head, SC 29928

PLEASE PRINT OR TYPE

New Student

Re-Entry Student

Applicant Legal Name _____

(First)

(Middle)

(Last)

Social Security # _____ - _____ - _____ Date of Birth _____ - _____ - _____ Driver's License / ID No. _____

Home Telephone: (____) _____ - _____ Work: (____) _____ - _____ Cell: (____) _____ - _____

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax No. _____

A. EDUCATIONAL SERVICE

Program _____ Approximate No. of Weeks _____

Enrollment Agreement Period _____ Start Date _____ Scheduled Completion Date _____

Hours are from _____ to _____ on the following days of the week: Mon Tues Wed Thurs Fri Sat Sun

B. ITEMIZATION & TOTAL TUITION FEES

Registration Fee	\$	INCLUDED	Non-Refundable
Drug Screen	\$	INCLUDED	Non-Refundable
DOT Physical	\$	NOT INCLUDED	Non-Refundable
DMV Permit	\$	NOT INCLUDED	Non-Refundable
DMV Printout	\$	NOT INCLUDED	Non-Refundable
Tuition	\$	<u>5500.00</u>	NON-REFUNDABLE after attendance per school policy.

TOTAL CHARGES FOR THE CURENT PERIOD OF ATTENDANCE \$ _____

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM \$ _____*

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT \$ _____

***YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE TO REPAY THE FULL AMOUNT OF THE LOAN PLUS ANY INTEREST; LESS THE AMOUNT OF ANY REFUND.**

Additional Fees, as applicable: Transcript Fee: 5, Return Check Fee: \$35, Bus Tokens \$1.00 per token

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

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.

Signature of Student _____ Date _____

Signature and Title of School Official Accepting Enrollment _____ Date _____

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.
Revision Date: March 30, 2023 Page 1 of 3 _____ (Initial)

C. PAYMENT

STUDENT AGREES TO PAY ABOVE SPECIFIED FEES AS FOLLOWING:

- Cash \$ _____
 - Sponsor \$ _____ Sponsor Name: _____
 - Check \$ _____ Check Number: _____
- BALANCE DUE** \$ _____

Timing of Payments: Total amount due before graduation _____.

Consumer Loan Agreements: Accel Trucking University does not loan students funds to attend school. Students may voluntarily choose a Third Party Private Lending Institution to receive a loan to pay for the cost of programs. The third party lender is responsible to provide all disclosures to students according to the Truth in Lending Act of Title 15 of the United States Code.

D. REFUND POLICY

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro-rated refund if you have completed 10 percent or less of the scheduled days in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: _____
Date

2. Cancellation may occur when the student provides a written notice of cancellation at the following address: 69 Robert Smalls Parkway, Beaufort, SC 29907. This can be done by mail or by hand delivery.
3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
5. If the Enrollment Agreement is cancelled the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$750.00, and less any deduction for equipment not returned in good condition, within 30 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 10 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$750.00, and less any deduction for equipment not returned in good condition, within 30 days of withdrawal. If the student has completed more than 10% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund. The student may attend a later session that begins within 60 days of withdrawal.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days scheduled to attend, prior to withdrawal. If the student has completed more than 10% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

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Revision Date: March 30, 2023 Page 2 of 3 _____ (Initial)

E. UNDERSTANDINGS

INITIAL

1. **Social Networking Policy**

Posting or Blogging on any type of internet networking site is not permitted during class time, practice range, or on the driving period. Posting or Blogging any information regarding the program, instructor or other student is prohibited. Failure to comply with these regulations are grounds for dismissal from the CDL Program.

2. **Cell phone Policy.**

Cell phones are not allowed in class, while on the practice range, driving or during observing another student driving. Your instructor has your emergency contact information that you submitted on the first day of class in the event of an emergency. Any violation may result in dismissal from the CDL Program.

3. **Dress Code.**

Personal appearance at Accel Trucking University is important and should be maintained at all times during class as well as on the practice range. Certain basic regulations must be followed. The instructor may dismiss any student not adhering to this policy. This dismissal would be counted as an unexcused absence for the day.

Body Cleanliness is mandatory with adequate bathing, use of deodorant and oral hygiene.

Clothing must be clean, appropriated and neat. Shoes must be closed toe and closed heel.

During class and while on the practice range, hair must be clean and off of your face. If you have long hair it must be secured.

For your security, rings and earrings should be limited to simple and small. Fingernails must be kept short, WE ARE NOT RESPONSIBLE FOR ANY ACCIDENTS DUE TO THESE ARTICLES.

4. **Placement Assistance:** Placement assistance is provided. However, it is understood that the School does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate.

5. **Financing:** The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.

6. **Loan:** If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:

a. The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.

b. The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.

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.

Indemnity and Hold Harmless Agreement:By signing, student agrees to release, indemnify and hold harmless Accel Training Centers, Inc, its subsidiaries, officers and employees, from and against all claims, damages, losses, expenses and liabilities, including reasonable attorney's fees and expenses of any claims arising from bodily injury, illness or death, or for property damage caused in whole or in part by negligent acts or omissions by either party. This indemnification agreement shall apply in all instances whether Accel Training Centers, Inc. is made a direct party to the initial action or is subsequently made a party to the action by third party in pleading or is made party to a collateral action arising in whole or in part from any issues emanating from the original cause of action or claim.

Signature of Student

Date

Signature and Title of School Official Accepting Enrollment

Date