

Enrollment Agreement

Terms of Enrollment Agreement

The catalog contains specific rules and regulations while attending the American College of Applied Science, Inc. and the student is expected to comply with these rules and regulations.

Payment

Tuition is payable in full before the first day of class. Payment can be made by any major credit card, debit card or virtual check via our secure payment gateway. Payment will be debited from your account before the dispatch of your User ID and Password to enter our virtual classrooms. You confirm that the credit/debit card or virtual check that is being used is yours or payment by a third party has been authorized by you. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the website.

Charge backs

The student assumes the burden of proof if the customer wishes to contest a charge on a credit card or virtual check payment for a program, course or workshop purchased via our website as outlined to the customer during the enrollment or registration process. The student agrees the bank should not make such a charge back until the American College of Applied Science, Inc. and the bank discuss the charges and the burden of proof is met. The student also agrees not to begin a charge back if the American College of Applied Science, Inc. has abided by the rules in this document.

Debit Cards

If your bank debit card has a Visa or MasterCard symbol, it can be used to purchase programs, courses and workshops. However, many of these cards have limits on the amount of a transaction and the bank may refuse charges greater than this amount. You may need to call your bank for special authorization if your debit card does not go through. We are not liable for difficulty you are caused by such delays.

Cancellation

I understand that I will be charged tuition and fees at rates established by American College of Applied Science, Inc. and published in the catalog. The tuition and fees may be subject to change. The American College of Applied Science, Inc. evaluates institutional tuition and fee rates periodically. Tuition rates may also vary depending on a student's enrollment status. Tuition is billed on a quarter (term) basis (the words "quarter" and "term" are used interchangeably in this Agreement). The tuition and fees do not include other program costs, including, but not limited to, books, supplies, laboratory fees, and other costs associated with the selected program of study. These additional costs are the obligation of the student.

I understand that it is my sole responsibility to ensure that all tuition and fees for each term are paid prior to my beginning that term. For a detailed breakdown of my financial plan, I must refer to my financial aid award letters and/or cash payment agreements. If I leave school for any reason (other than an approved leave of absence) and return at a later date, I will be charged tuition at the rate in effect at the time of my return as well as any applicable reinstatement fee. I understand that I am not released from any of my obligations or commitments to the American College of Applied Science, Inc. if I leave the school for any reason or if I am not satisfied with the services provided.

Buyer's Right to Cancel

A Student who cancels this Agreement within (3) three days, (until midnight of the third day excluding Saturdays, Sundays, and legal holidays), after signing the Agreement will receive a refund of all monies paid. A Student who cancels after 72 hours but prior to the Student's first day of class attendance will receive a refund of all monies paid, except for the nonrefundable Registration Fee. If the Student is denied admission to American College of Applied Science, Inc. or if American College of Applied Science, Inc. cancels this Agreement prior to the first day of class attendance, all monies, including the Registration Fee, will be refunded. All requests for cancellation by the Student must be made in writing and emailed to: [Registrar's Office](#) or postal mailed to Registrar, American College of Applied Science, Inc., P. O. Box 825, Crescent City, FL 32112.

Refund Policy

Refunds are based on payment being made on a per course basis.

Requests for refunds must be made via email to: [Registrar's Office](#) or by certified mail to:

Office of the Registrar
American College of Applied Science
Mailing Address: P. O. Box 825
Crescent City, FL 32112

- a. All monies will be refunded if the school does not accept the applicant or if the student cancels within (3) three business days after signing/accepting the Enrollment Agreement and making the initial payment.
- b. Cancellation after the (3) third business day, but before the first class, will result in a refund of all monies paid, with the exception of the registration fee.

c. Tuition paid for each quarter: A student withdrawing or being terminated after entering school and starts courses, but before 20% of the course is completed, shall receive a prorated refund. This refund is based upon the number of clock hours completed to the number of total course clock hours and amount of monies paid.

Cancellation after completing 20% of the course will result in no refund.

d. Tuition paid for an entire program: A student withdrawing or being terminated after entering school and starts courses, but before 40% of the program is completed, shall receive a prorated refund. This refund is based upon the number of clock hours completed to the number of total course clock hours and amount of monies paid.

Cancellation after completing 40% of the program will result in no refund.

e. Termination Date: The termination date for refund computation purposes is the last date of actual attendance or submission of lessons by the student unless earlier written notice is received.

f. Refunds will be made within 30 days of termination or receipt of refund/cancellation Notice.

g. A student can be dismissed, at the discretion of the Vice President of Administration, for insufficient progress, nonpayment of costs, or failure to comply with the rules.

A student will be liable for: 1. the non-refundable registration fee of \$50.00

2. the cost of any text book(s)

Tuition liability per clock hour (\$375 per 16 Clock Hours) or \$375 per credit.

ACAS RESIDENCY REFUND POLICY

Should the student be terminated or cancel for any reason, all refunds will be made according to the following refund schedule:

1. Cancellation must be made either by email, or by certified mail. See: Notification to Withdraw from a Workshop
2. All monies will be refunded if the school does not accept the applicant, or if the student cancels within three (3) business days after signing the Enrollment Agreement and making an initial payment.
3. Cancellation after the three (3rd) business day, but before the first class, will result in a refund of all monies paid, with the exception of the non-refundable registration fee.

Residency Tuition paid for an entire program:

a. Cancellation after residency attendance has begun, but prior to 40% completion of the program will result in a pro rata refund computed on the number of hours completed to the total program hours.

b. Cancellation after completing 40% of the program will result in no refund.

Residency Tuition paid for each quarter:

a. Cancellation after residency attendance has begun, but prior to 20% completion of the workshop will result in a pro rata refund computed on the number of hours completed to the total workshop hours.

b. Cancellation after completing 20% of the workshop will result in no refund.

4. Termination Date: The termination date for refund computation purposes is the last date of actual workshop attendance by the student unless earlier written notice is received

5. Refunds will be made within 30 days of termination, or receipt of the Cancellation Notice.

6. A student can be dismissed at the discretion of the Vice President of Administration, for insufficient progress, non-payment of fees, or failure to comply with school rules. Texts, Kits, and Tools are the property of the student, and can not be returned as part of the refund.

Workshop Attendance & Cancellation Policy

Each residential workshop must be attended in the sequence provided in the catalog for the diploma or degree program and follow prerequisites for that workshop.

ACAS reserves the right to cancel any workshop for which two or fewer students have registered. If cancellation becomes necessary, we will notify all registered students by telephone and/or e-mail at least 14 business days in advance. If ACAS cancels workshops, students will be refunded all monies paid with the exception of the non-refundable registration fee.

Notification to Withdraw from a Residency

Students who wish to withdraw from a workshop within the eligibility period should send an email to the Registrar's Office advising of the intention to drop his/her workshop, and the reason for this. If email is not available to the student, a letter may be sent to American College of Applied Science, Inc., P. O. Box 825; Crescent City, FL 32112 to the attention of the Registrar, via postal mail, registered mail or return receipt requested. The registrar will advise of any refund that is due based on the College refund policy using the date the email was sent or the postal mail postmark. If tuition was paid by credit card the original credit card will be credited. If tuition was paid by check, a check will be issued and mailed via postal mail to the student within 30 business days of receipt of the letter. Please include your full name, mailing address, billing address, course name and any other information necessary to expedite requests in all correspondence regarding tuition refunds.

All other withdrawals after the eligibility period should follow the same guidelines above regarding intent to withdraw. No refund will be given however; the student's intent to withdraw will remain on file until re-admission. Grades will be issued according to the grading policy.

Residency Completion Policy

In the event a student is unable to complete a workshop due to personal or family illness or other unforeseen hardship, the student may re-enroll in the next available workshop without paying additional fees. The student is required to attend and complete the full workshop in which he/she re-enrolled. The student must follow the Leave of Absence Policy as stated in this catalog.

Policies and Disclosures

1. Catalog: Information about ACAS is published in a catalog that contains a description of certain policies, rules, procedures, and other information about the College. ACAS reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the College catalog, in any revisions, supplements and addenda to the catalog, and with all College policies. By enrolling in ACAS, the Student agrees to abide by the terms stated in the catalog and all College policies.
2. Changes: ACAS reserves the right to make changes at any time to any provision of the catalog, including the amount of tuition and fees, academic programs and courses, College policies and procedures, faculty and administrative staff, the College calendar and other dates, and other provisions. ACAS also reserves the right to make changes in equipment and instructional materials, to modify curriculum, and when size and curriculum permit, to combine classes.
3. Elimination of Classes: ACAS reserves the right to cancel or postpone a scheduled class start when the number of students scheduled to start the program is not sufficient as determined by the ACAS. If the Student does not choose to change to a different course or start date, the Student will be eligible for a full refund.
4. Transfer of Credits: The awarding of credit for coursework completed at any other institution is at the sole discretion of ACAS. Additionally, ACAS does not imply, promise, or guarantee that any credits earned at ACAS will be transferable or accepted by any other institution.
5. Success of Student: The Student's individual success or satisfaction is not guaranteed, and is dependent upon the Student's individual efforts, abilities and application of himself/herself to the requirements of the College. Upon successful completion of the program, the school will assist graduates with information pertaining to job placement resources; however, the school does not guarantee employment. A Certificate or Diploma will be issued to each student who successfully completes the program and satisfies all requirements.
6. Student's Failure to Meet Obligations: ACAS reserves the right to terminate a Student's enrollment for failure to maintain satisfactory academic progress, failure to pay tuition or fees by applicable deadlines, disruptive behavior, posing a danger to the health or welfare of students or other members of the ACAS community, or failure to abide by ACAS policies and procedures. The ACAS can discontinue a student's enrollment status, not issue grades, and deny requests for transcripts should a student not meet all of his/her financial and institutional obligations.
7. Employment: ACAS does not guarantee employment following graduation but does offer career information and/or assistance to students and graduates.
8. Internet: Your use of the Internet is solely at your risk and subject to all applicable laws, and the school has no responsibility for any information, software, services or other materials accessed or obtained by you using the Internet.
9. Use of Images and Works: The undersigned agrees that ACAS may use his/her name, voice, image, likeness, and biographical facts, and any materials produced as a student while enrolled at ACAS, without any further approval or payment, unless prohibited by law. The undersigned acknowledges that the foregoing permission includes the right to tape and photograph him or her and to record his or her voice, conversation and sounds for use in any manner or medium in connection with any advertising, publicity, or other information relating to ACAS.
10. Discrimination: ACAS does not discriminate on the basis of race, gender, sexual orientation, religion, creed, color, national origin, ancestry, marital status, age, disability, or any other factor prohibited by law in the recruitment and admission of students, the operation of any of its educational programs and activities, and the recruitment and employment of faculty and staff. The Vice President of Administration at ACAS serves as the compliance coordinator for Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination on the basis of sex or handicap.
11. Dispute Resolution: Any disputes or controversies between the parties to this Agreement arising out of or relating to the student's recruitment, enrollment, attendance, education or career service assistance by ACAS or to this Agreement shall be resolved first through the grievance policy published in the catalog.
12. Entire Agreement: This Enrollment Agreement constitutes the entire agreement between Student and the ACAS concerning all aspects of the education and training the Student will be provided by the College. By signing this agreement, the Student agrees that no binding promises, representations or statements have been made to the Student by ACAS or any employee of ACAS regarding any aspect of the education and training the Student will receive from the College that are not set forth in writing in this Enrollment Agreement. ACAS will not be responsible for any statement of policy, career planning activities, curriculum or facility that does not appear in this Enrollment Agreement or the College catalog.

Indemnification

Students understand that animals may at times be unpredictable and can cause damage to property and injury or death to humans and other animals. Student shall indemnify and hold American College of Applied Science, Inc. and its directors, officers, administrators, employees, agents, subcontractors, instructors, guest lecturers, and heirs harmless against all damages, claims, liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any injury from an animal as a result of information received through school coursework, or from any act or omission of one of its directors, officers, administrators, employees, instructors, agents, subcontractors, or guest lecturers. Student shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person, any animal, or any damage to property, arising out of any acts or omissions of such directors, officers, administrators, employees, instructors, agents, subcontractors, guest lecturers, and heirs. In any event, the school shall not be liable to you under, or in connection with these Terms and Conditions in contract, tort, negligence, pre-contract or other representations (other than fraudulent or negligent representations) or otherwise for any loss of business, contracts, profits or anticipated savings or for any indirect or consequential economic loss whatsoever. Liability in all events is restricted to, and shall not exceed, the tuition and fees paid.

Grievance Procedure

If a student feels that he or she has been treated unfairly or unjustly by an employee, tutor, mentor, portfolio evaluator or

other staff with regard to an academic process such as grading, testing, or assignments the student must submit a written statement of the grievance to the Vice President of Administration. The Vice President of Administration at ACAS serves as the compliance coordinator and will assign the appropriate department to handle specified grievances. If a student has a grievance on the basis of race, color, gender, religion, age, marital status, national origin, physical disability, veteran's status, any other basis prohibited by applicable federal, state, or local laws or any other matter, the student should contact the Vice President of Administration. The student's grievance will be assessed within 30 days. If the complaint cannot be resolved after exhausting the College's grievance procedure, the student may file a complaint with the Commission for Independent Education, Department of Education, 2650 Apalachee Parkway, Suite A, Tallahassee, Florida 32301, toll-free telephone number 888-224-6684 for further details.

1. I have received a copy of this Enrollment Agreement, and have read, understand and agree to comply with all of its terms.
2. I also acknowledge that I have received a copy of the American College of Applied Science, Inc. catalog in one of the following formats: printed (hard copy), or downloaded from the American College of Applied Science, Inc. online registration site, and I agree to comply with all College policies and rules contained therein.
3. I also understand and agree that this Enrollment Agreement supersedes all prior or contemporaneous verbal or written statements and agreements made by American College of Applied Science, Inc. or any employees of American College of Applied Science, Inc., and that no binding promises, representations or statements have been made to me by American College of Applied Science, Inc. or any employee of American College of Applied Science, Inc. regarding any aspect of the education and training I will receive from the College that are not set forth in writing in this Enrollment Agreement.
4. I further understand and agree that this Enrollment Agreement may not be modified without the written agreement of me and American College of Applied Science, Inc.
5. I understand that programs are offered on line and have published start and end dates.
6. I understand that I may be required to attend residencies or externships that may be a distance from my home and that I am responsible for travel expenses associated with travel to the workshops and living expenses while there.
7. I understand that I will receive a book list for each course and am responsible for purchasing these books on my own.
8. I understand that books range from \$50 to \$100 per course depending on availability from textbook providers.
9. I hereby certify that all information I provided in my application for admission or registration to American College of Applied Science, Inc. is complete, accurate and up to date.
10. Once I sign this Agreement or submit registration payment, and American College of Applied Science, Inc. accepts this Agreement, I understand that a legally binding contract will be created.

I have read the terms and conditions contained in this Enrollment Agreement and understand that this agreement constitutes a binding contract upon written acceptance by the School.

Submitting this form electronically, in lieu of a signature, indicates certification that all above information is true, accurate and complete including understanding, agreement and acceptance of all college policies, guidelines and agreements.

I agree, in lieu of a signature, that submission of this application and/or its approval is my acknowledgement that I have read and agree to follow all American College of Applied Science, Inc., policies, guidelines and agreements.

I also agree, in lieu of a signature, to pay any non-refundable fees for each loan application submission whether approved, disapproved or declined. I also understand and agree that the Enrollment Agreement and Catalog supersedes all prior or contemporaneous verbal or written statement and agreements made by the school or employees of the school.