

Elliott Bookkeeping School & Placement Service

“Every Business Needs a Bookkeeper!”



General:

The school is providing services to assist the student in learning certain bookkeeping skills. The student hereby acknowledges that no representations or warranties have been made by the school regarding the level of competency and skills the student shall actually obtain.

This contract does not guarantee employment or your personal success in finding a job.

In the event of any dispute, breach, controversy or claim between the parties arising from, relating to or involving this contract or any clause or condition contained herein, the parties hereto agree that all such matters shall be settled in accordance with the Washington County Circuit Court Arbitration Rules as adopted from ORS 36.400 to ORS 36.425. Said arbitration shall be mandatory and the finding and awards shall be final.

In the event of any case controversy, litigation or arbitration of any matter contained herein, it is agreed by the parties that the prevailing party shall be awarded, in addition to any other award, its reasonable attorney fees and costs of the litigation or arbitration.

Inquiries regarding this contract should be made, in writing, to Elliott Bookkeeping School or to the Superintendent of Public Instruction, Department of Education, 255 Capital St. NE, Salem, OR 97310-0203 or by calling (503) 947-5751.

Correspondence Student: Cancellation and Refund Policies: OAR 581-045-0037

1. A student may cancel enrollment by giving written notice to the school. Unless the school has discontinued the program of instruction, the student is financially obligated to the school according to the following:

- (a) If cancellation occurs within 5 business days of the date of enrollment and lesson materials have not been delivered, all monies related to the enrollment agreement shall be refunded;
- (b) If cancellation occurs within 5 business days of the date of enrollment and lesson materials have been delivered, all monies related to the enrollment agreement shall be refunded with the exception of the cost of unreturned lesson materials or the cost of replacement for returned materials that are damaged or marked;
- (c) If cancellation occurs after 5 business days of the date of enrollment and the lesson materials have been shipped but not delivered to the student:
 - (A) The school may charge an amount equal to 15% of the tuition cost, or \$150, whichever is less; that being established as its registration fee,
 - (B) If the student returns the unopened books and supplies to the school within 5 days of receipt, the school will refund the total cost of lesson materials.
- (d) If cancellation occurs after 5 business days of the date of enrollment and the lesson materials have been delivered to the student but not returned within 5 days of receipt, and before the completion of the first lesson assignment, the school may charge:
 - (A) An amount equal to 15% of the tuition cost, or \$150, whichever is less; that being established as its registration fee, and
 - (B) The total cost of books and supplies.
- (e) If withdrawal or termination occurs after the completion of the first lesson assignment and before 50% of the total lesson assignments are completed, the student shall be entitled to a pro rata refund of the tuition when the amount paid for the instructional program exceeds the charges owed to the school. In addition to the pro rated tuition charge, the school may retain the registration fee, book and supply fees, and any other legitimate charges owed by the student;
- (f) If withdrawal or termination occurs after completion of 50% or more of the total lesson assignments, the student shall be obligated for the tuition charged for the entire instructional program and shall not be entitled to any refund.

2. For cancellation under Subsections 1 (a)-(d), the “date of enrollment” will be determined:

- (a) When enrollment occurs by a document exchange through a mail delivery service, the enrollment date shall be the date the enrollment agreement is signed by both the student and the authorized school official, whichever is later;
- (b) When the enrollment occurs online, the date of enrollment will be the date the school receives:
 - (A) A copy of the enrollment agreement signed by the student and the student is granted access to the program, or
 - (B) Submission of student enrollment information through a secured website. The website must have a registration process that includes, but is not limited to, statements detailing the legal and financial obligations related to enrollment in the school. The student must verify that he/she has read and understands the enrollment agreement. A copy of the student enrollment agreement information that includes “a declaration by the student acknowledging the reading, understand and acceptance of the enrollment obligations” shall be placed in the student file in lieu of a signed enrollment agreement.

My signature below indicates that I have received a copy of this enrollment agreement and agree to any stipulations listed, and that I promise to pay as agreed. I also understand that I will not receive my certificate until my tuition is paid in full. Should any amount stated above become delinquent, the entire balance may become due and payable on demand and assigned to a collection agency.

_____	_____
Signature of Student	Date
_____	_____
Signature of Parent or Guardian (if student is under 18)	Date
_____	_____
Elliott Bookkeeping School & Placement Service, Inc.	Date