



# Business and Vocational Training Institute

## ENROLLMENT AGREEMENT

Address: 2329 E. Ashlan Ave., Fresno Ca 93726

Phone: (888) 600-8836

[www.bloomtraininginstitute.com](http://www.bloomtraininginstitute.com)

<b>PLEASE PRINT OR TYPE</b>	<input type="checkbox"/> New Student	<input type="checkbox"/> 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 _____		

### A. EDUCATIONAL SERVICE

Program \_\_\_\_\_

Total Hours \_\_\_\_ / \_\_\_\_\_ Approximate No. of Weeks \_\_\_\_\_

Enrollment Agreement Period - Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Enrollment Agreement Program - Start Date: \_\_\_\_\_ Program 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	\$ _____	Non-Refundable
Learning material	\$ _____	Learning material prices fluctuate depending on recent editions
Equipment	\$ _____	Non-Refundable upon removal from original packaging.
Student Tuition Recovery Fund Fee	\$ _____	Non-Refundable (\$2.50 for every \$1,000 rounded to the nearest \$1,000)
Tutoring	\$ _____	Non-Refundable
Assessment fees for transfer of credits;	\$ _____	Non-Refundable
Tuition	\$ _____	Non-Refundable
Other institutional charges and/or fees	\$ _____	Prorated upon withdrawal. Refer to refund policy provision within this Agreement

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE: \$ \_\_\_\_\_

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: \$ \_\_\_\_\_

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 FOR

REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.

**Estimated Additional Fees, required and payable to a third party: Student Initial** \_\_\_\_\_

**Additional Fees, as applicable: Student Initial** \_\_\_\_\_

STUDENT AGREES TO PAY ABOVE SPECIFIED FEES AS FOLLOW:

Cash \$ \_\_\_\_\_  
 Credit Card \$ \_\_\_\_\_ Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_ / \_\_\_\_  
 Sponsor \$ \_\_\_\_\_ Sponsor Name: \_\_\_\_\_  
 Check \$ \_\_\_\_\_ Check Number: \_\_\_\_\_  
 Student Loan \$ \_\_\_\_\_  
 BALANCE DUE \$ \_\_\_\_\_

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, A COPY OF THE SCHOOL CATALOG AND SCHOOL PERFORMANCE FACT SHEET. 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 of Student's Parent or Guardian (if student is under age 18) Date

\_\_\_\_\_  
 Signature and Title of School Official Accepting Enrollment Date

**C. REFUND POLICY**

**RESIDENTIAL PROGRAMS**

**STUDENT'S RIGHT TO CANCEL AND/OR WITHDRAWAL**

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 rata refund if you have completed 60 percent or less of the scheduled hours in the current payment period in your program through the last day of attendance.
2. Cancellation of this agreement can occur up to: 60 DAYS
3. Cancellation may occur when the student provides a written letter of cancellation, my mail or hand delivery to the following address: 2329 E. Ashlan Ave., Fresno, Ca 93726
4. The written notice of cancellation, if sent by mail, is effective when deposited in the mail addressed with proper postage.
5. By email to [cancellations@bloomtraininginstitute.com](mailto:cancellations@bloomtraininginstitute.com)
6. 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.
7. If the Enrollment Agreement is canceled the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 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 60 percent or less of the schedule 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 \$250.00, and less any deduction for equipment not returned in good condition, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction by sending a withdrawal email to [cancellations@bloomtraininginstitute.com](mailto:cancellations@bloomtraininginstitute.com) 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.
- The student has failed to attend class for three (2) consecutive weeks.
- The student fails to return from a leave of absence.

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/hours in the program), multiplied by the number of days/hours scheduled to attend, prior to withdrawal. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of three (3) consecutive weeks. If the student has completed more than 60% 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. If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

## **DISTANCE EDUCATION PROGRAMS (Note: Not offered in real time.)**

### **STUDENT'S RIGHT TO CANCEL**

This institution offers distance educational programs where the instruction is not offered in real time. The Institution shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.

The student has the right to cancel the agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date the written notice of cancellation is sent to: 2329 E Ashlan Ave., Fresno, Ca 93726. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials.

Cancellation must occur prior to the receipt of the first lesson and materials, which will occur within seven days after the institution accepts the student for admission. \_\_\_\_\_  
Date

This Institution shall transmit all of the lessons and other materials to the student if the student (a) has fully paid for the educational program; and (b) after having received the first lesson and initial materials, requests in writing that all of the material be sent. If the Institution transmits the balance of the material as the student requests, the Institution shall remain obligated to provide the other educational services it agreed to provide, such as responses to student inquiries, student and faculty interaction, and evaluation and comment on lessons submitted by the student, but shall not be obligated to pay any refund after all of the lessons are material are transmitted.

**UNDERSTANDINGS**

1. **Catalog:** Information about bloom Business and Vocational Training Institute is published in the school catalog that contains a description of certain bloom Business and Vocational Training Institute policies, procedures, and other information about the school. 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 school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in , the Student agrees to abide by the terms stated in the catalog and all school policies.

Initial: \_\_\_\_\_

2. **Enrollment Agreement:** All admission activities and instruction occurs in English. If a prospective student is accepted for admissions based on documented English skills and his or her primary language is not English, the student has the right to obtain a clear explanation of the terms and conditions of this agreement and cancellation and refund policies in his or her primary language, at his or her expense by a translation service of his or her choosing prior to execution of the enrollment agreement.

Initial: \_\_\_\_\_

3. **Location:** All instructions occur at the address on page 1 of this agreement at 2329 E. Ashlan Ave., Fresno, Ca 93726. Distance education coursework is completed at a location determined by the student. If one location and residential training list the address here.

Initial: \_\_\_\_\_

4. I understand that I will be awarded a Certificate/Diploma/Degree when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations.

Initial: \_\_\_\_\_

**5. NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:**

Initial: \_\_\_\_\_

The transferability of credits you earn at bloom Business and Vocational Training Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree, diploma, or certificate you earn from an educational program is also at the complete discretion of the institution to which you may seek to transfer. If the credits or degree, diploma, 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 bloom Business and Vocational Training Institute to determine if your credits or degree, diploma or certificate will transfer.

6. **Career Services:** 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.

Initial: \_\_\_\_\_

7. **Questions:** 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 1747 North Market Blvd, Suite 225, Sacramento, CA 95834 or P.O. Box 980818, West Sacramento, CA 95798-0818 toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.

Initial: \_\_\_\_\_

8. **Complaints:** A student or any member of the public may file a complaint about this institution with 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.

Initial: \_\_\_\_\_

9. **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. **Initial:** \_\_\_\_\_

10. **Books/Equipment:** All supplies for the program selected will be provided by the School at the stated charge. Lost, mutilated, or stolen items will be replaced at the expense of the student. **Initial:** \_\_\_\_\_

11. **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: **Initial:** \_\_\_\_\_

- 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 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.

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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, placement 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 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, initialed, and dated the information provided in the School Performance Fact Sheet.

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Regulation sections 5, CCR §76215(a)

(a) A qualifying institution shall include the following statement on both its enrollment agreement and school catalog:

"The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if 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.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program."

(b) In addition to the statement required under subdivision (a) of this section, a qualifying institution shall include the following statement in its school catalog:

"It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education. 1747 North Market Blvd., Suite 225, Sacramento, California, 95834, (916) 574-8900 or (888) 370-7589

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of non-collection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

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, 94924 and 94925, Education Code.