

# John Adams Virtual School Tuition Agreement

John Adams Virtual School guarantees that the John Adams Virtual School diploma program you have selected will be everything we have declared. To prove this, we offer you the following cancellation and refund policy.

You may request cancellation in writing at any time.

Your signature on this form indicates that you have read and understood the terms of this Agreement, and that you have read and understood any literature you have received from us. Your signature further indicates that you believe you have the ability to benefit from the program you have selected.

1. If you cancel within 5 calendar days after midnight of the day you signed the Agreement, you will receive a refund of all money you have paid to the Corporation, less the non-refundable \$19.99 application fee down payment.
2. If you cancel after such time, but before any online exam has been taken, you will owe an administrative fee of 15% of the tuition, not to exceed \$150 above the non-refundable \$25 application fee down payment. You will receive all money you have paid in excess of the administrative fee and the non-refundable down payment.
3. If you cancel six or more calendar days from midnight of the day on which you signed the Enrollment Application Agreement, and/or after you have completed one or more online exams, your tuition obligation will be as follows: (a) If you cancel after completing no more than 5% of the course, you will owe an amount equal to the administrative fee plus 5% of the tuition remaining after subtracting the administrative fee; (b) If you cancel after completing no more than 10% of the exams, you will owe an amount equal to the administrative fee plus 10% of the tuition remaining after subtracting the administrative fee; (c) If you cancel after completing more than 10% but no more than 25% of the exams, you will owe an amount equal to the administrative fee plus 25% of the tuition remaining after subtracting the administrative fee; (d) If you cancel after completing more than 25%, but no more than 50% of the exams, you will owe an amount equal to the administrative fee plus 50% of the tuition remaining after subtracting the administrative fee; (e) If you cancel after completing more than 50% of the exams you will owe the full tuition.
4. If you cancel after one year of enrollment, no refund can be made. The first \$30 we receive from you in student payments will be credited toward the non-refundable shipping and handling charge.

If you fail to make any payment within 10 calendar days of its due date, the Corporation may cancel this Agreement. Your entire tuition obligation will become due and payable immediately and you will no longer be entitled to any refunds unless you cure the default within 15 calendar days of our notice to you.

You will be charged a late fee of \$5.00 for each monthly payment which is not paid within 10 days of its due date. If you submit as a payment under this Agreement a check, draft, or money order which is dishonored, you will be charged a fee of \$20.00 if 10 days have elapsed since we mailed you notice of such dishonor at your last address shown in our records without such check, draft, or money order being made good but no late fee will be charged by us on the first monthly payment which would not have been in default if such dishonor had not occurred).

If this application is not accepted, all monies paid will be refunded within 30 days.

**NOTICE: ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNT PAID BY THE DEBTOR HEREUNDER.**

**INTERNATIONAL STUDENTS:** Tuition payment must be in US funds only. Students in Canada and foreign countries will be responsible for payment of any applicable customs duties.

Due to variations in state laws, John Adams Virtual School makes no representation that its diploma will be honored by institutions or employers in your state, or that credits earned from John Adams Virtual School will be accepted by resident secondary or post-secondary schools. If you have a question in this regard, you should inquire with the Department of Education or like government body in your state. John Adams Virtual School will assist its students by explaining its high school program to others.

Due to the independent nature of our program, we cannot enroll students who have previously taken special education classes. This Enrollment Application Agreement is a legally binding contract when signed by the student and accepted by John Adams Virtual School at its offices in Colorado and is governed by Florida law. There is no assurance that your completion of this program will lead to a job.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, no matter how pleaded or styled, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction.

It is your responsibility to arrange to have any high school you have previously attended in grade nine or above furnish John Adams Virtual School with complete and official transcripts of your records. Your failure to make such arrangements will result in cancellation of your enrollment, and you will incur a tuition obligation to John Adams Virtual School.

In case of student illness or accident, death in the family, or other circumstances beyond the control of the student, the student shall be entitled to special consideration: John Adams Virtual School at its option, may settle the account for an amount which is a lesser charge to the student than that called for by John Adams Virtual School's established policy.

Lessons, texts, and course materials are included in the tuition for the program you select as described in detail in the literature of John Adams Virtual School. At its sole discretion, we reserve the right to substitute course materials of equal or superior value. The program is designed to be completed in 6-12 months for each academic year of high school that is required for you to graduate, but you will be allowed additional time if you need it. If you require more than 12 months to complete each year of your studies, you may submit a written request to the Administrator to extend this period. Once you have completed your studies and paid your tuition in full, your diploma will be awarded by John Adams Virtual School.

**IF YOU ARE UNDER 18:** Your enrollment obligation must be approved by having your parent, guardian, or other responsible person over age 21 sign below. By signing below, the parent, guardian, or other responsible person approves all of the student's obligations under this Enrollment Agreement. Such approval does not constitute a guarantee of the student's enrollment obligations.

Approving person's name \_\_\_\_\_ Approving person's signature \_\_\_\_\_

Approving person's address \_\_\_\_\_ Apt. No. \_\_\_\_\_

Approving person's relationship to student \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Student's email address \_\_\_\_\_ Phone \_\_\_\_\_