

GAS WELL TENDING CDL TRAINING AGREEMENT

Enrollment Agreement

Name _____ Email _____
Address _____ Telephone (_____) _____
City _____ State _____ Zip Code _____

The acceptance and fulfillment of the general terms of this agreement entitle me to the _____ program as outlined in the Admissions/Qualification Questionnaire and the school's current catalog are herein made part of this agreement.

The Cost of the Stated Marked Program Is as Follows:

I hereby contract with Institute for High Priority Occupations and _____ (school location) for a program of instruction in _____ (course title):

The _____ Program consists of _____ Clock Hours. Training schedules are adjusted periodically to reflect real time experiences.

The program can normally be completed in _____ weeks. Training is presented Monday through Friday as scheduled.

Enrollment Fee: A non-refundable fee of \$155.00 will include the required Department of Transportation physical, one (1) Drug Screen Test, and other costs of enrollment including student processing. The Commercial Drivers License Permit fee is included in the cost of tuition.

Books and Materials: The Federal Motor Carrier Safety Regulations book, Driver's Daily Log book, Classroom Textbook and Road Atlas will be assigned to each student during the course. No fee will be charged for these supplies; however, at the end of the course, the student is to return these supplies (except for the log book) in good condition. Otherwise, there will be a charge for any damaged materials according to costs outlined by the school. One (1) Motor Vehicle Record report (\$10.00) is included in the cost of tuition.

CDL Skills Testing: The initial cost of CDL skills testing is included in the cost of the tuition. If additional testing is required, there will be a charge of \$150.00 per re-test.

PROGRAM COSTS Enrollment Fee \$ _____ Tuition \$ _____ Books & Materials \$ _____ Total Costs \$ _____

In the event the Enrollment Application is declined by the School, notice to that effect in writing shall be made within 30 days of the date of this agreement to the student, and any advanced monies paid, except for the non-refundable enrollment fee, will be returned with that notice with no costs whatsoever to the applicant. Make All Checks and Money Orders payable to _____.

Method of Payment for Tuition and Supplemental Costs

Cash _____ Check _____ Visa/MC/Discover/American Express _____ Other _____ . I am paying \$ _____. I will need financing for my balance of \$ _____. I understand my down payment will be returned if financing cannot be arranged. I understand that the training will be given at the school or such other sites as the school may designate; that the training will be conducted under the guidance and supervision of competent training personnel; the courses consist of the time stated for each course in the current catalog; that the skills training will be given on truck tractors, and various types of trailers.

Cancellation/Withdrawal/Refund Policy

If Your Application is Rejected: If you are not accepted by the School for enrollment in the program all advanced monies paid, except for the non-refundable enrollment fee, will be refunded.

If You Cancel Prior to The Program Start Date: You may cancel your enrollment agreement with the School and receive a refund of all monies paid by contacting the School Director by phone (724) 658-3583 ext 7114 or mail prior to the first day of class. If you cancel by phone, you will be instructed to follow up by completing the procedures for canceling by mail. The written cancellation must be received by the school within five (5) days of the phone conversation. If the cancellation is by mail, a copy of the agreement with the words, "I hereby cancel", together with your signature, will be considered sufficient. Mail the notice to *iHPO* Lawrence County Career and Technical Center, 750 Phelps Way, New Castle, PA 16101.

Withdrawal or Termination after the Program Start Date: If a student wishes to drop from the program, or is terminated by the school during the first (1st) week of training, a fee of \$500 is charged. For a student withdrawing from or discontinuing the program during the second (2nd) week through the remainder of the program, full tuition will be charged.

Provided arrangements for **tuition, fees and other costs** due *iHPO* and _____ (school) are made by the applicant:

Expected Start Date: _____ Anticipated Completion Date: _____

Important Additional Information

- (1) I understand that all expenses incurred while traveling to and from training location and expenses for food and lodging while in training shall be borne by me.
- (2) I understand that the school reserves the right to change the opening and closing dates of its classes, hours of instruction, equipment, faculty, tuition rates, and fees. However, there will be no price changes for any student enrolled under the terms of the contract he/she signed.
- (3) I, the student, hereby release, hold harmless, and indemnify *iHPO*, its agents and representatives from and against all liabilities, damages, and other expenses which may be imposed upon, incurred by, or asserted against it or them by reason of bodily injury or property damage which I may suffer, from any cause, while a student in the training program of the school.
- (4) In the event of labor disputes or acts of God, (i.e., fire, flood, hurricane, tornado, etc.) the school reserves the right to suspend training at the resident site(s) affected.
- (5) The school reserves the right to cancel an enrollment if student does not achieve the academic requirement established by the school for the program; in which event, the extent of the student's tuition obligation will be in accordance with the Cancellation and Settlement in the contract. This contract is valid for the time stated herein to start and complete the program the student is enrolled.
- (6) Testing for a Class A Driver's license will be conducted by The Department of Motor Vehicles. License fees charged by the DMV will be paid by the student. There is no school charge for the initial driver's license test with the Department of Motor Vehicles. No refund will be made to the student who does not take the test.
- (7) The school reserves the right to set class schedules according to student enrollments and equipment availability.
- (8) The school reserves the right to enact and provide notice of rules and regulations governing the conduct of the student while attending the school. Violation of these rules and regulations will constitute sufficient grounds for dismissal of the student.
- (9) Un-excused absences, excessive tardiness and lack of progress in training will also be grounds for dismissal.
- (10) I acknowledge reading, agreement and receipt of the school's current catalog.
- (11) The invalidity or unenforceability of any particular provisions of this agreement shall be construed in all respects as if such invalid or unenforceable provisions was omitted.
- (12) **I Understand that it is not possible for *iHPO* to Guarantee Employment.**
- (13) **Notice:** Any Holder of this Consumer Credit 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 Amounts Paid by the Debtor to the Seller Hereunder. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, no matter how pleaded or settled, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the awarded rendered by the Arbitrator may be entered in any court having jurisdiction.
- (14) *iHPO* reserves the right to subcontract any or all parts of its training programs to other training organizations.
- (15) I understand that I must voluntarily submit to a drug or sobriety test anytime the school requests me to do so while attending. All costs for such testing will be borne by me. If such tests are positive, I will be dismissed from school. Monies paid will be refunded as per the school's cancellation policy. The school, its representatives and officials or any other persons or entities including doctors of testing labs will be held harmless as a result of any testing results by them and will abide by such test results and findings.
- (16) To benefit from this training, the school requires that you must be able to read, write and comprehend the English language to converse with the general public; to understand highway and traffic signs and signals; do basic arithmetic problems, pass a D.O.T. physical; possess a valid driver's license from your present state; pass a state permit test for tractor/trailer operator before the road training; be at least 18 years old; have an acceptable driving record as required by the U.S. Department of Transportation; have a high school diploma, General Equivalency Diploma (GED) or pass the school's ability to benefit exam. Should you seek employment in the trucking industry, your driving records and criminal record, if you have one, will be validated through the proper authorities. You may find it impossible in the near future to obtain a job in the trucking industry if you have an unusually poor driving record, poor employment history or a criminal record, or if you are under 21 years of age.

Upon successful completion of the program and all financial obligations have been accomplished, the student/graduate will be awarded a Diploma, an Academic Transcript, and Graduate Job Placement Support for a period of one year from graduation date.

Disclosure Statement

It is important that applicants keep a copy of any enrollment agreement contract or application to document enrollment, tuition receipts or canceled checks to document the total amount of tuition paid and records which show the percentage of the program which has been completed. This information can be obtained by a request in writing to the Administration Office.

Concern/Complaint Procedure

iHPO strives to maintain an organized, highly qualified, and highly principled organization. If at any time, a student feels a concern should be raised, please feel free to contact your trainer. If the concern cannot be resolved at this level, the school follows a policy of offering each student the opportunity to discuss with the Director of Training any questions, concerns or complaints that cannot be resolved by the trainer. An appointment can be made with the Administration Office to speak with the Training Director after classes convene for the day. The student must present, **in writing**, the question, concern, or complaint during this meeting with the Training Director. Minutes will be taken of this session and documented in the student's file. The Director will respond **in writing** to the question, concern, or complaint within six (6) working days. If questions or concerns are not satisfactorily resolved by the Director, a **written letter** concerning the question, problem, or complaint may be sent to the attention of Director of Operations, *iHPO*, PO Box 346, New Stanton, PA 15672

The Enrollment/Application Agreement is made according to the agreement set forth herein which I have carefully read or had read to me. I hereby acknowledge receiving a completely filled-in copy of this agreement and a current student publication catalog which I have read & retained for my records. **I also acknowledge that no verbal promises or statements contrary to the terms of this agreement have been made;** and I certify that the aforementioned statements of the *iHPO* representative are true and correct. I understand that this contract is legal and binding once it has been signed and dated by the *iHPO* Official.

In signing this Enrollment Agreement Contract, I state that I am free of illegal drugs and my responses on the admission/qualification application are true and correct, and I meet the admission requirements published in the current student publication-career catalog which I have been given. I understand that all promotional material, student publications, information both verbal and written acquired by me from *iHPO* is proprietary, is not to be distributed or reproduced and is to be used for my personal understanding and information only. I confirm that I am not acquiring information regarding any process or procedure of *iHPO* for a competitor or am I representing an entity other than myself. I agree that if I decide to not take the contracted program, on the scheduled date listed below on this enrollment agreement contract, I will return every and all items, whether promotional, published or otherwise in my possession regarding or in relationship to *iHPO* within 30 days. I understand I will be held personally responsible for all costs involved in the replacement or repair of any equipment or facilities, when such damage is a result of my abuse or misuse of such items or facilities, or which are damaged as a result of my negligence.

I understand the aforementioned statements and agree to abide by them.

Applicant's Signature _____ **Date** _____

As an authorized representative of *iHPO*, I certify that the following statements are true & correct: I have interviewed the applicant and reviewed his/her Admission/Qualification Application and find that from the information that the applicant recorded on the Admission/Qualification Application he/she meets the admission requirements listed in the current student catalog publication. I have not made any verbal promises or statements contrary to the terms of this agreement. I have given the applicant *iHPO* current student catalog publication and an original of the enrollment agreement.

Admission Representative _____ **Date** _____

This enrollment agreement is not legal and binding until accepted by the *iHPO* School Official. I (the School Official) have reviewed the admission/qualification application of the applicant named above, & find that the applicant (based on his/her responses) meets the admission requirements published in the current student publication.

Approved () Disapproved () School Official _____ **Date** _____