

ENROLLMENT AGREEMENT

ROADMASTER DRIVERS SCHOOL OF FONTANA, INC.  
10251 Calabash Avenue, Fontana, CA 92335  
Phone 909-202-4270 Fax 909-202-4218

SOCIAL SECURITY #

NAME:

First Name

Initial

Last Name

ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP CODE

PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ AGE: \_\_\_\_\_

DRIVERS LICENSE #: \_\_\_\_\_ STATE OF ISSUE: \_\_\_\_\_ EXPIRES: \_\_\_\_\_

PROGRAM TITLE – COMMERCIAL TRUCK DRIVER TRAINING COURSE

Application Request & Statement of Acceptance

- I hereby apply for admission to the following Commercial Truck Driver Training program:  
160 Clock Hour  
☐ 3 Weeks/Day ☐ 4 Weeks/Day ☐ 8 Weekends ☐ 4 Weeks / Evenings
- In consideration of acceptance of this enrollment, I agree to the terms and conditions set forth herein, and I further agree to make arrangements to pay or finance the total tuition balance due, as stated in this agreement, and all required fees.
- Upon acceptance of this Enrollment Agreement the School agrees to provide a complete training course of not less than 160 clock hours. Students attend daily classes between 7 AM and 6 PM. Night driving may be scheduled and provided as part of the program. The Four (4) Week Evening program training takes place from 6 PM to 12 AM and Saturdays or Sundays. The training consists of classroom lectures/lab, range/field skills training, highway training and CDL testing. All books and supplies are included in the tuition for the training and the CDL Examination. Career guidance and placement assistance service is also provided to students and/or graduates.
- If accepted for training, I acknowledge that the school assumes no responsibility for any injury or damage incurred to me, caused by me, or my property. I further agree to hold the school harmless from liability for such injury or damage, except as caused by the gross negligence of the school.

CLASS STARTING DATE: \_\_\_\_\_

ANTICIPATED  
CLASS ENDING DATE: \_\_\_\_\_

TOTAL TUITION \$ 6,495.00\*

\*(Includes Nonrefundable \$250  
Registration Fee and Nonrefundable  
\$3 STRF.)

Less: Applicable Credit \$ \_\_\_\_\_

SUBTOTAL: \$ \_\_\_\_\_

Less: Tuition Deposit  
(Only indicate dollar amount  
received with this agreement) \$ \_\_\_\_\_

TUITION BALANCE DUE: \$

TOTAL CHARGES FOR THIS PERIOD OF  
ATTENDANCE

\$6,495.00

ESTIMATED TOTAL CHARGES FOR THE  
ENTIRE EDUCATIONAL PROGRAM

\$6,495.00

TOTAL CHARGES THE STUDENT IS  
OBLIGATED TO PAY UPON ENROLLMENT

\$6,495.00

NOTICE TO BUYER

- Do not sign this Enrollment Agreement before you read all pages or if it contains any blank spaces.
- You are entitled to a copy of the Enrollment Agreement, which you sign.
- If you finance, you will be required to sign a consumer credit agreement which is subject to all claims and defenses which you could assert against the school for goods or services obtained pursuant to the financing or with the proceeds hereof. Recovery there under by you shall not exceed amounts paid by you to the school.
- THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE TRUCK DRIVER TRAINING SCHOOL AND THE STUDENT, AND ANY VERBAL ASSURANCES OR PROMISES NOT CONTAINED HEREIN SHALL BIND NEITHER THE SCHOOL NOR THE STUDENT.**

CERTIFICATION OF UNDERSTANDING

- I certify that I have read this Enrollment Agreement, including detailed information on all pages of this form, understand the contents and agree to abide by its terms. 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. CEC 94911 (k)
- I have received a copy and agree to the terms of this Enrollment Agreement and read and received a current School catalog and Fact Sheet. I agree to a WAIVER OF RIGHT TO CONTEST JURISDICTION. (See Page 2 Relating to waiver of right of contest jurisdiction)

\_\_\_\_\_  
Date: \_\_\_\_\_

Applicant's Signature

Month—Day—Year

- STATEMENT OF REPRESENTATIVE: As the authorized Admissions Representative or Agent of the School, I have interviewed the above applicant and certify that in my judgment the admission requirements will be met. I recommend the applicant's acceptance, based on information made available by the applicant.

\_\_\_\_\_  
Date: \_\_\_\_\_

Representative's Signature

Month—Day—Year

Accepted \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Location

Date

School Official, Title

(TEAR OFF HERE)

STUDENT'S RIGHT TO CANCEL

\_\_\_\_\_  
Date Applicant Signed this Enrollment Agreement

- YOU MAY CANCEL THIS ENROLLMENT AGREEMENT WITHOUT ANY PENALTY OR OBLIGATION WITHIN SEVEN (7) BUSINESS DAYS FROM THE DATE YOU SIGN THIS ENROLLMENT AGREEMENT OR THROUGH THE FIRST DAY OF CLASS WHICHEVER IS LATER.
- IF YOU CANCEL ACCORDING TO THE REQUIREMENTS OF THIS SECTION, ANY PAYMENTS MADE BY YOU UNDER THIS ENROLLMENT AGREEMENT WILL BE RETURNED TO YOU WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THIS ENROLLMENT AGREEMENT WILL BE CANCELLED.
- TO CANCEL THIS ENROLLMENT AGREEMENT, MAIL OR DELIVER A DATED COPY OF THE CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE SIGNED BY YOU TO: 11300 4<sup>th</sup> STREET NORTH, SUITE 200, ST. PETERSBURG, FL 33716, NO LATER THAN MIDNIGHT OF \_\_\_\_\_. (Insert 7 business days after the date the applicant has signed this Enrollment Agreement)

I HEREBY CANCEL THIS ENROLLMENT AGREEMENT.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Social Security # \_\_\_\_\_

Applicant's Address \_\_\_\_\_

TERMS OF THIS ENROLLMENT AGREEMENT ARE CONTAINED ON 3 PAGES

## ENROLLMENT TRAINING AGREEMENT

Upon acceptance of this Enrollment Agreement, this document constitutes a training agreement to provide the complete training course as elected on the reverse of this form.

### ADMISSION REQUIRMENTS

1. A personal interview with an Admissions Representative or Agent
2. The applicant must be eighteen (18) years of age to drive intrastate or at least twenty-one (21) years old to be employed to drive interstate.
3. All applicants must have a valid driver license in their possession at the time of enrollment.
4. All applicants must submit to the school a copy of their Class A Permit, an acceptable Department of Transportation physical examination, and agree to provide a drug screen. (The approximate cost of physical and drug screen is \$80 which is not included in tuition.)
5. All applicants must remain drug free and agree to random drug testing during training.
6. All applicants must be able to sufficiently read and speak the English language to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records.
7. All applicants must be familiar with the School's cancellation and refund policy and sign any required enrollment forms.
8. All applicants must pay a nonrefundable \$250 registration fee.
9. Agree that the School reserves the right to reject this application if all admission requirements are not met.

### ACCEPTANCE

This enrollment agreement will be sent to the School's Director for review and acceptance or rejection. If rejected the applicant will be notified and a full refund of all monies paid to the school will be made. The enrollment agreement is legally binding when signed by the student and accepted by the institution. *CEC 94911(d)*

### CLASS SCHEDULE

**Weekday classes** normally meet 8 hours per day between 7 a.m. and 6 p.m. Some night classes are scheduled for skills and highway night training exposure.

Schedules are subject to change without notice.

**Evening classes** meet Monday through Friday from 6 p.m. to 12 a.m. and Saturday or Sunday from 7 a.m. to 6 p.m.

**Weekend classes** meet Saturday and Sunday from 7 a.m. to 6 p.m.

### SCHOOL POLICIES

Rules, regulations, and policies of the School including attendance and conduct appear in the *School Catalog*. Failure to abide by the rules, regulations, and policies including payment of tuition may result in student dismissal.

### CREDIT FOR PREVIOUS TRAINING

Applicants will be given consideration for credit for previous experience or training, on an individual basis after an evaluation is made of the applicant's actual work experience in the field, previous training, and driving ability.

For consideration of previous training, the applicant must submit a certificate of completion and course outline from previous training at the time of application.

If the applicant receives credit for a portion of the program, the full tuition will be adjusted accordingly.

NOTE: See the School's catalog for additional information and curriculum descriptions.

### NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at Roadmaster Drivers School is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in Commercial Truck Driver Training is also at the complete discretion of the institution to which you may seek to transfer. If the credits 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 Roadmaster Drivers School to determine if you credits or certificate will transfer.

### WAIVER OF RIGHT TO CONTEST JURISDICTION

Each party waives, to the fullest extent permitted by law, the right to contest jurisdiction of all disputes or litigation relating to training or this agreement and are to be governed by the laws of the State of Florida. Any party bringing a legal action or proceeding against any other party out of or relating to this agreement agrees that any legal action or proceeding will be brought in any court of the State of Florida sitting in Tampa, or the United States District Court for the Middle District of Florida, Tampa Division.

### GRADUATE PLACEMENT

The School maintains a staff that meets with all students while in school and provides continuing service to graduates. **The School's Graduate Services Department may not be able to assist the student in finding a position in the trucking industry: if the student has been convicted of a felony; if the student has been convicted of any offense involving the use of alcohol or drugs; if the student's driving record contains multiple traffic offenses in the prior three (3) years or if the student's driver license has been suspended or revoked for any cause.**

**THIS IS NOT A GUARANTEE OF A JOB OR OFFER OF EMPLOYMENT. NO REPRESENTATIVE IS AUTHORIZED TO GUARANTEE YOU A JOB UPON GRADUATION. The School DOES NOT GUARANTEE EMPLOYMENT.**

### GRADUATION CERTIFICATE

A Certificate of Completion, signed by an official of the School, will be given upon satisfactory completion of training.

### LICENSING AUTHORITY

Roadmaster Drivers School of Fontana, Inc. is a Florida Corporation registered to do business in California.

Roadmaster Drivers School of Fontana, Inc. is a private institution that is approved by the Bureau for Private Postsecondary Education; 2535 Capitol Oaks Drive, Ste 440, Sacramento, CA 95833; 916-431-6959 or Toll Free 888-370-7589.

\_\_\_\_\_ (Student Initials) My initials here indicate I have reviewed and understand this page, 2 of 3, in this binding enrollment agreement.

TERMS OF THIS ENROLLMENT AGREEMENT ARE CONTAINED ON 3 PAGES

CANCELLATION AND REFUNDS

- If an applicant is not accepted by ROADMASTER, all monies paid by the applicant will be refunded.
- If the applicant notifies the school of the desire to cancel the enrollment agreement, in any form, within seven (7) business days of signing the agreement or through the first day of class whichever is later, all monies paid by the applicant will be refunded.
- The effective date of cancellation for calculation for refund purposes will be the earlier of the date of receipt of the notice from the student or the last date of attendance by the student.

REFUND SCHEDULE

Within seven (7) business days or through the first day of class whichever is later	100%
After start of training, but before 60% completion	Pro-rata computed on the number of hours scheduled to the date of cancellation* to the total program hours less the \$250 registration fee and nonrefundable \$3 STRF.
After completion of 60% of the program	NO REFUND – Full tuition due.

\* All refunds will be made within thirty (30) days of receipt of cancellation or termination of training. If you have received federal student financial aid funds, you are entitled to a refund of moneys not paid from federal student financial aid program funds. CEC 94911(d), 94919, 94920.

STUDENT TUITION CHARGES AND STUDENT TUITION RECOVERY FUND DISCLOSURES

TOTAL TUITION OF \$6,495.00 includes a \$250.00 non-refundable REGISTRATION FEE. The \$6,495.00 cost covers school fees, books, supplies, career guidance, and placement assistance. CEC 94911(b) CCR 71800

\*You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. You are a student, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to pay a third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party."

"The state of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered students who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other costs.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act."

Note: Authority cited: Sections 94803, 94877, and 94923 Education Code. Reference: Section 94923, Education Code.

US DOE TITLE IV FUNDING

Roadmaster Drivers School of Fontana, Inc. does not participate in Federal Title IV funding provided through the US Department of Education.

EDUCATIONAL LOANS

Students who obtain loans to pay for educational funding are responsible to pay back all monies borrowed plus interest at the specified interest rate of the lender less any refunds made to the lender by the school on the student's behalf. CEC 94911(f) Students who are eligible for education loans guaranteed by the state or federal government who default on the loans may experience both of the following:

1. The federal or state government or a loan guarantee agency may take action against the student, including applying an income tax refund to which the person is entitled to reduce the balance owed on the loan.
2. 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.

QUESTIONS, CORRESPONDENCE AND COMPLAINT PROCEDURE

"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 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833; [www.bppe.ca.gov](http://www.bppe.ca.gov). Phone: (916)431-6959 or toll free (888)370-7589; Fax (916)263-1897." CEC 94911(j)(2)

All correspondence, inquires and other matters relating to this training should be addressed to: 11300 4<sup>th</sup> Street North, Suite 200 St. Petersburg, FL 33716. Students having questions or concerns regarding training may request an appointment with the School Director. If the student is not satisfied with the outcome, formal complaint procedures are spelled out in the *School Catalog*.

"A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling toll free (888)370-7589 or by completing a complaint form, which can be obtained on the Bureau's Internet Web site: [www.bppe.ca.gov](http://www.bppe.ca.gov)." CEC 94911(j)(2)

**Prior to signing this enrollment agreement**, you must be given a school 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. The institution is required to have you sign and date the information in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passing rates, and salaries or wages prior to signing this agreement. \_\_\_\_\_(Student Initials) **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 included in the School Performance Fact Sheet, and have signed, initialed, and dated the information provided on the School Performance Fact Sheet.**