

LABA COLLEGE
dba: (Los Angeles Coffee College)
429 N Western Avenue Ste. # 4/ 5
Los Angeles, California 90005
Phone: (213) 465-6788 Fax (213) 403-4600

Your payment schedule will be \$_____ each () week or () month, commencing on _____ for _____ Weeks or _____ Months until the balance is paid in full. Student and Co-buyer (if applicable) understand that payments are to be made to the Institute or assignee. If the Agreement be assigned, Student and Co-buyer (if applicable) will be bound by all of its terms and conditions. Payments which are 10 days delinquent may accrue a LATE CHARGE of the lesser of 5%, \$5, or maximum allowed by law. If account is delinquent for over 90 days, the entire amount may become due and payable. Should this agreement be assigned, such a third party is independent of the Institute and any Institute-related questions or problems that arise must be settled between me and the Institute. Students may pay off the balance in advance and receive a partial refund of interest computed by the actuarial method.

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

"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

An enrollment agreement shall be written in language that is easily understood. If English is not the student's primary language, and the student is unable to understand the terms and conditions of the enrollment agreement, the student shall have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in his or her primary language.

If the recruitment to enrollment was conducted in a language other than English, the enrollment agreement, disclosures and statements shall be in that language.

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

The transferability of credits you earn at LABA College is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the (diploma, or certificate) you earn in **THE PROGRAM** (the educational program) is also at the complete discretion of the institution to which you may seek to transfer. If the (credits or 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 LABA College to determine if your (credits or diploma or certificate) will transfer."

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, 1747 N. Market Blvd. Ste 225 Sacramento, CA 95834; P.O. Box 980818, West Sacramento, Ca. 95798-0818 Telephone: (888) 370-7589 (916) 574-8900 (916) 574-8900 or by Fax (916) 263-1897 or www.bppe.ca.gov

Students Signature_____

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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."

Students Signature _____

"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 in the School Performance Fact Sheet .and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact Sheet"

Students Signature _____

"All graduation requirements will be met and I agree to follow these requirements in full to attain my graduation status and diploma, completion certificate rights

"A student or any member of the public may file a complaint about this institution with the 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.

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."

Students Signature _____

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, Suite 225, Sacramento, CA 95834, P.O. Box 980818, West Sacramento, Ca. 95798-0818 Web Site: www.bppe.ca.gov, toll-free telephone number (888) 3707589 or by fax (916) 263-1897. (916) 431-6959 or by Fax (916) 263-1897

Students Signature _____

I have interviewed the applicant and certify that in my judgment the applicant meets the requirements of the College or the course selected. I recommend the applicant for acceptance as a student. I have made no verbal statements or promises which are contrary to the terms of this agreement or State Law. I certify that the institution has met all disclosure requirements.

_____/_____
College Admissions Representative Date

_____/_____
Signature of College Official Date

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"STUDENT'S RIGHT TO CANCEL"

"STUDENT'S RIGHT TO CANCEL," the student has the right to cancel the enrollment agreement and obtain a 100% refund of charges paid through attendance at the first-class session, or the seventh day after enrollment, whichever is later.

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.

The amount owed to the student equals the institutional charge for the instruction divided by the total number of clock hours in the period of attendance multiplied by the number of clock hours the student has not attended prior to withdrawal.

NO REFUND IS DUE to the student once the student has received more than 60% of THE CLOCK HOURS OF INSTRUCTION IN ANY GIVEN PERIOD OF ATTENDANCE

If the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

For purposes of determining a refund - A student must withdraw within 60% of the completion of a period of attendance, to receive a refund based the on pro rata refund policy.

If the 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: (1) 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.

(2) The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid

1. You have the right to cancel this agreement for educational services including any equipment and obtain a 100% refund of charges paid through attendance at the first-class session, or the seventh day after enrollment, whichever is later. Business day means a day on which you were scheduled to attend a class. Cancellation occurs when you give a written notice of cancellation. You can do this by mail, in person, by FAX.. The notice of cancellation, if mailed is effective when deposited in the mail, properly addressed with postage prepaid. This notice need not take any particular form; it needs only to state you wish to cancel the agreement. You will be given two notices of cancellation forms on the first day of class. If you cancel this agreement, the College will refund any money that you paid within 30 days after your notice is received.

2. Students are advised that notification of withdrawal or cancellation must be made in writing.

3. **TO CANCEL THE CONTRACT FOR THIS COLLEGE, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE CANCELLATION NOTICE NOT LATER THAN _____.**

Institute Director
LABA College
429 N. Western Avenue Ste. # 4
Los Angeles, California 90005

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The Office of Student Assistance and Relief is available to support prospective students, current students, or past students of private postsecondary educational institutions in making informed decisions, understanding their rights, and navigating available services and relief options. The office may be reached by calling (888) 370-7589 or by visiting <https://www.osar.bppe.ca.gov/> ."

Withdrawal and Refund

"You may cancel your contract for enrollment and obtain a 100% refund of charges paid through attendance at the first-class session or the seventh day after enrollment, whichever is later as described in the Notice of Cancellation form that will be given to you prior to the first day of class. Read the Notice of Cancellation form for an explanation of your cancellation rights and responsibilities. If you have lost your Notice of Cancellation form, ask the College for a copy.

"After the end of the cancellation period, you also have the right to stop College at any time, and you have the right to receive a refund for the part of the course not taken.

Your refund rights are described in the contract. If you have lost your contract, ask the Institution for a description of the refund policy.

"If the College closes before you graduate, you may be entitled to a refund. Contact the: Bureau for Private Postsecondary Education at the address and telephone number printed below for information:

1747 N. Market Blvd. Ste 225
Sacramento, CA 95834
(916) 574-8900, Fax (916) 263-1897
(888) 370-7589

The College shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed Two Hundred, Fifty dollars (\$250.00), if notice of cancellation is made through attendance at the first class session, or the seventh day after enrollment, whichever is later.

After the 7th day of attending the College and the Institute **has given you books**, you shall return the books within 30 days of the date you signed a cancellation notice.

The amount owed equals the daily charge for the program (total institutional charge, divided by the number of days or hours in the program), multiplied by the number of days student attended, or was scheduled to attend, prior to withdrawal.

If you do not return the books within this 30-day period, the Institute may keep an amount out of what you paid that equals the cost of the books. The amount charged for each book shall not exceed the books fair market value. The institution shall have the burden of proof to establish the books fair market value. The Institute is required to refund any amount over that as provided above, and you may keep the books.

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You have the right to withdraw from a program of instruction at any time. If you withdraw from the course of instruction after the cancellation period as in paragraph 1, the Institute will remit a refund less non-refundable registration fee and non-refundable STRF fee within 30 days following your withdrawal. You are obligated to pay only for educational services rendered and unreturned books.

The refunds shall be the amount you paid for instruction multiplied by fraction, the numerator of which is the number of hours of instruction, which has not been received but for which you have paid, the denominator of which is the total number of hours of instruction from which you have paid.

If you obtain book(s) as specified on the first page of this agreement, and return it in good condition within 30 days following the date of your withdrawal, the College shall refund the amount paid by you for the books. If you fail to return the books in good condition within 30 days, the College may retain the lesser amount of a pro rata portion as described below (up to 60% of course completion) or documented cost of the listed books. You are liable for the amount, if any, by which the pro rata or documented cost of the books exceeds the refund amount. If the amount you have paid is more than the amount that you owe, then a refund will be made within 30 days of your withdrawal.

If the amount that you owe is more than the amount you paid, then you will have to make arrangements to pay the costs..

2 An example would look like this:

The student enrolls in a course total costs \$5,000.00. This is broken down as Reg. Fee-\$100.00, books -\$100.00, tuition -\$4800.00. The course is 256 hrs. in length. You begin classes and are issued your books. The course cost is paid in full. You withdraw after attending 100 hours and do not return books.

The calculation:

\$5,000.00 (tuition) deduct \$100.00 registration fee, deduct \$ 100.00 for books.

This equals \$ 4,800.00 divide by the hours in the program 256 this equals the hourly rate. of \$18.75, multiplied by 100 (actual hrs. attended) equals \$1,875.00.(the amount of tuition owed) to the school owed school).

(Refund Calculation continued)

\$5,000.000 (amount paid school) minus \$1,875.00 (amount owed school) equals \$1,875.00. This is the amount of refund that will be sent to the responsible party.

For the purpose of determining the amount you owe, you shall be deemed to have withdrawn from the course when any of the following occurs:

(a) You notify the College of your withdrawal or the actual date of withdrawal ;after the 7th day cancellation date

(b) College terminates your enrollment;

(c) You fail to attend classes for a three-week period;

You fail to return from a leave of absence. In this case, the date of withdrawal shall be deemed to be the last date of recorded attendance.

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GENERAL TERMS:

1. No applicant shall be rejected from admission to the College the basis of age, race, color, sex, disability or national origin nor be subjected to discrimination of any kind base on the above. For information regarding non-discrimination issues or to resolve complaints, contact the College Director of designee.
2. The Institute does not and cannot guarantee employment nor level of income or wage rate to any student or graduate. However, placement assistance will be provided in the form of referrals to potential employers, resume preparation, training on job seeking skills and interview techniques.

Student's rights and responsibilities with respect to the Student Tuition Recovery Fund.

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

76215. STUDENT TUITION RECOVERY FUND DISCLOSURES

"You must pay the state-imposed fee for the Student Tuition Recovery Fund (STRF) if all of the following apply to you:

- 1) 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 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 repay the 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."
 3. "The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency programs attending certain schools regulated by the Bureau for Private Postsecondary 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:

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IF A STUDENT DOES NOT HAVE A SS# OR TAX PAYER ID, THEIR CLAIM WILL NOT BE PAID.

1. The College closed before the course of instruction was completed.
2. The Colleges 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 College.
3. The College 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 College 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 College 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: Section 94803, 94877 and 94923, Educational Code. Reference: Section 94923, Education Code.**

1. All instructional equipment for the course selected will be furnished by the Institute.
There are, however,
required books and materials that are to be paid by you.
2. The cost of medical or other examinations, if required, is to be paid by the student.
3. Diplomas, certificates signifying satisfactory completion will be issued after the completion of the entire program. Students will be tested/evaluated on classroom (lecture). The student must achieve the cumulative grade point average (GPA) as stated in the catalog in order to graduate and receive the Diploma.
4. The College reserves the right to postpone training in the event of Acts of God, labor disputes, equipment failure, etc. for a maximum of 30 days. Students will be duly notified by phone, e-mail, or letter.
5. All course schedules are subject to change in starting and completion dates. Students will be duly notified. Students will be offered the opportunity to consent`` as provided by law.
6. In cases where such changes would cause an undue hardship, a refund will be offered. The maximum postponement of class is 90 days.
7. The Institute reserves the right to withdraw a scheduled course if the registration is insufficient to make up a class. All student (ALL) charges paid will be refunded.
8. The Institute reserves the right to change or modify the program content, equipment, staff, or materials and organization as necessary. Such changes may be required to keep pace with technological advances and to improve teaching any program or result in tuition changes for current attending students.
9. The Institute reserves the right to reject an applicant from admission not meeting the requirements for the course selected. The student's enrollment may be terminated at the discretion of the College Director if the student's academic progress, behavior, absences, lateness, dress, etc. does not conform to the attendance requirements, rules and regulations of the College, as stated in the catalog; in which event, the extent of the student's tuition obligation will be in accordance with the College's refund policy.
10. This Agreement constitutes the complete contract between the College and the student, and no verbal statements or promises will be recognized.

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NOTICE OF CANCELLATION

_____/_____/_____
FIRST DAY OF CLASS

"YOU MAY CANCEL YOUR CONTRACT FOR ENROLLMENT AGREEMENT AND OBTAIN A 100% REFUND OF CHARGES PAID THROUGH ATTENDANCE AT THE FIRST-CLASS SESSION OR THE SEVENTH DAY AFTER ENROLLMENT, WHICHEVER IS LATER AS DESCRIBED IN THE NOTICE OF CANCELLATION FORM THAT YOU MAY CANCEL YOUR CONTRACT FOR ENROLLMENT AND OBTAIN A REFUND OF CHARGES PAID.

TO CANCEL THE CONTRACT FOR COLLEGE, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE OR SEND A TELEGRAM TO:

LABA COLLEGE
429 N. Western Avenue Ste. # 4
LOS ANGELES, California 90005

NOT LATER THAN _____MIDNIGHT OF ATTENDANCE AT THE FIRST-CLASS SESSION OR THE SEVENTH DAY AFTER ENROLLMENT, WHICHEVER IS LATER.

I CANCEL CONTRACT FOR COLLEGE, _____
DATE

STUDENT SIGNATURE
(SIGNATURE IN THIS AREA REPRESENTS CANCELLATION OF CONTRACT)

IF YOU HAVE ANY COMPLAINTS, QUESTIONS, OR PROBLEMS WHICH YOU CANNOT WORK OUT WITH THE COLLEGE, WRITE OR CALL:

BUREAU FOR PRIVATE POSTSECONDARY VOCATIONAL EDUCATION
1747 N. Market Blvd. STE.225
SACRAMENTO, CALIFORNIA 95834
916-574-8900 FAX (916) 263-1897

I, _____ BY SIGNING ON THE LINE BELOW, I AM ONLY STATING MY UNDERSTANDING OF THE CONTENTS IN THIS FORM NOT CANCELLING MY ENROLLMENT CONTRACT.

STUDENT SIGNATURE

DATE