

Harvest English Institute - Newark Campus (Referred as "Institute")

I, _____ (referred to herein as "Student", "I" or "me" as applicable, hereby understand and agree that:

Course admission: The Student is officially enrolled only when: (1) the Student's name is placed on a class roster, (2) the Student has satisfied all documentation requirements, and necessary governmental approvals, and

(3) the Student has made all required payments for courses for which the Student has enrolled. There are no further notifications regarding the course start date unless any changes of course scheduling occur. Classes will be held as long as there is a minimum of five paying students. Conversely, if the class does not have five paying Students, the Institute will present options to the Student to change classes with the same or approximate time and level. If the Institute is unable to do that, a lower level class may be offered, or the Student may be given the option to transfer to another institute. The Student's enrollment ends at the time when the Student's course(s) are completed, and Student has passed the last level offered by the Institute. The Student, in sole discretion, may transfer or end his/her studies. The Student will not be allowed to continue taking lower levels classes solely for the sake of remaining in the program.

Tuition payment and late fees: Tuition payments are pre-determined as follows: F1 Students: tuition is based on Student's I-20 form start and end dates and the number of weeks chosen by the student, recreational Students tuition is based on Student's start and end dates and paid monthly. Registration and materials fees, such as textbooks, are non-refundable. Tuition is collected on the payment due date. If the Institute has granted the Student flexibility regarding monthly payments, such monthly payments must be paid as scheduled. Should the Student withdraw from a course, regardless of the reason, the Student is responsible for any unpaid balance, which must be paid before the Student leaves the Institute. The Institute allows a 5 (Five) day grace period starting on the tuition payment due date. If the Student fails to pay after the grace period, there will be a late fee of U\$15.00 (Fifteen) dollars, and an administrative charge of \$1.00 (One) dollar per day until tuition is paid in full. The Student will be charged a fee for returned checks, regardless of the reason, in the maximum amount allowed by law. Also, the Student will not be admitted to class until all past due amounts are paid, and his/her status is settled. Tuition, materials and other fees are set by the Institute and are subject to change from time to time without notice.

Deferred Payment Plan: Applicable to all students on an F-1 status

The Institute offers a payment plan to assist Students in financing their education.

The Out-of-Country Students (F-1) must enroll for **more** than 16 weeks to qualify for this program and must make a down payment of at least 12 weeks of Total Program Tuition before starting classes. The Balance is divided into equal installments and must be paid on the first day of every month. The last payment is due and must be paid a month before the expiration date on the Student's I-20 form.

If the Student starts classes and has prepaid tuition, he/she will be automatically enrolled in the Deferred Payment Plan. The remaining balance is then divided into equal installments and must be paid on the first day of every month. The last payment is due and must be paid a month before the expiration date on the Student's I-20 form.

Delinquent accounts: All account balances not paid in full when due, are the sole responsibility of the Student. Delinquent Accounts with past due balances not resolved promptly may result in collection actions. The Student is responsible for all costs incurred by the Institute to collect such debt. This may include but is not limited to late fees, interest, administrative costs including, but

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not limited to attorney, court, and legal fees.

Hold Status: In addition, all Delinquent Accounts will be placed in an administrative HOLD status. When an account is in HOLD status, the Student will be marked absent and any certificate, reference letters, and transcript requests will not be processed until the past due balance is paid in full. A HOLD status can only be removed by paying past due amounts owed to the institute.

Materials: The Student is responsible for purchasing all necessary textbooks and bringing them to every class. The Student may be denied admission into classes without the appropriate materials. When admitted, Student will be marked absent until the materials are purchased and brought to class. The Student must purchase subsequent editions of textbooks every time there is a change in level or a term which requires revised editions.

Academic and holiday calendars: The Student understands that there is an Academic Calendar for the current year and that the Student must plan his/her schedule before joining the program. Any tests missed or losses incurred due to time mismanagement are the Student's responsibility. There is a \$25.00 (Twenty-Five Dollar) fee for make-up tests for each missed test. It is the Student's responsibility to read and understand the Institute's academic and holiday calendars. There will be no tuition discounts for observed holidays and breaks. Summer and Winter breaks are pre-planned into the curriculum and will not interfere with Student's academic progress. Whenever possible, the Institute continues to function during inclement weather. Regularly scheduled classes meet to the extent that the Students and Faculty can safely travel to the Institute and attend classes. Individuals should use good judgment and avoid serious risks in traveling to the Institute. If hazardous weather is forecast, the Institute reserves the right to cancel or delay classes. In that case, the Students should check with the Institute using one of these methods: [1] Visit the Institute website at www.harvest.net for closure announcements. [2] Call the Institute to verify if classes have been canceled. Please pay careful attention for any possible closure announcements. The institute reserves the right to cancel up to 5 (Five) days of classes due to increment weather or emergencies beyond the institute's ability to remediate.

Image rights release: The Student hereby grants the Institute and its affiliates, subsidiaries, associated companies and licensees, a limited license to photograph, record and videotape the Student's image while attending the Institute or activities conducted or sponsored by the Institute. The Student understands and agrees that the Institute will own the recorded images in which the Student appears and have the unrestricted right to use and publish such images in any Institute sales literature, on the Institute's web site, social media vehicles, and in any other Institute marketing materials at no additional consideration. The Student further understands and agrees that this grant of license is intended to be worldwide in scope and to apply to all media - now existing or hereafter developed. The Student may at any time revoke this license by writing the Institute requesting an image rights termination, which shall be effective for future recordings.

Code of conduct: The Institute has a **zero-tolerance** policy for the following:

Use of other languages at the Institute. The Institute implements and enforces an "English Only" policy; [2] All forms of Bias and Discrimination, including but not limited to race, color, creed, ethnicity, gender, disability, national origin, sexual preference, and religion - whether demonstrated through verbal and written communications, physical acts or otherwise; [3] All forms of Sexual harassment including hostile environment and "quid pro quo" harassment (forcing an individual to perform sexual favors in return for something); [4] Violations of local, state, and federal law on the Institute premises in a way that affects the Institute community's pursuit of its proper educational objectives. Such violations include but are not limited to, the use of alcoholic beverages and controlled dangerous substances on the Institute premises; [5] All types of dishonesty including cheating, plagiarism, and knowingly furnishing false information to the institution, and forgery, alteration or use of the Institute documents for identification with the intent to defraud; [6] Intentional disruption of teaching, research, administration, disciplinary proceedings, public meetings, and programs, or other Institute activities; [7] Physical, verbal or threatening abuse or

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bullying of any Student, Faculty, Administrator, or any person on the Institute premises or any person at any function sponsored or supervised by the Institute; [8] Theft of or damage to the Institute property and premises, or theft or damage to the property of any Student, Faculty, Administrator or person in the Institute premises; [9] The possession of weapons in the Institute property. No weapons of any kind (including but not limited to knives, guns, throwing stars, toy knives, toy guns, etc.) or anything that looks like a weapon is permitted in the Institute; [10] Insubordination or failure to comply with the directions of Institute officials acting under their official capacities; [11] Food or beverages in the classrooms. We allow students to bring snacks and non-alcoholic beverages into the classroom but maintain a rule that the student is responsible for cleaning after themselves after consuming such items; [12] Use of Mobile telephones during classes; [13] Inappropriate dress, such as torn clothing, clothing with offensive language or obscenities, or going shirtless or shoeless while in the premises. Respectable attire expected. In such cases, the Institute reserves the right to send the Student home to change clothing; and [14] Any unlawful acts may be reported to the appropriate authorities.

Student handbook: The Student understands that s(he) must read the Student Handbook that can be found at [School Catalog](#) and abide by all policies and procedures in effect.

Vacation: The Student's tuition payment is **not** waived during vacation.

Withdrawal procedure: A written notice must be filed with the institute 30 (Thirty) days prior to the students' intention to withdraw permanently. Student will be charged for 30 (Thirty) days of tuition from the date of the written notice. Payment is due at the time of the notice.

Liability: The Institute will not be liable in any way to the Student in the event of any service contracted to be supplied by the Institute becoming impossible to supply by reason of any situation, condition, action or other cause outside the control of the Institute. Without limitation, the Institute, its parents, subsidiaries, affiliates, employees, contractors, officers, directors, or agents are not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, or in any heating, plumbing, electrical or structural problem therein, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of the Institute. The Student assumes all such risks as well as any risks with regard to independently engaged activities.

The Institute reserves the right to change or cancel the program or any aspect of the program at any time. The Institute reserves the right to decline acceptance or retain any Student on the program if that person's presence is felt by the Institute to be detrimental to the enjoyment of the program by others, is dangerous to the Student or others, or for failure to abide by the Institute policies, code of ethics, requirements or regulations. Students who have been removed from the Institute program under the preceding sentence waive the right to a refund of any part of the fee. The Institute may also dismiss Student at the Student's own expense. The Institute makes every effort to ensure the accuracy of its publications, but it is not responsible for typographical or printing errors, including, but not limited to pricing information. Payment of the required fee/deposit constitutes consent to all provisions of these Enrollment Conditions, the Institute Policies and to the general information contained herein and in the catalog. No warranties, representations, or waiver of these Enrollment Conditions apply to any program unless expressly stated within these Enrollment Conditions (or in writing signed by an officer of the Institute).

Refund Policy

Clause I: There is **no refund or credit** if the Student starts classes and pays in full but violates the Institute policies and/or code of conduct. Also, there is **no refund or credit** if the Student is dismissed/expelled or the Student has his/her immigration status revoked or terminated by USCIS.

Clause II - Temporary absence, or late arrivals: There is **no refund or credit** if the Student takes a Temporary Absence or arrives at a later date than first expected to begin classes. The exception is only for late arrivals when the student advises the school within 30 days of their intent to change the start date. Periods of absence may not be made up with a non-paid extension of the course. The Institute will consider, at its sole discretion, a partial credit/refund in cases where there is compelling evidence of exceptional and extenuating circumstances. In cases when the student travel abroad doesn't exceed 30 days there will be no credit. If their travel exceeds 30 days with a written intention to return a credit for the time exceeding 30 days will be generated as a discount in equal amounts and spread in the remaining future tuition payments.

Student Choice: 1. When the student is not sure they will return within 30 days, they can choose to pause the course and receive credit for the unused portion of their tuition for future use 2. When the student is not sure they will return within 30 days a refund according to the refund policy will apply.

Clause III - Vacation: There is **no refund or credit** for vacation.

Clause IV - If the Student doesn't start classes and cancels course of study:

For Out-of-Country (F-1) and Change of Status students before Visa approved:

Cancellation, regardless of the reason, will incur a processing fee of \$200.00 (Two Hundred Dollars) after pre-paid tuition refund is calculated.

For Out-of-Country (F-1) and Change of Status students whose visa or status is denied by authorities:

In order to receive a tuition refund, the Student needs to produce evidence that their visa or change of status was denied. Otherwise, a \$200.00 (Two Hundred Dollar) fee will be charged after pre-paid tuition refund is calculated.

Applicable to all students:

If the Student, after approval subsequently cancels or transfers to another approved institution prior to the start of scheduled classes, or never attends classes, an amount equal to four (4) weeks or a month depending on the length of payment sequence agreed of the total program tuition, plus all non-refundable fees shall be retained by the Institute. If the Student has prepaid more than four (4) weeks or a month, the non-refundable amount shall be equal to 4 (Four) weeks or a month depending on the length of payment sequence agreed at registration, all non-refundable fees, and please refer to the below for refunds after your start date has passed.

Clause V - For part-time attendance student

The school will retain the registration fee. If the student starts then cancels please follow the below policy for refunds of unused tuition:

1. 90% of the tuition if withdrawal occurs in the first 25 hours of scheduled attendance;
2. 80% of the tuition, if withdrawal occurs between 26 and 75 hours of scheduled attendance
3. Calculated on the same basis as for full-time attendance starting on clause VI-4 after 75 hours of scheduled attendance;

Clause VI - If the Student starts classes:

If the Student prepays more than four (4) weeks or a month depending on the length of payment sequence agreed or pays in full and exits the program early, **regardless of the reason**, a refund will be calculated in the below fashion:

1. If withdrawal occurs in the first week the Institute will retain **10%** of prepaid tuition.
2. If withdrawal occurs in the second or third week the Institute will retain **20%** of prepaid tuition.
3. If withdrawal occurs after the third week, but before 25% of the course completion length the Institute will retain **45%** of prepaid tuition.
4. If withdrawal occurs after 25% of the course length completed, but before 50% is completed the Institute will retain **75%** of the prepaid tuition.
5. If withdrawal occurs after 50% of the course length completed **no refund** shall be made

GENERAL: Applies to all types of refunds

- All cancellations and terminations must be made in writing through the Student Portal (Requests).
- In all cases, the Registration fee, Express Mail fee, Material fee, and I-901 Service fee are non-refundable.
- The Student must provide full documentation at the time of the request to be eligible to receive the refund. Refunds will be made in the form of a check or bank wire transfer.
- All applicable fees to re-issue I-20, postal services, and possible SEVIS fee requirements are the sole responsibility of the student.
- All absences that exceed 12 months will incur a new registration fee of \$100.00.
- All refunds are processed within 10 business days after withdrawal day of class as indicated in the cancellation/termination notice filed by the student.
- In all cases when a refund is bounced back to the institute the fees incurred will be deducted from the refund

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTAND THE ENROLLMENT TERMS AND CONDITIONS, POLICIES, AND THE REFUND POLICY.

It goes into effect once it is dated and signed by me. It is automatically renewed if studies are extended or until I complete the last level offered by the Institute or I officially withdraw in writing from the program. I acknowledge that I have received and will always comply with the policies and code of conduct of the Institute.

I, the undersigned Student, hereby understand and agree that I have entered into a legally binding contract with Harvest English Institute (the Institute) for language education services. My contract is for a set period at a set amount – and should I later decide to make changes to my educational goals I understand and agree that it does not excuse me from honoring my contractual obligations to Harvest English Institute or entitle me to any refund/credit.

Student/Guardian Signature

Date