



TOM ROSE SCHOOL LLC.
TRAINING CANINE PROFESSIONALS SINCE 1979

6701 Antire Rd. High Ridge, MO 63049
1-888-TOM-ROSE www.TomRose.com

CONTRACT / ENROLLMENT AGREEMENT

All Programs

January 7th 2022

The Tom Rose School, LLC (TRS) is a private proprietary career school.

MAIN CAMPUS

The Tom Rose School, LLC
6701 Antire Rd.
High Ridge, Missouri 63049
(636) 376-4273

EXTENSION SITE

The TRS Ranch
9550 Highway NN
Cedar Hill, MO 63016

BINDING ARBITRATION

MEDIATION AND ARBITRATION In respect to any controversy or claim that may arise out of or relate to this **CONTRACT** in any manner, including but not limited to a breach of this **CONTRACT**, the parties initially shall submit such controversy or claim to mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. Any controversy or claim not resolved following mediation conducted in conformity with this Section shall be settled by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. Following entry of an award by the Arbitrator, a party seeking to enforce the award may have the judgment entered in any court having jurisdiction over the other party. If **YOU** intend to exercise your right to seek arbitration, **YOU** must give us notice of **YOUR** intent to seek arbitration by delivering a written statement of the controversy or claim to **US** at: **6701 Antire Rd., High Ridge, MO. 63049**

We require a \$950 tuition deposit along with signed copies of our enrollment agreement to secure your spot in this class. This \$950 is deducted from your tuition and is subject to the following: You may cancel your enrollment agreement with a refund of all money paid for a period of no more than three days of the date of your signed agreements, exclusive of Saturday, Sunday, and nationally observed holidays. After this initial three-day period, the Tuition deposit of \$950 is non-refundable. If mitigating circumstances prevent attendance of the selected date of enrollment, we may postpone attendance this once, until the next available starting date.

Initial Here: _____

The first week begins the first day of class and is week number one. Each consecutive week of the program begins at 12:01 a.m. **Sunday** morning, regardless of the attendance of an individual student. (For instance, if a student misses the entire third week and returns the following week, it is still counted as week number four). Depending on when holidays fall, classes may be cancelled for more than one day. This is to allow those students who wish to go home for the holidays the opportunity to do so. All training facilities will be open and available to students who do not wish to leave for the holidays.

To withdraw, a student **must** submit a written withdrawal form to the admissions office who will execute (sign and date) the form. (a withdrawal form is included in this binder.) Any applicable refund of tuition is computed as of the date of execution of the withdrawal form (not necessarily the date written by the student on the withdrawal form). All outstanding balances owed by the student (such as rent, utilities, damages, merchandise) are deducted from the refund.

REFUND POLICY

The Tom Rose School, LLC employs Tom Rose and other qualified professional trainers. Tom Rose makes all final decisions. Should the Tom Rose School cease to do business during the first fifty percent (50%) of the term of any referenced Tom Rose School program, the school will refund any and all students so requesting all training program tuition paid to The Tom Rose School, LLC. The refund in total shall be considered total liquidated damages because of the termination of the program. Individual student expenses or losses shall not be considered a part of the liquidated damages. The students understand and accept the liquidated damages in lieu of actual damages of all kinds. The Tom Rose School, LLC shall have the sole discretion in declaring a program terminated, and therefore imposing the liquidated damages provisions.

The Tom Rose School, L.L.C. deducts the following percentages at the beginning of each week:

- \$13,475 tuition after discount (\$14,900 full price prior to discount with participation in the Management Program) for the 15-week, **Professional Dog Trainer Program**, TRS deducts 12.5% of student's tuition at the beginning of each week of class. TRS will not give any refunds after the start of the eighth week of class in the professional program. Each week ends Saturday at Midnight and the next week begins Sunday at 12:01 AM, regardless of student attendance. Student withdrawal must be in writing and is recorded on the date of receipt, not on the date of the document.

- \$6990 tuition after discount (\$7,600 full price prior to discount with participation in the Management Program) for the 8-week **Master Dog Trainer Program**, we deduct 25% of the tuition at the beginning of each week of class. No refunds are given after the start of the sixth week of the course. Each week ends Saturday at Midnight and the next week begins Sunday at 12:01 AM, regardless of student attendance. Student withdrawal must be in writing and is recorded on the date of receipt, not on the date of the document.

- \$17,950 tuition after Management Program Discount (*Full tuition is \$19,375 without participation in the Management Program (discounted \$1425 with participation)*) for the 23-week **Ultimate Dog Trainer Program**, we deduct 8.7% of the tuition at the beginning of each week of class. No refunds are given after the start of the thirteenth week of the course.

Each week ends Saturday at Midnight and the next week begins Sunday at 12:01 AM, regardless of student attendance. Student withdrawal must be in writing and is recorded on the date of receipt, not on the date of the document. You can not convert the Ultimate program to Professional or Masters.

— \$6990 tuition after discount (\$7,600 full price prior to discount with participation in the Management Program) for the 50-week **Rose Scholar Program**, we deduct 4.35% of the tuition at the beginning of each week of class. No refunds are given after the start of the twenty-sixth week of the class. Each week ends Saturday at Midnight and the next week begins Sunday at 12:01 AM, regardless of student attendance. Student withdrawal must be in writing and is recorded on the date of receipt, not on the date of the document.

— \$17,950 tuition after Management Program Discount (*Full tuition is \$19,375 without participation in the Management Program (discounted \$1425 with participation)*) for the 23-week **Service Dog Trainer Program**, we deduct 8.7% of the tuition at the beginning of each week of class. No refunds are given after the start of the thirteenth week of the course. Each week ends Saturday at Midnight and the next week begins Sunday at 12:01 AM, regardless of student attendance. Student withdrawal must be in writing and is recorded on the date of receipt, not on the date of the document.

Refund Policy for Veterans or Eligible Persons

A refund of the unused portion of tuition, fees, and other charges will be made to The Department of Veterans Affairs if the veteran student fails to enter or fails to complete the course as required by The Department of Veterans Affairs Regulations, CFR 21.4255. The refund will be within 10 percent of an exact pro rata refund. No more than \$10 of the established registration fee will be retained if a veteran or eligible person fails to enter the course. The Tom Rose School, LLC complies with the Veterans and Transactions Act of 2013. See footnote at the end of our Catalog.

Prompt Refund: The refunded amount shall be paid within 40 days.

LIQUIDATED DAMAGES - The Tom Rose School employs Tom Rose and other qualified professional trainers. Tom Rose makes all final decisions. The Tom Rose School reserves the right to terminate any training program, even if it is currently underway. The most common reason for termination is under-attendance, but the Tom Rose school reserves the right to terminate a training program for any reason as determined at the school's sole discretion. If a training program is terminated, the Tom Rose School will refund the tuition of any student requesting same, on a pro rata basis. The pro rata refund shall be considered the liquidated damages to the student. Individual expenses or losses of the student shall not be considered as part of the student's damages. The student understands and accepts the liquidated damages in lieu of any actual damages of any kind and this liquidated damage provision is considered an integral part of the contract in determining the tuition fees.

Full tuition is due prior to first day of class, unless other arrangements have been made with the financing office. If you are paying by check, you must pay at least 14 days before you start classes. If you pay 60 days before you start classes, TRS offers a 5% discount on tuition. Once you have started classes, our tuition refund policy applies.

Enrollment Contract:

I _____ am enrolling in the _____ Program that begins on _____ and continues or _____ weeks. After beginning class, I understand that I cannot switch from the Professional program to the Ultimate program, I also cannot switch from the Ultimate program to the Professional program. I understand the tuition (cost of the program) is \$_____ and that payment is due in full prior to starting class.

Further I plan to rent, or not rent, a dormitory space from Tom Rose School, LLC for a monthly fee of \$_____, plus all utilities estimated of \$_____ monthly or less. I understand I may purchase supplies of my choice totaling up to \$_____ or less.

I am, am not, using VA benefits. If I am using VA benefits, I realize the VA may not cover all my expenses.

The above enrollment contract contains a **binding arbitration provision**, which may be enforced by the parties.

We the undersigned have read and understand the terms of all of the above and agree to be bound by them.

Student _____ **Date** _____

Agent of The Tom Rose School, LLC _____ Date _____

Initial Here: _____