

Enrollment Agreement for MD Kirk School of Law

Agreement between MD KIRK SCHOOL OF LAW, and

Printed Name of Student _____ Student's Telephone Number _____

Address of Student _____ City _____ State _____ Zip Code _____

NOTICES:

1. This agreement is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy including examples of how it applies (see below) and; (b) a catalog including a description of the course of instruction which is likely to affect your decision to enroll. You are being given a copy of this agreement to retain.

2. ANY QUESTIONS OR PROBLEMS CONCERNING THIS SCHOOL WHICH HAVE NOT BEEN SATISFACTORILY ANSWERED OR RESOLVED BY THE SCHOOL SHOULD BE DIRECTED TO THE STATE BAR OF CALIFORNIA: 1149 SOUTH HILL STREET, LOS ANGELES, CALIFORNIA 90015-2299.

3. BUYER'S RIGHT TO CANCEL. The student has a right to a full refund of all charges less the amount of \$100.00 for the enrollment and \$50.00 registration fees if he/she cancels this agreement prior to midnight of the eighth business day after the initial coursework is mailed to the student by the school. In addition, the student may withdraw from a course after instruction has started and receive a pro rata refund for the unused portion of the tuition and other refundable charges if the student has completed 60% or less of the instruction. For example, if the student completes only 30 hours of a 120-hour course and paid \$400.00 tuition, the student would receive a refund of \$300.00.

The school will also refund money collected for sending to a third party on the student's behalf such as license or application fees. If the school cancels or discontinues a course or educational program, the school will make a full refund of all charges. Refunds will be paid within 30 days of cancellation or withdrawal.

4. For any student to whom credit has been extended for tuition or fees:

NOTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT 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 HEREUNDER.

AGREEMENT:

I acknowledge receipt of, and I have read, the School's catalog and disclosure statement. I, including but not limited to the following, understand that:

The method of instruction at this law school for the Juris Doctor (J.D.) degree program is principally by correspondence.

Students enrolled in the J.D. degree program at this law school who successfully complete the first year of law study must pass the First-Year Law Students' Examination required by Business and Professions Code § 6060(h) and Rule VIII of the *Rules Regulating Admission to Practice Law in California* as part of the requirements to qualify to take the California Bar Examination. A student who passes the First-Year Law Students' Examination within three (3) administrations of the examination after first becoming eligible to take it will receive credit for all legal studies completed to the time the examination is passed.

A student who does not pass the examination within three (3) administrations of the examination after first becoming eligible to take it must be promptly disqualified from the law school's J.D. program. If the dismissed student subsequently passes the examination, the student is eligible for re-enrollment in this law school's J.D. degree program, but will receive credit for only one year of legal study.

Study at, or graduation from, this law school may not qualify a student to take the bar examination or to satisfy the requirements for admission to practice in jurisdictions other than California. A student intending to seek admission to practice law in a jurisdiction other than California should contact the admitting authority in that jurisdiction for information regarding to the legal education requirements in that jurisdiction for admission to the practice of law.

The school offers virtual classrooms since this is a correspondence law school program registered with the State Bar of California. The School's Bar Law Study Program (For those who wish to eventually practice law) is regulated by the California State Bar.

The Bar Study Program is not self-paced. It requires approximately 1,000 study hours per year to be completed during the period of not less than 48 weeks nor more than 52 weeks as required by California State Bar Regulations. It is the student's responsibility (and not the School's) to be sure that proper eligibility arrangements and registration to begin the Study of Law have been accomplished with the Bar of the State of California, or the Bar of any other jurisdiction (if applicable).

My graduation from the School's program is subject to the School's final receipt of Certified College Transcripts showing my college achievements to be as represented on my application for enrollment.

I may not assign the benefits of this contract to anyone else.

This contract shall be governed by the laws of the State of California.

Any tuition not submitted with this contract shall be the subject of an Installment Contract Addendum which is attached and incorporated here by reference.

I have the option to cancel this contract, and receive a full refund of all charges, less the amount of \$100.00 for the application fee and \$50.00 for the registration fee, during its initial term up to midnight of the eighth (8th) day after the mailing to me of my initial coursework by the school.

In addition, I may withdraw from a course after instruction has started and receive a pro rata refund for the unused portion of the tuition and other refundable charges if I have completed 60% or less of the instruction. For example, if I complete only 30 hours of a 120-hour course and paid \$400.00 tuition, I would receive a refund of \$300.00.

Notice of the cancellation in letter or any other written form must be sent by registered mail to:

Nick Byrd
Registrar
MD Kirk School of Law
2014 Tondolea Lane
La Canada, CA 91011

Later Cancellations and refunds, if any, shall be handled as specified in the school's catalog and pursuant to applicable California statutes.

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 by the debtor shall not exceed amounts paid by the debtor.

Termination of enrollment will occur if the student has not completed a part of the Law Study (J.D.) course within 2 years. Requests for extensions of enrollment beyond that time limit should be directed to the Dean of the School and will be considered for approval on a case by case basis.

Student is responsible for paying the State of California an assessment amount for the Student Tuition Recovery Fund (California Educational Code 94810(a)(11) and 94945). Note that students that receive tuition from a third party payer are not eligible for recovery from the Student Tuition Recovery Fund and therefore the student, nor MD Kirk School of Law, is required to pay into the fund.

This agreement is for Part of the Law Study Program.

Start Date: _____ Scheduled Completion Date: _____

I hereby agree to pay tuition in the sum of \$5,000.00 for First, Second, Third and Fourth years of the Law Study Program taken through MD Kirk School of Law. In addition I agree to pay all non-refundable fees pertaining to enrollment (\$100.00), registration (\$50.00) and instructional materials (approximately \$1,200 per year depending on course load) in exchange for the School's efforts in providing said program to me.

I acknowledge that I have received a filled-in copy of this agreement and of each other document also signed by me. 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.

Student Signature Date

I approve and accept this enrollment contract on behalf of MD Kirk School of Law.

Administrator Signature Date