



# Vitality University

2497-2499 Industrial Pkwy West, Hayward,  
CA 94545 / (650) 350-1863  
www.vitalityuniversity.net

## ENROLLMENT AGREEMENT

*Professional Doctor of Acupuncture with a Chinese Herbal Medicine Specialization (DAc [CHMS])*

|   |               |                    |
|---|---------------|--------------------|
| <b>PLEASE PRINT OR TYPE</b>   | → New Student | → Re-Entry Student |
| Applicant Legal Name _____  |               |                    |
| (First)   | (Middle)      | (Last)             |
| Social Security # _____ - _____ - _____ Date of Birth _____ - _____ - _____ Driver's License / ID No. _____ |               |                    |
| Home Telephone: (_____) _____ - _____ Work: (_____) _____ - _____ Cell: (_____) _____ - _____               |               |                    |
| Address _____ City _____ State _____ Zip _____  |               |                    |
| E-Mail _____ Fax No. _____  |               |                    |

**EDUCATIONAL SERVICE**  
Program: DAc [CHMS]

Total number of credits / clinic hours \_\_\_\_\_ / \_\_\_\_\_

Enrollment Agreement Period: \_\_\_\_\_ Start Date \_\_\_\_\_ Scheduled Completion Date \_\_\_\_\_  
(mm/dd/yy-mm/dd/yy)

**ITEMIZATION & TOTAL TUITION FEES**

| PROGRAM NAME | Total Units             | Tuition Per Trimester Credit (1 credit = 15 contact hours) | Registration Fee    | Total Program Tuition | Estimated Cost of Books & Materials | Total Program Charges |
|--------------|-------------------------|--|---------------------|-----------------------|-------------------------------------|-----------------------|
| DAc [CHMS]   | 197 units / 3,505 hours | \$255.00   | \$50 (per semester) | \$57,405              | \$2,000                             | \$62,405              |

|   |                                   |                |
|---|-----------------------------------|----------------|
| Application for Admission Fee (domestic student)                                | \$ 150.00                         | Non-Refundable |
| Tuition   | \$ 57,405                         |                |
| Registration Fee (per semester)   | \$ 50.00                          | Non-Refundable |
| Clinical Training   | \$15.00 per clinical hour         |                |
| Late tuition fee (charged monthly on accounts past due 15 days or more)         | \$ 25.00+ 1% of balance due/month |                |
| Lab/Clinic supplies and/or Kits   | \$ 250.00                         |                |
| Clinic Uniforms   | \$ 100.00                         |                |
| Late Course Add/Drop Fee (Per Course) (after the first 7 days of the trimester) | \$ 25.00                          | Non-Refundable |
| Late Registration Fee   | \$ 25.00                          | Non-Refundable |
| Returned Check Fee  | \$ 25.00                          | Non-Refundable |
| Student I.D. Card remake  | \$ 5.00/per remake                |                |
| Transcript Fee  | \$ 10.00                          |                |
| Graduation Examination  | \$ 100.00                         |                |
| Comprehensive Examination   | \$ 100.00                         |                |

|   |   |                |
|---|---|----------------|
| Tutoring  | No Charge                                   |                |
| Transfer Credit Fee (per course)  | \$ 50.00                                    |                |
| Transfer Credit Evaluation Fee (per course, not to exceed \$500 in total) | \$ 25.00                                    |                |
| Dissertation Defense  | \$ 300.00                                   |                |
| Graduation Fee (Including Diploma, Official Transcript and Commencement)  | \$ 300.00                                   |                |
| Student Tuition Recovery Fund Fee   | \$0.5 per thousand                          | Non-Refundable |
| In-Resident Housing (Not available)                                       | N/A   |                |
| Textbooks, or Other Learning Media;                                       | \$2,000                                     |                |
| Library Fee   | \$50 (first year), \$10 (renewal each year) |                |
| Malpractice Insurance for internship                                      | \$150.00                                    |                |

**TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:** \$ \_\_\_\_\_

**ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:** \$ \_\_\_\_\_

**THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT:** \$ \_\_\_\_\_

**\*YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.**

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT, A COPY OF THE SCHOOL CATALOG AND SCHOOL PERFORMANCE FACT SHEET. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

**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.**

\_\_\_\_\_  
Signature of Student Date

\_\_\_\_\_  
Signature and Title of School Official Accepting Enrollment Date

Consumer Loan Agreements: Vitality University does not loan students funds to attend school. Students may voluntarily choose a Third Party Private Lending Institution to receive a loan to pay for the cost of A.C.B.S. programs. The third party lender is responsible to provide all disclosures to students according to the Truth in Lending Act of Title 15 of the United States Code.

**REFUND POLICY**

**STUDENT'S RIGHT TO CANCEL**

You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first class session or the seventh calendar day after enrollment, whichever is later. The amount retained by the school will not exceed the \$50 (fifty dollars) registration fee. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: \_\_\_\_\_  
Date

Cancellation may occur when the student provides a written notice of cancellation at the following address: Vitality University, 2499 Industrial PKWY West, Hayward, CA 94545. This can be done by mail or by hand delivery.

3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.

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4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
5. If the Enrollment Agreement is cancelled the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$250.00, within 45 days after the notice of cancellation is received.

**WITHDRAWAL FROM THE PROGRAM**

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later. The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. If a Cancellation is submitted prior to the end of business hours of the day before the first week of the trimester in which the student is enrolled, a full refund of tuition, fees (other than non-refundable fees) shall be granted to the student. Students who submit a cancellation of registration after the 1st week of trimester are not eligible to receive refund of any fees, but are eligible for partial refunds of tuition up to sixty percent (60%) of the course of instruction calculated based on the date of the VU Front Office receives the completed withdrawal notice from the student as follows:

**Student Charges:**

|           |                         |
|-----------|-------------------------|
| 1st Week: | No Charge, 100% Refund  |
| 2nd Week: | 10% Charged, 90% Refund |
| 3rd Week: | 20% Charged, 80% Refund |
| 4th Week: | 30% Charged, 70% Refund |
| 5th Week: | 40% Charged, 60% Refund |
| 6th Week: | 50% Charged, 50% Refund |
| 7th Week: | No Refund               |

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student. 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.

**UNDERSTANDINGS**

**INITIAL**

**Catalog:** Information about Vitality University is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. Vitality University reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in Vitality University, the student agrees to abide by the terms stated in the catalog and all school policies.

All instruction takes place at 2499 Industrial PKWY West, Hayward, CA 94545.

I understand that I will be awarded a Professional Doctor of Acupuncture with a Chinese Herbal Medicine Specialization when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations.

**NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at Vitality University is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree or certificate you earn in Professional Doctor of Acupuncture with a Chinese Herbal Medicine Specialization is also at the complete discretion of the institution to which you may seek to transfer. If the Professional Doctor of Acupuncture with a Chinese Herbal Medicine Specialization that you earn at this institution is 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 Vitality University to determine if Professional Doctor of Acupuncture with a Chinese Herbal Medicine Specialization will transfer.

**Placement Assistance:** Vitality University does not provide job placement assistance of any type. The university does post on the student bulletin boards any substantive and relevant employment opportunities that it receives. Vitality University

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will assist students with resume and cover letter writing. However, it is understood that the School does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate.

**Limited English Speakers:** 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.

**Questions:** 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. Address: 1747 N. Market Blvd. Suite 225, Sacramento, CA 95834; P.O. Box 980818, West Sacramento, CA 95798-0818. Web site Address: www.bppe.ca.gov. Telephone and Fax #'s: (888) 370-7589 or by fax (916) 263-1897; (916) 574-8900 or by fax (916) 263-1897.

**Complaints:** 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](http://www.bppe.ca.gov).

**Financing:** The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.

**Loan:** If a 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:

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.

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.

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.

**Student Tuition Recovery Fund Disclosures:** 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.”

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 1747 North Market Blvd., Suite 225, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of noncollection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.

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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, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement."

**Student's Initials:** \_\_\_\_\_

"I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet."

**Student's Initials:** \_\_\_\_\_

### **Notice to Prospective Degree Program Students**

This institution is approved by the Bureau for Private Postsecondary Education to offer degree programs. To continue to offer degree programs, this institution must meet the following requirements:

- Become institutionally accredited by an accrediting agency recognized by the United States Department of Education, with the scope of the accreditation covering at least one degree program.
- Achieve accreditation candidacy or pre-accreditation, as defined in regulations, by July 1, 2017, and full accreditation by July 1, 2020.

If this institution stops pursuing accreditation, it must:

- Stop all enrollment in its degree programs, and
- Provide a teach-out to finish the educational program or provide a refund.

An institution that fails to comply with accreditation requirements by the required dates shall have its approval to offer degree programs automatically suspended.

Institutional Representative Initials: \_\_\_\_\_

Student Initials: \_\_\_\_\_

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

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

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