



Sportscasters Mentoring Group– Enrollment Agreement

5956 Ruthwood Drive
Calabasas, CA 91302
(818) 879-0858 PH / (310) 427-7166 FAX

The Sportscasters Mentoring Group, a division of Living Waters Enterprises, hereinafter known as SMG, hereby enrolls the undersigned student apprentice in the SPORTSCASTING MENTORSHIP CERTIFICATE PROGRAM subject to the following terms and conditions: Sportscasters Mentoring Group's Sportscasters Announcing Course consists of twelve (12) primary segments of printed instruction in VOICE AND SPEECH DEVELOPMENT, COMMERCIAL ANNOUNCING AND COPYWRITING, DISC JOCKEY ANNOUNCING, NEWS ANNOUNCING AND WRITING, SPORTS ANNOUNCING, RADIO STATION ENVIRONMENT, AUDIO PRODUCTION, and CAREER DEVELOPMENT. Completion of each of the 12 segments earns two (2) credits each for a total of twenty-four (24) course credits.

Student, _____, will also receive as a part of his/her Sportscasting Mentorship Certificate Program package:

- Placement by SMG with _____ in _____ (a local radio station) as his/her mentor for a six month apprenticeship training beginning _____ through _____.
- Instructions are online and in the radio station _____.
- Lifetime job placement assistance provided by SMG through TVandRadioJobs.com.
- Demo tape and resume building oversight and assistance for portfolio

This agreement covers your rights and obligations regarding enrollment. If any clause, disclosure, or covenant in this enrollment agreement shall differ or be in conflict with any attached sheets, verbal discussions or guarantees, or other obligations of SMG or student apprentice, this enrollment agreement and its covenants shall govern. This agreement will be binding only when it has been fully completed, signed and dated by the student and an authorized representative of SMG prior to the time instruction begins. Your training will proceed as soon as we receive this signed Enrollment Agreement and following payment of your registration fee (or agreed upon fees to be paid) and it will cover the period of the 7 months after said agreement is returned. Your training is scheduled to begin _____ and will be charted for completion within the following 7 months through _____. Period covered by the enrollment agreement FROM _____ TO _____.

A distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission (5,CCR §71716(a)). SMG shall transmit all lessons and materials to the student WHETHER OR NOT the student has fully paid for the educational program. For institutions offering a distance educational program where the instruction is not offered in real time, the enrollment agreement shall disclose that (1) An institution shall transmit all lessons and materials to the student if the student has fully paid for the educational program and, after having received the first lesson and initial materials, requests in writing that all of the material be sent. (2) If an institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, but shall not be obligated to pay any refund after all of the lessons and material are transmitted. (5,CCR §71716(c)(1)(2))

Should you decide that you are going to submit a Notice of Cancellation, you should send your notice to us at: info@broadcastingschool.com or send a Notice of Cancellation to us at:

BSMG
5956 Ruthwood Drive
Calabasas, CA 91302

STUDENT'S RIGHT TO CANCEL

As a Distance Learning student, you shall have the right to cancel this enrollment agreement and receive a full refund of the amount paid for institutional charges, less a NON-REFUNDABLE reasonable deposit or application fee not to exceed two hundred fifty dollars (\$250), by _____ or, if Notice of Cancellation is made through attendance at the first class session, or the seventh day after enrollment, whichever is later. If a Notice of Cancellation is sent before the first lesson and materials are received cancellation is effective on the date written notice of cancellation is sent. The institution shall make the refund pursuant to section 71750 of the Regulations. If the institution sent the first lesson and materials before an effective Cancellation Notice was received, the institution shall make a refund within 45 days after the student's return of the materials.

(5,CCR §71716(b))

You are obligated to pay only for educational services rendered and for used books or DVDs and materials.

- (A) Deduct the NON-REFUNDABLE registration fee (\$250) from the total tuition charge.

- (B) Divide this figure by the number of days in the course. The number of days is 180 beginning in the date of the signed, dated contract..
- (C) The quotient is the daily charge for the course. The daily charge is \$43.06.
- (D) The amount owed by you for purposes of calculating a refund is derived by multiplying the total days attended by the daily charge for instruction.
- (E) The refund would be any amount in excess of the figure derived in (D) that was paid by you. (F) The refund amount shall be adjusted for unreturned books or DVDs and materials, if applicable.
- (F) The refund amount shall be adjusted for unreturned books or DVDs and materials, if applicable.
- (G) If the student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid program funds less the \$250 deposit.
- (H) 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.
- (I) If the student defaults on a federal or state loan, both 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. (CEC §94911(g)(1)(2))

| YOUR PAYMENT SCHEDULE WILL BE AS FOLLOWS AND WILL INCLUDE ALL MATERIALS NEEDED FOR TRAINING EXCEPT FOR YOUR DEVICES USED FOR THIS TRAINING AND ANY INTERNET ACCESS: | | | | |
|---|--|--|---|--|
| Annual Percentage Rate: The cost of your credit as a yearly rate _____ N/A _____ % | Finance Charge: The dollar amount the credit will cost you \$ _____ N/A _____ | Amount Financed: The amount of credit provided to you on your behalf \$ _____ | Total of Payments: The amount you will have paid after making all payments as scheduled \$ _____ | TOTAL FEE: \$ _____ NON-REFUNDABLE Registration fee: \$ _____ |
| Non-Refundable STRF _____ | Amount of each Payment: \$ _____ | Payments due: _____ | | |
| Course begins on or about: _____ | Course Completion date will be on or about: _____ | Monthly Beginning: _____ | | |
| TUITION, FEES, AND OTHER CHARGES | | | | |
| | Registration | Tuition | *STRF | **Total Charges |
| | NON-REFUNDABLE | Refundable | Non-Refundable | Estimated schedule of total charges for the entire educational program |
| This is a schedule of total charges for the period of attendance. | \$250.00 | \$7,500.00 | \$0.00 | \$7,750.00 |

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.

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, (found at: <http://www.broadcastingschool.com/student-information.php>) 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.

I HAVE SEEN AND REVIEWED THE SPFS: _____

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, 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.

I HAVE SEEN AND REVIEWED THE SPFS: _____

NOTICE TO BUYER

Do not sign this agreement before you read it. This is a legal instrument. The enrollment agreement shall include a clear and conspicuous statement that the enrollment agreement is legally binding when signed by the student and accepted by the institution. (CEC §94911(d))

BY SIGNING THIS AGREEMENT, STUDENT UNDERSTANDS AND AGREES:

1. It is the essence of this agreement that both SMG and I use our best efforts so that I can gain Sportscasting knowledge and experience I want in return for the money I have agreed to pay.
2. To restrict use of the course contents to my assigned mentor and myself.
3. SMG will provide lifetime job placement assistance if needed at no additional charge.
4. SMG does not, and legally cannot, guarantee job placement.
5. 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.
6. 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. _____

| | | |
|---|------------|----------------------|
| Student Name (please print) _____ | | |
| Address _____ | City _____ | State/Province _____ |
| Zip/Postal Code _____ | | |
| Student Signature _____ | | |
| Date _____ | | |
| As an authorized representative of SMG, I hereby agree to the conditions set forth herein: | | |
| Authorized SMG Representative (please print) | | |
| _____ | | Title _____ |
| Signature _____ | Date _____ | |

5 CCR 76215 Student Tuition Recover 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."

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."

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

The transferability of credits you earn at SMG is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Sportscasting Mentorship Certificate Program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate 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 SMG to determine if your certificate will transfer.

Completion of each of the 12 segments earns two (2) credits each for a total of twenty-four (24) course credits.

It is an unfair business practice for SMG to sell, discount or otherwise transfer this contract or promissory note without the signed written consent of the student or his/her financial sponsors and a written statement notifying all involved parties.

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."

Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution and/or questions regarding the STRF 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
Web site Address: www.bppe.ca.gov
Telephone and Fax #'s: (916) 574-8900 or Toll Free (888) 370-7589 or by fax (916) 263-1897

ACKNOWLEDGEMENT BY STUDENT / ENROLLEE

1. I understand and accept that any contract for training I enter into with SMG contains legally binding obligations and responsibilities. Refund of the registration fee will only be issued in the event SMG is unable to place student for training. SMG will provide students with mentor and radio station replacement for a period of up to 6 months, free of charge. After 3 months of training inactivity, student will pay a \$750 replacement fee if they decide to restart their training.
2. This agreement shall be governed by and shall be construed in accordance with the laws of the state of California. California law requires the following information to be supplied to each student enrolling in a private vocational school. One copy of this notice bearing original signatures must be attached by the school as an addendum to that individual's Enrollment Agreement and a copy must be provided to the enrollee by the school.

Student's Name (please print)

Student's Signature

Date