

EMERSON'S TUTORIAL BAR REVIEW

600 Steiner St. • San Francisco, CA 94117
Ph: (415) 864-4122 • Fx: (415) 553-8125 • www.EmersonsBarReview.com

Student Enrollment Contract

Student Name (First, Middle, Last): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number (H): _____ Phone Number (W): _____

Phone Number (C): _____ Fax Number: _____

Email: _____ Law school attended: _____

How did you hear about us? _____

COURSE DESCRIPTION

There are two courses: The Head Start Course and The Regular Course. The courses are essentially identical, but offered at different times of the year. (See Schedules.) Each course consists of:

1. Instruction

- a. 80 hours or more of classroom lecture, broadcast over the Internet
- b. 40 or more graded essays, about ½ are homework, ½ are exams; all are former Bar essays
- c. 6 or more graded performance exams; all are former Bar performance exams

2. Study Materials – Approx. 2000 pages of our study materials are provided with the course.

In addition, you will need a substantive law outline which is not more than 3 years old.
We presume you have this.

3. Personal Tutoring – Personal tutoring sessions with Emerson or his tutors. These sessions can be scheduled for anytime outside of class, and are limited only by reasonableness.

COURSE PRICE

The Head Start Course: \$4,950

The Regular Course: \$4,950*

* If you take The Head Start Course, The Regular Course is **FREE**. You receive two courses for the price of one if you start with the Head Start Course. This is intentional. We want you to start early.

Credit Card Authorization

I hereby authorize Emerson's Tutorial Bar Review to charge the following credit card for the amounts shown, on the dates indicated below.

[] One payment (\$4,950) on date: _____, or [] Two pmts of \$2,475 on dates _____ & _____

Signature of cardholder: _____ Date: _____

Credit Card Information

This card is a (circle one): Visa - MasterCard - American Express - Discover

Held in the name of: _____ Expires: _____

Card number: _____ Security Code: _____

Billing Address: _____ City: _____ St: _____ Zip: _____

THE FOLLOWING DISCLOSURES ARE REQUIRED BY STATUTE

Any questions or problems concerning this institution which have not been satisfactorily answered or resolved by the institution should be directed to the Bureau for Private Postsecondary & Vocational Education, 1027 10th Street, Fourth Floor, Sacramento, California 95814.

1. DEFINITIONS - The term "ENROLLEE" as used in this agreement refers exclusively to the specific applicant whose name appears on this application form as the applicant. "COURSE" refers to the specific course to which the Enrollee has applied, as marked on the reverse hereof. "EMERSON'S" is the equivalent of "Emerson's Tutorial Bar Review" and "Emerson's Bar Review."

2. PAYMENTSCHEDULE - Payments can be made in two equal installments during the first and third week of classes.

3. RULES OF OPERATION AND CONDUCT - Each Enrollee agrees to comply promptly and fully with the rules, regulations and policies of this course previously announced or hereafter announced or published by Emerson's.

4. BUYER'S RIGHT TO CANCEL - The Enrollee has a right to cancel this enrollment agreement and obtain a refund. You may cancel this agreement and receive a refund by providing a written notice to Emerson Stafford, at the above address of the school.

5. REFUND INFORMATION – Refunds are based on classroom hours which were paid for but which had not yet been offered at the time of written notice of cancellation. Refunds are not based on the number of classes the enrollee actually attended, or the number of exams actually taken, or the amount of tutoring actually received. Refund shall be the amount the enrollee paid multiplied by a fraction, the numerator of which is the number of classroom hours paid for but which had not yet occurred at the time of written notice of cancellation, and the denominator of which is the total number of classroom hours paid for by the enrollee. For purposes of calculating a refund, the course shall consist of 80 classroom hours only, even though other services and other lectures are available to the enrollee.

EXAMPLE OF REFUND CALCULATION – Suppose enrollee paid \$2475, half of the \$4950 course fee. Suppose further that enrollee provided written notice of cancellation after only 10 hours of classroom lectures had occurred (whether or not attended). This enrollee has paid for 40 hours of the 80 hours of classroom lectures. This enrollee paid for 30 hours of lectures that had not occurred when written notice was received. The refund is $\$2475 \times 30 \text{ hours} / 40 \text{ hours} = \1856.25 .

6. MATERIALS FEE – A materials fee of \$200 will be retained if course materials are not returned. If course materials are returned, notwithstanding their condition, a materials fee will not be retained.

7. LOCATION AND SCHEDULES - Emerson's reserves the right to make reasonable alterations in lecture schedules, substitute lecturers, and to change or cancel lecture or testing location.

8. LEGAL BINDING CLAUSE - 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, and that you have in fact, read and understood, and agreed to your rights and responsibilities, and that the institution's cancellation and refund policies are clear, and that you have been given: (a) a written statement of the refund policy including examples of how it applies and; (b) a catalog in the electronic form of a web page, which includes a description of the course of educational service including all material facts concerning the school and the program or course of instruction which are likely to affect your decision to enroll. Immediately upon signing this agreement, you will be given a copy of it to retain.

9. TOTAL CONTRACT AMOUNT -

THE BAR REVIEW COURSE TOTAL COST=\$4,950. The Head Start program is a full course. Registration and payment in full during the Head Start program entitles student to continue receiving course benefits through the Regular Program and Intensive Testing week at no additional cost. There are no additional fees, cost of books, registration, etc.

10. DISCLOSURE REQUIREMENTS HAVE BEEN MET - The undersigned certifies that Emerson's Tutorial Bar Review has met the disclosure requirements of Education Code Section 94312 of the Private Postsecondary and Vocational Reform Act of 1989.

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** _____