

ENROLLMENT AGREEMENT USSD

PART I PERSONAL INFORMATION

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Student Name:			Social Security Number:	
Address:			Date of Birth:	
City:		State:	Zip:	
Personal Email Address:			Cell Phone:	
Driver's License Number:			Male Female C	
Emergency Contact Name:			Emergency Contact Email:	
Emergency Contact Relationship:			Emergency Contact Phone:	
Education Information H	lighest Grade Completed:			
HSD/GED Certificate Associates Bachelors Masters				
Program Title Clock Hrs./Weeks FT Costs	Unrestricted Surface Supplied Diver/ (USSD) 900 clock hours/26 weeks Tuition \$28,900 Registration fee \$150 Books, PFD, and Shirt \$300.00 (required week 1) Dive Physical \$507.00 Additional Expenses (as needed): - Open Water Scuba Certification \$350 - Personal Gear/Equipment \$2,995.00 (see page 8 list of equipment and purchase options)			
Have you served in the U.S. Military? Yes No	Your height:		Your Weight:	
Do you have an open water scuba certification? Yes No				



Do you have any Physical Handicaps or Limitations? (if YES please explain) Yes No					
Shirt Size: SMA	ALL	MEDIUM LAF	RGE XLARGE XXLARGE		
PART II (Completed by Admin	istration)				
Program Start Date	Projecte	d Graduation Date	Scheduled days of week		
			M-TH 7:00 am -4:00 pm Friday 7:00 am-3:00 pm		
(1) Registration Fee		\$150.00	(6) Additional Personal Gear/Equipment (if needed) See list on page 8	\$2,995.00	
(2) Tuition*		\$28,900.00	(7) Subtotal: (sum of numbers 1 thru 6)		
(3) Required Books/Shirt/PFD		\$300.00	(8) Deposit		
(4) Dive Physical		\$507.00	(9) Balance Due		
(5) Scuba Certification		\$350.00	Total price of program to include gear is \$33,202.00		

PART III POLICIES AND PROCEDURES

Methods of Payment: FCDI requires payment in full upon the start of the program. FCDI Accepts credit cards, check, cash, money order, cashier's check, or ACH.

Mission: Florida Commercial Diving Institute, LLC is a post-secondary vocational school designed to provide the commercial diving, and maritime industries with entry level and post graduate personnel, who excel in knowledge, skills, safety, and work ethics. Our training is comprehensive, rigorous, and designed with individual student career objectives, abilities, and interests in mind.

School Responsibility: FCDI agrees to make available to the applicant classroom space, all diving equipment and supplies (other than personal diving equipment required to be furnished by the student as outlined in the FCDI catalog), dive station space, diving manual, handouts, recompression chamber, and instruction in the program outline in the program designated for the period indicated. FCDI agrees to award the appropriate certificates and to provide assistance in locating employment as outlined in the FCDI catalog after the student meets all requirements for the program completion. FCDI reserves the right to schedule subjects within the curriculum in the order deemed necessary and, if necessary, to change or revise class starting dates. Reasonable and appropriate substitutions in curriculum may be made by FCDI as deemed necessary.

^{*} Tuition cost does not include the Non-Refundable Registration fee, personal equipment and supplies, books, housing, dive certification, dive physical, or open water scuba certification expenses.



Student Responsibilities: The student agrees to attend classes regularly, study diligently, and abide by the rules and regulations of FCDI. It is understood that failure by the student to attend class regularly, study diligently, or to abide by the rules and regulations of FCDI, as stated in its catalog, or as otherwise prescribed by FCDI, now or in the future, verbally or in written form, may result in immediate suspension or termination at the option of FCDI and FCDI will not be held responsible for the remaining portion of the program of instruction. It is understood that such rules and regulations to be imposed in the future will be reasonable and proper.

Job Placement: FCDI will provide career guidance and placement assistance; however, FCDI does not guarantee employment.

Credentials: Upon successful completion of the Unrestricted Surface Supplied Diver program the student will receive a certification of completion from Florida Commercial Diving Institute, LLC. that all requirements for certification by DCBC have been met.

DCBC 208-5209 St. Margaret Bay Rd Upper Tantallon NSB32IE3

- Divers Certification Board of Canada (DCBC) is the organization that will issue the Unrestricted Surface Supplied Diver Certification upon satisfactory completion of training thru Florida Commercial Diving Institute, LLC. This certification is required for most employment opportunities.
- First Aid/CPR, & AED/O2 Provider issued through the Divers Alert Network (DAN).

Module Repeats/Tutoring: A student must repeat a module in which a grade of "F" was received. A student can repeat a module once; however, once they reach 1.5 times the length of time required for graduation, they will be dropped from the program. Similarly, students may schedule make-up work sessions at the discretion of the Director of Education. Students will be charged to retake the module and charged a daily rate for make-up work as follows. Module Repeat Fee = \$6,000 USSD = \$355.00/day

Collections: In the event your account becomes thirty (30) days past due, it may be turned over to a third-party collection agency or referred for legal action. If an account is turned over for collections, you will be responsible for all collection costs and legal fees associated with the collection of the debt. By signing this agreement and by providing FCDI with your phone number(s), you agree that FCDI has your express, written consent to provide your phone number(s) to third party debt collectors in the event of delinquency on your account. You acknowledge that phone numbers provided to FCDI will be used by third party debt collectors to contact you, should you become delinquent on your account, for the purpose of discussing the delinquency and attempting to collect on the debt. If you do not wish for FCDI to provide your phone number to third party debt collectors, you should advise FCDI in writing, that you do not consent to your number(s) being provided for purposes of debt collection.

Transcript: Each student is entitled to one official copy of his/her official transcript and a diploma upon graduation and satisfaction of all financial obligations to FCDI. Students must satisfy all financial obligations to FCDI to receive an official transcript and their diploma. Students may obtain unofficial transcripts at any time at no cost.

Re-entry: A student who withdraws for a reason unrelated to the Student's academic status after the 75 percent completion mark and requests a grade at the time of withdrawal shall be given a grade of "incomplete" and permitted to re-enroll in the course or program within 12 months following the date the student withdrew without payment of additional tuition for that portion of the course or program. Students will be permitted to re-enter twice with the approval of the Director of Education. Any student who is applying for re-



admission must sign a new enrollment agreement, and both their financial and satisfactory academic progress statuses will be reviewed and considered as part of the approval or denial process of the re-entry application. All fees and adjustments are allocated on the enrollment agreement.

Background Checks and Drug Testing: Since most employers conduct background checks and drug testing before hiring, it is important to make our prospective students aware that many careers in the dive industry discourage hiring individuals with a history of criminal background and active drug use. Toward that end, FCDI does not believe that students should make a substantial investment of time, money, and potential debt if the ability to secure employment in the field of training is unlikely. It is important to provide full disclosure of past criminal history (misdemeanors and/or felonies) to FCDI prior to enrolling at FCDI. Failure to disclose this history may affect employment opportunities upon completion of your program.

Arbitration of Claims: DISPUTE RESOLUTION BY BINDING ARBITRATION AND WAIVER OF JURY TRIAL PLEASE READ THIS SECTION CAREFULLY; IT EFFECTS YOUR RIGHTS. The Student and FCDI agree that any dispute or claim (as "claim" is defined below) between the Student and FCDI (or any company affiliated with FCDI, or any of its officers, directors, trustees, employees or agents), shall be submitted to and resolved by mandatory, individual binding arbitration conducted by the American Arbitration Association ("AAA") under its Commercial Rules in the County of Pasco, Florida, or in the alternative in Small Claims Court if the claim is within the scope of the Small Claims Court's jurisdiction. This binding arbitration agreement precludes the Student or FCDI from pursuing a claim in a court other than Small Claims Court, or any manner other than by arbitration. Any arbitration brought between the Student and FCDI will take place on an individual basis; the parties expressly agree that class arbitration and class actions are not permitted. This policy, however, is not intended to modify the Student's right, if any, to file a grievance with any state educational regulatory body or accreditor. The Student and FCDI agree that the term "claim" is intended to be broadly interpreted to mean any and all disputes or claims between them of any nature whatsoever. The Student and FCDI expressly agree that the agreement to arbitrate outlined in this section is intended to be broadly interpreted. The term "claim" shall be interpreted to include, but is not limited to: any claim, dispute, or controversy, whether in contract, tort, or otherwise, whether pre-existing, present or future, and including or arising from or relating to any of the following: (i) the Student's execution of this Enrollment Agreement and the obligations of the Student or FCDI hereunder, or the validity, enforceability, or scope of this Enrollment Agreement; (ii) the Student's recruitment and application for admittance, including but not limited to any advertisement, promotions, or oral or written statements relied upon by the Student in deciding to attend FCDI; (iii) the Student's attendance at FCDI and the quality of the instruction or education provided to the Student; (iv) any financial obligations incurred by the Student as a result of the Student's enrollment and/or attendance at FCDI, or matters related to the Student's federal assistance or the provision or performance of Career Services, and (v) any discrimination, civil rights, or sexual harassment claims. The term "claim" shall further be interpreted to include, without limitation, any and all claims, disputes, or controversies of any nature which arose before this or any prior Agreement, and any and all claims, disputes, or controversies that may arise after the termination of this Enrollment Agreement. The arbitrator may award injunctive relief to either the Student or FCDI in any dispute, but only may award such injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's own individual claims. The Student and FCDI agree that each may bring claims against the other only in their individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both the Student and FCDI agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Procedure for Filing Arbitration: The Student is strongly encouraged, but not required, to utilize the Grievance Policy described in the Catalog, before filing arbitration. A Student desiring to file arbitration should first contact the School Director, who will provide the Student with a copy of the AAA Commercial Rules. A Student desiring to file arbitration should then contact the American Arbitration Association in Bexar County, which will provide the appropriate forms and detailed instructions. The Student should return this form to the AAA. The Student may, but need not, be represented by an attorney at the arbitration. The Student acknowledges that he or she may at



any time, before or after admission, obtain a copy of the Rules of the American Arbitration Association, at no cost, from the AAA. The website for the AAA is www.adr.org. If any provision of this arbitration provision is found to be invalid or enforceable, then such specific part or parts shall be of no force and effect and shall be severed, but the remainder of the arbitration provisions shall continue in full force. This arbitration provision shall survive the termination of the Student's relationship with FCDI.

CANCELLATION AND REFUND POLICY

General Requirements: FCDI maintains a fair and equitable, clearly defined, and uniformly administered cancellation and refund policy for cancellations, withdrawals, and terminations. The policy is designed to be most equitable to the Student and complies with Florida Commission on Independent Education (CIE) requirements.

A pro-rated refund of all tuition and fees is due and refundable in each of the following cases:

- if the course of instruction is discontinued by FCDI and this prevents the Student from completing the course; or
- if the Student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or representations by the owner or representatives of the school; or
- · in other circumstances of program deficiencies or violations of requirements for career schools and FCDIs.

Notice: FCDI does require written notification of cancellation or withdrawal. Additionally, FCDI does require notification of cancellation or withdrawal in person as a condition for making refunds, nor does it charge penalties for failing to notify FCDI in writing.

Obligation: FCDI does not financially obligate students for more than twelve months at a time. Refund computations apply to stated charges attributable to the given period of financial obligation. All students are treated equitably with respect to charges and refunds based on the source of funding or the timing of disbursements or payments.

FCDI completes and documents refund calculations for each Student who cancels, withdraws, or is withdrawn from training. To ensure timely and accurate refunds, FCDI will consider the following:

- Start Date
- Last date of Attendance (LDA)
- Date of Determination (DOD)
- Charges to the Student
- Total amount paid
- Weeks earned and resulting percentage of program completed

DOD: The date of determination (DOD) is the date the Student gives written or verbal notice of withdrawal to FCDI or the date FCDI terminates the Student, or by applying the attendance, conduct, or Satisfactory Academic Progress policies.

CANCELLATION POLICY

FCDI reserves the right to cancel any program or course at any time. All tuition and fees will prorated from the time of the student's enrollment till the time of cancelation. If a program/ course is canceled before the start date then the student will receive a full refund of all tuition and fees to include the \$150 registration fee, related to the program/course will be returned to the student if the cancellation made by FDCI.



72 Hour Cancellation Policy: 72 Hour Cancellation Policy: If a student withdraws within the three (3) working days of signing the enrollment agreement, excluding Saturdays, Sundays, and legal holidays, all obligations other than books, assessment for supplies, materials and kits which are not returnable because of use will be refunded.

REFUND POLICY

- 1. Refund computations will be based on scheduled course time of class attendance through the Last Date of Attendance (LDA). Leaves of absence, suspensions, and school holidays will not be counted as part of the scheduled class attendance.
- 2. The effective date of termination for refund purposes will be the earliest of the following:
 - The last day of attendance if the student is terminated by the school; and/or
 - The date of receipt of notice from the student; and/or
 - By applying the attendance, conduct, or Satisfactory Academic Progress policies; and/or
 - Three consecutive school days (absent without an LOA, excused absence, or providing written notice to the school) following the last date of attendance.
- 3. If tuition and fees are collected in advance of entrance, and if after expiration of the 72-hour cancellation policy, the Student does not enter school, not more than \$150 registration fee shall be retained by FCDI for the entire program.
- 4. The minimum refund of the remaining tuition and fees will be the pro-rata portion of tuition, fees, and other charges that the number of hours remaining in the portion of the course or program for which the Student has been charged after the effective date of termination bears to the total number of hours in the portion of the course or program for which the Student has been charged, except that a student may not collect a refund if the Student has completed **more than** 50 percent of the total number of hours in the portion of the program for which the Student has been charged on the effective date of termination; the refund is based on the precise number of course time hours the Student has paid for, but not yet used, at the point of termination through the 50% completion mark, after which **no** refund is due.

REFUND DUE DATES

No Shows and Cancellations: If an applicant never attends class (no-show) or cancels 72 HRS prior to the program/ course start date, all refunds, due will be paid within thirty (30) calendar days of the first scheduled day of class or the date of cancellation.

Enrolled Students: For an enrolled student, the refund will be calculated using the last date of attendance (LDA) and be paid within thirty (30) calendar days from the documented date of determination (DOD). If a student provides advanced notice of withdrawal such that the 30-day window for refund processing ends before the last date of attendance, the refund must be paid within thirty (30) calendar days from the last date of attendance.

REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE

A student of FCDI who withdraws from FCDI as a result of the Student being called to active duty in a military service of the United States may elect one of the following options for each program in which the Student is enrolled:

- 1. If tuition and fees are collected in advance of the withdrawal, a pro-rata refund of any tuition, fees, or other charges paid by the Student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the Student for the portion of the program the Student does not complete following withdrawal;
- 2. A grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the Student has previously received a grade on the Student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the Student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or



- 3. The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the Student has:
 - satisfactorily completed at least 90 percent of the required coursework for the program; and
 - demonstrated sufficient mastery of the program material to receive credit for completing the program.
- 4. The payment of refunds will be totally completed such that the refund instrument has been negotiated or credited into the proper account(s) within 30 days of the effective date of determination.

This Agreement becomes binding after signed by all parties. The Student and FCDI will retain a copy of this Agreement. By signing below, the student acknowledges receipt of this Enrollment Agreement, FCDI Catalog, and confirmation of acceptance prior to signing this Agreement. Further, the Student acknowledges that he/she has read, understood, and agrees to the conditions outlined in this contract. Lastly, by signing below, the student acknowledges receipt of enrollment documents and attests that ample opportunity was given to review and understand the terms and conditions of the enrollment, including the institution's refund policy, prior to signing the enrollment document.

By signing below, FCDI provides written confirmation that the above-named Student is approved to enter the above-named program. Once signed, this contract becomes legal and binding. By signing, the student acknowledges that he/she has read, understood, and has received a copy of the completed and executed Agreement.

 Student Signature	Print Name	MM/DD/YY
Parent or Guardian Signature (if under the age of 18)	Print Name	MM/DD/YY
Accepted and Approved		
FCDI School Official Signature	Print Name	MM/DD/YY

Equipment List

EQUIPMENT / SUPPLY NAME	ESTIMATED PRICE



*Safety Glasses ANSI Approved	\$5.00
*Hard Hat- ANSI Approved	\$20.00
*Personal Floatation Device (PFD)	\$50.00
*Diver/Supervisor Log Book (DCBC Approved)	\$40.00
*Professional Diver Handbook	\$45.00
*Student Workbook	\$40.00
*Boots Steel toe	\$55.00
*FCDI T-Shirts (5) five	\$80.00
*WET SUIT TDS Abaddon 5mm or 7mm	\$290.00
*DRY SUIT TDS NORWAY T/L	\$800.00
*Dive Knife	\$75.00
*Scuba BCD (ONLY FOR INTERNATIONAL CERT)	\$700.00
*Scuba Mask	\$45.00
*Scuba Snorkel	\$20.00
*Commercial Diving Fins	\$120.00
*Dive Booties	\$100.00
*Dive Gloves	\$90.00
*Weight Belt	\$150.00
*Underwater Flashlight	\$150.00
*Coveralls	\$50.00
*Welding Hood	\$50.00
*Welding Gloves	\$20.00
*TOTAL	\$2,995.00



* PRICES SUBJECT TO CHANGE