

## Location of Study for which you are applying:

**Vancouver**  
2665 Renfrew Street  
Vancouver, BC V5M 0A7  
Tel: 604-683-9200 | Fax: 604-684-8839

**Burnaby**  
3264 Beta Avenue  
Burnaby, BC V5G 4K4  
Tel: 604-683-9200 | Fax: 604-684-8839

**The International Culinary School**  
PO Box 10366, 300-609 Granville Street  
Vancouver, BC V7Y 1G5  
Tel: 604-683-9200 | Fax: 604-684-8839

**Victoria**  
Coast Victoria Harbourside Hotel & Marina  
146 Kingston Street, Victoria, B.C

**Calgary**  
Mount Royal College  
4825 Mt Royal Gate, SW, Calgary, AB

**Edmonton**  
Robbins Health Learning Centre - Grant MacEwan College- City Centre Campus  
10700-104th Avenue, Edmonton, AB

## Term Start Date:

- January 4, 2010 W10     February 18, 2010 mid-start  
 April 5, 2010 SP10     May 13, 2010 mid-start  
 July 5, 2010 SU10     August 19, 2010 mid-start

## SECTION A – Student Information:

For valuable consideration which is hereby acknowledged, I (please print) have entered into this Enrollment Agreement with The Art Institute of Vancouver hereafter "The Art Institute" or "AiV".

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

The Art Institute of Vancouver, Inc. is an indirectly wholly-owned subsidiary of The Art Institutes International, Inc. which through two intermediary limited liability companies is a wholly-owned subsidiary of Education Management Corporation, 210 Sixth Avenue, Pittsburgh, PA 15222.

## SECTION A – Fees:

1. Tuition, starting kit, student quarterly fees and estimated book/supplies prices:  
For multi quarter programs, AiV shall charge the student for tuition and fees on a quarter-by-quarter basis. The first-quarter tuition and fees become charged and due 30 days prior to program start. Thereafter quarterly tuition for each succeeding quarter is charged and due upon registration, approximately two weeks prior to the end of each academic quarter. Students may not register for any academic quarter of study unless student tuition charged and due have been paid in full or in accordance with an agreed payment schedule. Each quarter registration is deemed a renewal of this Enrollment Agreement or a new Enrollment Agreement signed.

**Level 1 – Foundation In Wine & Wine Service**  
One 5-week quarter, 3 credits  
Domestic Tuition \$495, International Tuition \$650  
Supply Kit \$95\*, Exam \$70\*\*

**Level 2 – Intermediate Studies in Wines & Spirits**  
One 11-week quarter, 3 credits  
Domestic Tuition \$800, International Tuition \$960  
Glass Set \$45(1)\*, Supply Kit \$80, Exam \$105\*\*

**Level 2 – Professional Certificate in Spirits**  
One 7-week quarter  
Domestic Tuition \$600, International Tuition \$752  
Glass Set \$45(1)\*, Supply Kit \$75 Exam \$105\*\*

**Level 3 – (Section I) – Advanced Wines & Spirits Studies**  
One 11-week quarter, 3 credits  
Domestic Tuition \$850, International Tuition \$1,050  
Glass set \$45(1)\*, Supply Kit \$130

**Level 3 – (Section II) – Advanced Wines & Spirits Studies**  
One 11-week quarter, 3 credits  
Domestic Tuition \$680, International Tuition \$825  
Exam \$130\*\*

**Level 4 (Section I) – Global Business of Wine & Wine Production\*\*\***  
One 11-week quarter, 3 credits  
Domestic Tuition \$995, International Tuition \$1,230  
Materials \$985(2)

**Level 4 (Section II) – Spirits, Fortified & Sparkling Wine Studies\*\*\***  
One 9-week quarter, 3 credits  
Domestic Tuition \$995, International Tuition \$1,230  
Materials \$755(2)

I am applying as a  Domestic student  International student. Student Initials X \_\_\_\_\_

## SECTION B – Binding Agreement:

I acknowledge that subject to the approval for admission by the AiV Admissions Committee, this is a legally binding agreement. This Enrollment Agreement together with the attached Appendix A, B, and C and my payment plan, if any, constitutes the entirety of the Agreement.

Per: X \_\_\_\_\_  
(Student Signature)

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

Parent/Guardian Signature: X \_\_\_\_\_

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

(If student has not reached the age of 19 as of the date of the signing of this contract)

Per: X \_\_\_\_\_

Date: \_\_\_\_\_  
"The Art Institute of Vancouver"

## SECTION C – Curriculum, Program, and Schedule Updates/Changes:

1. The Art Institute may from time to time modify the curriculum, textbooks and/or related course/program materials to accommodate program updates. Changes are effective when made. The Art Institute also reserves the right to amend program and course titles, class schedules, campus location, and/or the sequence of courses.

## SECTION D – The Student Acknowledges:

- I have read (either in hard copy or on The Art Institute Web site) the program description(s), Student Handbook including AiV policies on student conduct, admissions, attendance, withdrawal, termination of studies, and the dispute resolution process.
- I have successfully completed high school (Grade 12 or GED 12) or; am a mature student of not less than 20 years of age as of the start date of the program and have accurately represented my education, age and other required information to determine if they meet the admission criteria to The Art Institute programs.
- I understand my continued enrollment is conditional on my adherence to AiV policies including, student conduct, attendance, academic progress and payment schedules (if any).
- I understand The Art Institute reserves the right to cancel this Enrollment Agreement if The Art Institute determines I do not meet the admission requirements, in particular, (i) if I have not demonstrated sufficient academic potential as determined through entrance testing, evaluation of transcript reports or any other academic evaluation deemed appropriate for the program selected, and/or (ii) I do not meet all financial obligations related to enrollment and continuing enrollment. I understand my financial obligations and that my account must be in good standing before The Art Institute will issue me my certificate, diploma or transcripts.
- I understand and agree this Agreement becomes effective and legally binding upon the determination by The Art Institute that I meet the application and admission requirements.
- I understand my completed application for admission is reviewed by the AiV Admissions Committee to make the determination if I meet the admission criteria and if I will be accepted into the program I have applied for. I understand my Admission and Enrollment Agreement is conditional on the approval of the AiV admissions committee's acceptance into the program.
- I understand The Art Institute programs require my serious dedication to my studies, active and positive participation in the proscribed course activities and significant individual accountability, professionalism and initiative.
- I have thoroughly read and understood this Enrollment Agreement including the Appendices A, B and C before signing this Agreement.

Student Initials X \_\_\_\_\_

**Level 1 – Foundation In Wine & Wine Service**  
One 5-week quarter, 3 credits  
Domestic Tuition \$495, International Tuition \$650  
Supply Kit \$95\*, Exam \$70\*\*

**Level 4 (Section III) – Light Wines of the World (Part I)\*\*\***  
One 9-week quarter, 3 credits  
Domestic Tuition \$995, International Tuition \$1,230  
Materials \$875(2)

**Interactive Web Animation**  
One 11-week quarter  
Domestic Tuition \$999, International Tuition \$1230,

**Level 2 – Intermediate Studies in Wines & Spirits**  
One 11-week quarter, 3 credits  
Domestic Tuition \$800, International Tuition \$960  
Glass Set \$45(1)\*, Supply Kit \$80, Exam \$105\*\*

**Level 4 (Section IV) – Light Wines of the World (Part II)\*\*\***  
One 9-week quarter, 3 credits  
Domestic Tuition \$995, International Tuition \$1,230  
Materials \$255(2)

**Interactive Web Scripting**  
One 11-week quarter  
Domestic Tuition \$999, International Tuition \$1230,  
Materials \$270(2)

**Level 2 – Professional Certificate in Spirits**  
One 7-week quarter  
Domestic Tuition \$600, International Tuition \$752  
Glass Set \$45(1)\*, Supply Kit \$75 Exam \$105\*\*

**Kitchen & Bath Design – Level I**  
One 5-week quarter, 3 credits  
Domestic Tuition \$960, International Tuition \$1,180  
Starting Kit \$255\*

**Digital Photography**  
One 10-week quarter  
Domestic Tuition \$800, International Tuition \$960

**Level 3 – (Section I) – Advanced Wines & Spirits Studies**  
One 11-week quarter, 3 credits  
Domestic Tuition \$850, International Tuition \$1,050  
Glass set \$45(1)\*, Supply Kit \$130

**Kitchen & Bath Design – Level II**  
One 5-week quarter, 3 credits  
Domestic Tuition \$960, International Tuition \$1,180  
Starting Kit \$255\*

**Digital Photography II**  
One 10-week quarter  
Domestic Tuition \$800, International Tuition \$960

**Level 3 – (Section II) – Advanced Wines & Spirits Studies**  
One 11-week quarter, 3 credits  
Domestic Tuition \$680, International Tuition \$825  
Exam \$130\*\*

**Fundamental Skills for Aspiring Chefs**  
One 5-week quarter  
Domestic Tuition \$695, International Tuition \$850

**International Cuisine for Aspiring Chefs**  
One 5-week quarter, 3 credits  
Domestic Tuition \$695, International Tuition \$850

**Final Cut Pro- Level 1**  
One 10-week quarter  
Domestic Tuition \$800, International Tuition \$960

**Level 4 (Section I) – Global Business of Wine & Wine Production\*\*\***  
One 11-week quarter, 3 credits  
Domestic Tuition \$995, International Tuition \$1,230  
Materials \$985(2)

**Protocols Level I**  
One 10-week quarter  
Domestic Tuition \$800, International Tuition \$960,  
Supply Kit \$270

**Motion Graphics**  
One 11-week quarter  
Domestic Tuition \$999, International Tuition \$1230

**Level 4 (Section II) – Spirits, Fortified & Sparkling Wine Studies\*\*\***  
One 9-week quarter, 3 credits  
Domestic Tuition \$995, International Tuition \$1,230  
Materials \$755(2)

**Protocols Level II**  
One 10-week quarter  
Domestic Tuition \$800, International Tuition \$960,  
Supply Kit \$270 (1)

**Course Name:** \_\_\_\_\_  
Tuition: \_\_\_\_\_  
Kit/Materials: \_\_\_\_\_

\* Estimated costs. Fees are subject to change.  
\*\* Sitting on the relevant WSET exam is optional.

\*\*\* Students who successfully complete and pass all of The Wine & Spirit Education Trust required exams will be awarded WSET's Level 4 Diploma in Wines and Spirits.

(1) Not needed if purchased in Level 1  
(2) Materials includes (Study Guides, Exams, Registration, Administration, and other related costs.

## Section E – General:

1. This Agreement is subject to the British Columbia Private Career Training Institution Act and regulations.
2. The student shall pay or have paid on their behalf applicable AiV program costs and fees under this Agreement by 30 days prior to quarter start.
3. Refunds to students for tuition paid to AiV under this Agreement shall be made in accordance with the Refund Policy set out in this document.
4. The Art Institute reserves the right to cancel, or delay the start of any program where in the opinion of The Art Institute, there are not sufficient numbers of students to warrant proceeding or continuing.
5. Students who have entered into an agreement for a program that AiV has canceled, may elect to transfer their application to another program or quarter where space is available or receive a refund of monies paid under this Agreement.
6. The Art Institute undertakes to provide the program of study indicated in this Agreement including the equipped facilities and instructors to deliver the course of study for the prescribed duration.
7. The Art Institute shall provide the required transcript and the appropriate credentials to students who successfully complete their course of study, satisfy the requirements for graduation and have an account/payment plan in good standing with The Art Institute.
8. The student may retain his/her intellectual property rights to original intellectual property they create during course of their studies at AiV, however The Art Institute shall be permitted to use (at no cost) the student's projects and related work for the purpose of advertising, exhibition and promotion. The Art Institute will provide appropriate attribution in such an event.
9. The student shall abide by the general regulations including, but not limited to, student conduct, academic honesty, attendance, care of equipment, facilities and related policies of The Art Institute and as set out in the AiV Student Handbook.
10. The student shall pay the proscribed tuition as set out in this Agreement and payment/schedule plan (if any) including other related fees as set out in this Agreement.
11. Overdue and unpaid accounts will be charged interest at a rate of 12% per annum.
12. The student shall not copy any software, in use, or developed during the program of studies by AiV, and agrees that any unauthorized use by him/her of such software infringes Canadian, U.S. and international patent laws, copyright laws, and laws of industrial property rights of third parties. The student further agrees to indemnify AiV for any suit brought against The Art Institute based on a claim resulting from the student's alleged wrongdoing. Such unauthorized use infringes such aforementioned laws, even where based upon use in combination with other software.
13. The student agrees to respect AiV's copyright and respect confidentiality regarding information about The Art Institute's business and programs which the student may acquire during his/her program of studies, and in particular, but not so as to limit generality of the foregoing, with respect to the use of courseware, learning methodologies, and program content.
14. AiV is not liable for delays in class schedules due to Acts of God or circumstances beyond its control. In the event of temporary loss of service, The Art Institute shall use prudent and reasonable efforts to restore services as soon as practicable and reschedule lost class time.

## SECTION F – Disclosures:

1. Completion of AiV programs does not guarantee employment or any particular level of compensation. Actual employment will be dependent upon overall student background and quality of the application, presentation, initiative, and available employment opportunities at the time.
2. A copy of the Enrollment Agreement shall be provided to the student at the time the student signs the Agreement.
3. Your name and personal identification information, the name of your program of study, and the amount of tuition paid must be forwarded to the Private Career Training Completion Fund. This Information is collected by PCTIA under Section 26 of the Freedom of Information and Protection of Privacy Act. For more information about this collection and use of this information, visit the Agency's website at [www.pctia.bc.ca](http://www.pctia.bc.ca).
4. Financial assistance may be available to qualifying students through either public or private student assistance sources. The Art Institute makes no representations whatsoever about the eligibility of the student for student aid. In the event student assistance is provided to a student, the student recognizes he/she is solely responsible, (not the Government of Canada, the Provincial Assistance Program, or The Art Institute) to ensure repayment of the loan is in accordance with the terms or her/his loan/student assistance agreements.
5. AiV complies with applicable Privacy Laws. The Art Institute collects, uses and retains individual student information for use including assessing student applications, student aid, student accounts, maintaining student academic records, placement tracking, program reviews and to meet regulatory requirements. AiV may use student information to communicate with students including to provide students, applicants or graduates with information about AiV activities or additional program opportunities at AiV or its affiliates. Students can request removal from the AiV mailing list(s) by writing the Director of Admissions or the Registrar.

## APPENDIX A - Tuition Refund Policy:

The Art Institute of Vancouver tuition refund policy is no less generous than the PCTIA refund policy. Refunds will be made within 30 calendar days after the applicant's/student's written request or within 30 calendar days after his/her first scheduled class day. Refund entitlement is calculated on the total fees due under the contract. Where total fees have not yet been collected, the institution is not responsible for refunding more than has been collected to date and a student may be required to make up for monies due under the contract. The AiV tuition refund policy is as follows:

### 1. Refunds Before the Quarter Starts:

- (a) If the applicant is not approved for admission by The Art Institute of Vancouver, the applicant will receive a refund of all tuition and other fees paid.
- (b) If the applicant is approved and cancels the Enrollment Agreement in writing before the quarter of the program/course applied start date, the applicant will receive a refund of all tuition and other fees paid.

### Before Quarter Start Refund Example

A student enrolls in a CPD course such as the Fundamentals Skills for Aspiring Chefs course and pays the tuition of \$695. If the student cancels the Enrollment Agreement in writing before the first day of class, the student receives a full refund, including the cost of the starting kit, if it is returned in good condition.

### 2. Refunds After the Quarter Starts:

- (a) If written notice of withdrawal is received by The Art Institute or a student is dismissed, within 10% of the quarter of study's duration, The Art Institute will retain 30% of the total tuition due under the contract for that quarter of study.
- (b) Subject to subsection 2(a), if written notice of withdrawal is received by The Art Institute or a student is dismissed after 10% and before 30% of the quarter of study's duration, The Art Institute will retain 50% of the total tuition due under the contract for that quarter of study.
- (c) If a student withdraws or is dismissed after 30% of the quarter of study's duration, The Art Institute will retain 100% of the tuition due under the contract for the quarter of study.
- (d) In addition to the tuition fee refund proscribed under this section, the applicant/student will receive a refund of starting kit fees paid provided the kit has not been received by the student or the kit is returned to AiV unopened and within 20 days of the student's last day of class attendance.

### After the Quarter Start Refund Example

A student enrolls in a CPD course such as the Fundamentals Skills for Aspiring Chefs course and pays the tuition of \$695. If the student cancels the Enrollment Agreement on the 5th day of class, the student receives a refund of the first quarter tuition minus 30%. The refund amount would be \$486.50.

### 3. Other Refund Policy Requirements:

- (a) Where an institution provides technical equipment to a student, without cost to the student, and the student withdraws or is dismissed, the institution may charge the student for the equipment or use of the equipment on a cost recovery basis, unless the student returns the equipment unopened or as issued within (14) calendar days.
- (b) Tuition refunds owing to students shall be paid within thirty (30) days of The Art Institute receiving written notification of withdrawal, or within thirty (30) days of The Art Institute's written notice of dismissal.
- (c) Where the delivery of the program of study is through home study or distance education, refunds must be based on the percent of the program of study completed at the rates specified in Part IV, 4 (b) of the PCTIA bylaws.
- (d) Where a student's tuition has been paid in part or in whole by a recognized student aid program, AiV may be required to refund the third funding party before any refund is payable to the student.

## APPENDIX B – External Dispute Limitation and Arbitration:

You, the student, and The Art Institute of Vancouver ("AiV") agree that any dispute or claim between you and AiV (or any company affiliated with AiV, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this Enrollment Agreement or, absent such Agreement, your enrollment or attendance at AiV, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or AiV's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein. You further agree that you may only pursue arbitration after exhausting informal efforts and the internal dispute resolution processes including as set out in the AiV Student Handbook. Nothing in this Agreement prevents the student and AiV by mutual agreement, proceeding with a mediation or other alternative dispute resolution process on agreed terms.

The arbitration shall follow the standards and rules of procedure as set out in the British Columbia Commercial Arbitration Act. If AiV intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with AiV, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, AiV will select one.

AiV agrees that it will not elect to arbitrate any individual claim of less than \$5,000 that you bring in small claims court. If that claim is transferred or appealed to a different court, however, or if your claim exceeds \$5,000, AiV reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

If either you or AiV chooses arbitration, or instead agree to a third party mediation on agreed terms, neither party will have the right to a jury trial, to engage in discovery, except as provided in the applicable arbitration rules, or otherwise to litigate the dispute or claim in any court (other than in small claims or similar court, as set forth in the preceding paragraph, or in an action to enforce the arbitrator's award). Further, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will be final and binding. Other rights that you or AiV would have in court also may not be available in arbitration. Any claim of any liability or loss whatsoever on behalf of the student in every circumstance is limited to an amount no greater than the total amount of tuition paid by the student to The Art Institute of Vancouver and that would be refundable under the tuition refund policy and no other loss of any kind whatsoever.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the city of Vancouver. Upon your written request, AiV will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500 per claim. Each party will bear the expense of its own legal counsel, experts, and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and legal counsel, expert and witness fees), to the extent such fees and expenses could be imposed by the British Columbia Commercial Arbitration Act and consistent with the civil procedures rules of the Province of British Columbia as applicable. This arbitration provision shall survive the termination of your relationship with AiV.

## APPENDIX C – Other:

### 1. Programs Types:

Centre for Professional Development (CPD) programs are training programming with a total tuition of not more than \$1000 and not more than 40 hours of instruction. These programs generally do not have occupational outcomes and may range from hobby courses to professional upgrading. Students in these programs do not access AiV Career Services as part of their program. Certificate programming is non-CPD programming with career training outcomes, and generally of a more limited scope than Diploma programs. Certificate programs do have occupational outcomes, but do not access AiV Career Services as part of their program.

Diploma programming is a type of career training, which generally is more advanced than Certificate programs. Students in Diploma programs have access to AiV Career Services as part of their program.

### 2. The Admissions Process

As part of the application process, applicants are required to independently conceive and write an essay explaining what they expect to accomplish while studying at The Art Institute. Applicants must also present a record of accomplishment and core academic courses as evidence through transcript grade point average or upon evaluation of GED scores, a personal interview with an admissions representative and meeting all other requirements stated in this Agreement.

Applicants who do not submit a transcript or GED scores may be required to take additional testing, the results of which will be reviewed by the Admissions Committee. The Committee may then grant acceptance but applicants still will be required to submit an official high school transcript or GED scores for college transcript if student has graduated from college by a date established by the Director of Admissions.

First-quarter tuition and fees for new students become due 30 days prior to entry. The Enrollment Agreement becomes effective and legally binding on the student upon the determination by The Art Institute that the student meets the admission requirements. Each quarter is approximately 11 weeks. An applicant's tuition rate is not locked in until they have been accepted into the program. The tuition charge set out in this Agreement is subject to change. Tuition increase will not be applied to continuing enrolled students (no interruptions in enrollment from start date to program completion).

### 3. Attending Classes at other AiV Locations

Students may be scheduled to attend classes at another AiV location other than their primary location of enrollment.