



# AMERIPLAN GUARANTEED TUITION | SINGLE PAYMENT PLAN

AMERIPLAN AGREEMENT | AMERICAN UNIVERSITY

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between American University (hereinafter "University"), a Congressionally-chartered, nonprofit institution of higher education, located at 4400 Massachusetts Avenue, NW, Washington, DC, and

\_\_\_\_\_, (hereinafter "Student"), parent(s), legal guardian or other participant (together with Student, hereinafter "Participants").

WHEREAS, Student is enrolled as a full-time undergraduate at University for the 2017-2018 academic year; and

WHEREAS, the Participants desire to provide for the education of Student at University; and

WHEREAS, in order to provide a means of stabilizing tuition expenses for the Participants, the University is willing to accept immediate payment via **check or money order**, for the full tuition of Student's entire four (4) years of undergraduate tuition (Fall and Spring terms) at the University's published tuition rates for the 2017-2018 academic year (hereinafter "Prepaid Tuition") under the terms and conditions of the AmeriPlan Guaranteed Tuition/Single Payment Plan (hereinafter "Plan"), as more fully set forth herein.

NOW, THEREFORE, for the mutual promises and consideration set forth herein, the parties agree as follows:

- 1) The terms of this Agreement shall be from Fall, 2017 to Spring, 2021 (eight semesters), unless terminated by either party by prior written notice under the terms and conditions controlling termination as outlined in this Agreement.
- 2) On or before August 1st, 2017, the Participants shall pay to University at the Student Accounts office, the Prepaid Tuition in the amount of One Hundred and Eighty Three Thousand Two Hundred and Thirty Two Dollars and No Cents (\$183,232.00). By the same date, the Participants shall submit to the University this Agreement, properly executed by all Participants who will be bound by its terms and conditions.
- 3) In consideration of the timely receipt of the Prepaid Tuition set forth above, the University agrees that the tuition payment will constitute payment in full of the Student's four (4) years undergraduate tuition (Fall and Spring terms) at the University, subject to the terms and conditions of this Agreement.
- 4) If the Student, voluntarily or involuntarily, takes a leave of absence or permanently withdraws from the University, the Participants agree that the Student Accounts office will be notified, in writing, of the Student's intention to withdraw or take a leave of absence. Such notification shall be made within ten (10) days of the University's approval of any request for a leave of absence or withdrawal. The following conditions apply to any refund of the Prepaid Tuition amounts:

a) if the Student permanently withdraws or takes a leave of absence, whether voluntarily or involuntarily, at the end of the term and prior to the beginning of the following term, the Participants may request a refund of the unused balance of the Prepaid Tuition. The balance will be calculated by multiplying the number of remaining, unused prepaid terms by the rate of tuition imposed at the start of this Agreement, **Twenty Two Thousand Nine Hundred and Four Dollars and No Cents (\$22,904.00)**.

b) if the Student permanently withdraws or takes a leave of absence, whether voluntarily or involuntarily, during a term, the then current published regulations of University as set forth in the Undergraduate Academic Bulletin with respect to refunds of tuition paid for that term shall apply. Tuition refunds for remaining, unused terms, if any, subsequent to each term of withdrawal will be calculated at the rate of tuition imposed at the start of this Agreement, currently **Twenty Two Thousand Nine Hundred and Four dollars and No Cents (\$22,904.00)**.

c) if the Student takes a leave of absence, the Participants, at their option, may continue to participate in the AmeriPlan if the Student's absence does not exceed one (1) year and the unused balance of the Prepaid Tuition remains with the University. The tuition rate in effect at the date of execution of this Agreement cannot be guaranteed after an absence from the University of more than one (1) year. Except as provided above, the undergraduate tuition rate first imposed at the execution of this Agreement is guaranteed under the AmeriPlan for four (4) years. If one or more additional terms is required for graduation due to a reduced course load, academic difficulty or otherwise, additional tuition for those terms will be payable at the then prevailing tuition rates;

d) if the Student takes a reduced course load in the last term of his or her program, the Participants may request a partial refund of the Prepaid Tuition for that term. The Participants agree to notify the Office of Student Accounts of the Student's intent to take a reduced course load no later than ten (10) days after the request for a reduced course load is approved by the University. Both the notification of a reduced course load and the request for a partial Prepaid Tuition refund must be in writing, and sent to the attention of Student Accounts. If a refund is due, it will be calculated in accordance with the standard method then used by the University to determine such refunds.

5) The University reserves the right to offset against any amounts refundable under the terms of this Agreement, any amount owed to it at such time by any Participant, including, without limitation, any other tuition or non-tuition charges incurred by the Student.

6) Under no circumstances will the University pay interest on any portion of the Prepaid Tuition or any amount refunded under the terms of this Agreement.

7) Unless otherwise directed in writing, signed by all Participants, the University shall pay refunds, if any, due to the Participants under this Agreement, directly to the participant(s) as named

\_\_\_\_\_ . If the Student has met the conditions for a refund under Section 4, and has received University written notification of approval for a request of withdrawal or leave of absence, Participants may make a written request for a refund. Such a refund will be made within twenty (20) working days after the University receives the Participants request. The Participants agree that any refund payments made in accordance with the provisions of this section will relieve the University of further liability for such funds. The Participants further agree to indemnify the University, from any claims of any nature arising out of such refund payment.

8) The Prepaid Tuition covers a course load of up to 17 credit hours per semester. Student who registers for more than 17 credit hours in any Fall or Spring semester will be charged the Semester Prepaid Tuition with an additional charge for each credit hour over 17. This charge must be paid at the beginning of the semester.

9) Tuition for summer school is not covered by this Agreement. The University's actual tuition rate then in effect must be paid at the beginning of any summer session registered for by the student.

10) The Participants may not assign this Agreement to any other person or apply the benefits hereunder to any other student.

11) This Agreement covers only basic tuition charges as defined by the University (exclusive of summer school tuition) and in no way limits the University's rights regarding other matters, including, but not limited to: (i) the right to increase University charges for items not covered by the terms of this Agreement. By way of example, but not limited to, include such items as room, board, health care coverage, summer tuition and other ancillary University charges; and (ii) the University's enforcement of its rules and regulations governing the terms and conditions of matriculation and attendance at the University, graduation requirements, student conduct and academic standing.

12) This Agreement shall be governed and construed in accordance with the laws of the District of Columbia.

13) This Agreement constitutes the entire understanding between the Parties with regard to the AmeriPlan Guaranteed Tuition/Single Payment Plan for the named Student. Except as herein set forth, there are no other promises, representations or understandings with regard to AmeriPlan Guaranteed Tuition/Single Payment Plan between the parties of any kind or nature whatsoever.

14) If any provision shall be held invalid or unenforceable, such provision shall be severable from the Agreement without affecting the validity or enforceability of the remainder of the Agreement.

