

MacIntosh Real Estate School

1800 Fenton St. #5

Lakewood, CO 80214

Approved and Regulated by the Colorado Department of Higher Education, Private Occupational School Board

Enrollment Agreement

(vol. 28 - 2020)

I. PROGRAM COST/COURSES/MATERIALS/COMPLETION CERTIFICATE

TOTAL PROGRAM COST \$ 399.00 (Tuition & eBook Materials). No other enrollment Fees.

As the Applicant (herein referred to as "Student"), I hereby make application to MacIntosh Real Estate School for Correspondence ("Home Study") Program for the 168-credit-hour mandatory Colorado Associate Real Estate Broker pre-license coursework.

I am aware that the Educational Program consists of home–study (correspondence) materials sufficient to fulfill requirements of the Colorado Revised Statutes, the Colorado Real Estate Commission, and the Colorado Department of Higher Education Private Occupational School Board, for:

48 hours Real Estate Law and Practice;
48 hours Colorado Contracts and Regulations;
24 hours Real Estate Closings;
8 hours Trust Accounts and Record Keeping;
32 hours Practical Applications;
8 hours Current Legal Issues.
– 168 Total Hours –

Interactive study materials are delivered online by method of hyperlinks to School servers. This enrollment includes the MacIntosh online/downloadable Prep Exams, which may only be taken upon fulfillment of the course requirements and passage of the final exams for the six required courses (above).

Training begins on the effective date of enrollment, (the date student is accepted by the School, below.)

Full Name _____

Address (U.S. Mail) _____

City _____

State _____

Zip Code _____

Home Phone _____

Business Phone _____

E-Mail (School will only use for official business.) _____

Social Security Number _____

All new applicants for original licensure must acknowledge the Affidavit of Eligibility, which declares that the license applicant is lawfully present in the United States. Click The Following Link to read these requirements: [Colorado R/E Commission Eligibility Affidavit](#)

Checking the box (below) serves as your legal declaration that you are lawfully present in the United States. (You will not need to sign or submit a printed hard-copy of the Affidavit.)

Please verify the Information you've entered above (you may change anything you like), and review the Terms of Enrollment below.

The Student agrees that he or she will fulfill the course requirements for the above–specified hours and make reasonable effort to complete the course in compliance with the rules and regulations of the school and abide by those same rules. The school may suspend or withdraw any student for immoral or improper conduct, insufficient progress through courses (failure of course exams), or a lack of reasonable effort. The school reserves the right to be the sole judge of such conduct which may be detrimental to the school.

Upon satisfactory completion of the course materials by the student, passage of all required exams according to the instructions of the school, and upon fulfillment by student of the terms of this agreement, the school will issue a certificate of completion. The certificate of completion will be given only if the above requirements are completed within eight (8) months following effective date of enrollment. An extension of this time period may be obtained by requesting in writing. (See EXTENSION and RE–ENROLLMENT POLICY, below.)

The undersigned hereby acknowledges receipt of this contract and a copy of the current school catalog. (Volume 28 – 2020)

II. PRE–REQUISITES for ENROLLMENT (ADMISSION REQUIREMENTS)

License Law requires an applicant for a real estate license to be 18 years old. This is not a requirement to attend the school.

Licensed attorneys, former Colorado Brokers and Salespeople and licensees from other states are eligible to bypass one or more classes. MacIntosh Real Estate School offers all these configurations, together with license exam preparation. For more information about the Colorado Real Estate Commission and Broker licensing, please click MacIntosh website link, "All Courses".

III. FEES

The fee for the initial 168 credit–hour online/correspondence course and ebook materials is \$399 payable by credit card in advance of receiving access to the online course materials, or Student Login information and interactive study links from the School. (The fee may be changed at any time, without notice.)

Enrollment may be completed by paying the full cost of the tuition. Payment shall be made in full at the

time of enrollment and registration, by online credit card payment. The real estate school will not issue to the Real Estate Commission a certification of Completion until tuition is paid in full. Each course is self-contained and is completed by self-scheduled, correspondence study.

IV. REFUND POLICY

MacIntosh Real Estate School, Inc. shall maintain a policy for the refund of tuition and fees, pursuant to C.R.S. 12-59-114 (2), as follows:

A. LESSON-BASED CALCULATION for DISTANCE EDUCATION

The basic course work is designed to be completed in 168 hours, or – for purposes of calculating the refund policy – 42 4-hour sessions over approximately 10 weeks, as defined below under Evaluation of Student Progress. (Exclusive of the following Refund Policy, please note that the actual completion time is automatically extended to 8-months.)

Since MacIntosh Real Estate School offers only correspondence courses on an open (year-round) enrollment schedule, student progress for refund purposes is calculated based on time elapsed (number of days) since enrollment. The date of enrollment is based on the date of the contract, which is date student is accepted by the School.

The official date of termination or withdrawal of a student shall be determined in the following manner:

- The date on which the school receives written notice of the Student's intention to discontinue the training program; or
- The date on which the student violates published school policy which provides for termination.

B. Tuition Refund Schedule

If a student discontinues training after enrollment, this refund schedule will be observed:

- A full refund of all monies paid if the applicant is not accepted by the school.
- A full refund of tuition and fees paid if the applicant withdraws within three (3) days after signing and submitting the electronic contract or making an initial payment, provided that the applicant has not commenced training.
- A full refund of tuition and fees paid in the event that the school discontinues the course or program of education during a period of time within which a student could have reasonably completed the course (10 weeks, per Refund Policy calculation) except that this provision shall not apply in the event that the school ceases operation.

If none of the above circumstances applies, a student withdrawing after date of enrollment is entitled to a refund of the following tuition fee:

Within first 10% of program	(one week)	90% less \$100 cancelation charge
After 10% but within first 25% of program	(1 week to 2 1/2 weeks)	75% less \$100 cancelation charge
After 25% but within first 50% of program	(2 1/2 weeks to 5 weeks)	50% less \$100 cancelation charge
After 50% but within first 75% of program	(5 weeks to 7 1/2 weeks)	25% less \$100 cancelation charge
After 75%	(after 7 1/2 weeks)	No refund

C. Online/Downloadable/Interactive Materials.

Student Access to Online Materials or Exams, including – but not limited to – the ability to view, download or interact with same, will be terminated immediately upon notice of withdrawal by student or termination by School. Subsequent submissions will not be accepted, and no credit will be given for coursework completed nor tests taken.

D. Other

The policy of granting of credit for previous training shall not impact refund policy. Refund will be provided within 30 days of termination.

V. CREDIT CARD CHARGEBACKS, ATTORNEY FEES and RETURNED CHECKS

MacIntosh Real Estate School will not be responsible for any personal decision of the student to discontinue the course, and is responsible only for the refund policy detailed herein and in the current course catalog, and required by the Rules of the Department of Regulatory Agencies and Colorado Department of Higher Education Private Occupation School Board.

Student acknowledges that the credit card payment they are making is completely voluntary, and should they wish to withdraw they will do so within the refund period detailed in this agreement and by written (email) notice to the school in a timely manner. Student acknowledges in advance that any later claim to their Credit Card Company that their voluntary charge was "unauthorized" would be false and therefore prohibited by law. Should the student file such a chargeback with their credit card issuer at any time, MRES will avail itself of all legal remedies, including but not limited to small claims court in the appropriate jurisdiction, and treble damages for fraud, conversion, and "friendly fraud". In the event this goes to collection, the student will be solely responsible for all attorney and collection fees. There will be a \$20.00 check charge added to all returned checks.

VI. EXTENSION and RE-ENROLLMENT POLICY

As stated above, the contractual Enrollment Period is based on eight (8) months following the date student is accepted by the School. This time period may be extended according to the following schedule and for the following fee(s), upon written request to the Director of the School. (Email notice is sufficient, and shall be effective upon confirmation of receipt of said notice by return email from the School.)

This request must be received by the Director within the final 30 days of Student's 8-month expiration date. If the request is made earlier than the final month of Student's scheduled enrollment, no determination will be made. If the request is made after the expiration of the 8-month enrollment, but prior to the one-year anniversary of Student's enrollment, Director will make a case-by-case determination, based on the above and below factors.

The determination of the length of this extension will be at the sole discretion of the Director of the School, and shall be based on factors such as: 1) the extent of changes to the laws and forms that have occurred prior to, or will occur during the extension period, thereby necessitating changes to the School Materials the student originally received; 2) Student's progress through the School program since enrolling, including – but not limited to – passage of the six School Final and two Prep Exams.

No additional fee shall be charged for the granting of said extension.

No extensions will be granted after the one-year anniversary of Student's enrollment. However, Student will be allowed to re-enroll at a reduced rate if written request is made after 8 months following enrollment, but prior to the two-year anniversary of Student's enrollment. If request for extension is made after the two-year anniversary of Student's enrollment, Student will be allowed to re-enroll for the full tuition cost at that time.

Upon receipt of the fee and a newly completed and signed enrollment agreement, student shall be provided a new student number and login information to the current online study and testing curriculum. There is no guarantee of credit granted for prior work or tests completed, and the reenrolling student may be required to pass certain final exams again.

VII. POSTPONEMENT OF STARTING DATE

Postponement of a starting date, whether at the request of the school or the student, requires a written agreement signed by the student and the school. The agreement must set forth: a) Whether the postponement is for the convenience of the school or the student, and: b) A deadline for the new start date, beyond which the start date will not be postponed. If the course is not commenced or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

VIII. TRANSFER OF ENROLLMENT

Student's enrollment is non-transferable. Once enrolled, the student may not transfer their enrollment, materials, credits or fees, to any other person.

IX. COMPLAINT PROCEDURE

Students who feel they have a complaint concerning any proprietary school may file a complaint online by contacting: Colorado Department of Higher Education Private Occupation School Board (<http://higher.ed.colorado.gov/dpos>) or calling 303-862-3001. There is a two-year limitation on the Division taking action on student complaints. (Based on the Student's last date of attendance, determined by latest activity with the School – such as enrollment date or testing – during the 8-month term of enrollment.)

X. EVALUATION OF STUDENT PROGRESS:

Classroom Attendance: All students of the MacIntosh Real Estate School are enrolled as correspondence (home-study) students. Therefore classroom attendance is neither available nor required.

Grading Policy: Correspondence students must submit completed final exams for each course being taken (via the website.) For the Associate Broker curriculum, (168 hours) the student must submit six final exams with passing grades: one each for Real Estate Law and Practice, Colorado Contracts and

Regulations, Trust Accounts and Record Keeping, Current Legal Issues, Real Estate Closings, and Practical Applications. Student must also pass two Prep Exams following the last final exam. Each final exam is automatically graded and the student is given the results immediately.

All students must submit all completed exams by the end of the scheduled course work. In accordance of the requirements of the State Brokers examination, all students must pass each exam by at least 75%. A student's progress is considered unsatisfactory when the student is not progressing at a rate that corresponds with these requirements.

All final exams are open-book and untimed, and students have been given the information and tools with which to successfully answer all questions correctly within the materials and online Q&A resources provided by the school. Therefore, students are expected to be able to reach the passing score for all tests with the appropriate amount of effort, within the allotted enrollment period. Nevertheless, should the student fail a particular exam, at the sole discretion of the school they may be given up to three chances to take and pass a course final exam. Should a student fail a final exam three times, they will be dismissed from that particular course and no credit will be granted. School will grant credit for any other course already passed, and reserves the right to allow or deny the student the opportunity to complete any remaining courses.

XI. PROGRAM CONTENT AND PROCEDURE

Program Objective: The program and individual course schedules give a basic overview of the real estate industry and provides all the necessary information to prepare the student to pass the Colorado Real Estate Brokers examinations administered by the Real Estate Commission's Testing Service (PSI). The student should expect to complete the correspondence course in approximately 10 weeks. The home-study course work is designed to be completed according to the student's own schedule (4 hours per day, 4 days per week) at home. The six final exams must be taken at home and submitted to the school for credit. The final exams may be submitted only through our website.

In order to pass each course, each student must receive passing (at least 75%) grades on that final exam. Certification of successful completion of the educational requirements will be given only if the above requirements are completed within eight (8) months following initial registration. An extension of this time period may be obtained by requesting this in writing by email.

XII. PREVIOUS EXPERIENCE or CLASSES

No credit is given for this course for partial completion of classes previously taken at another school or industry related experience. This policy shall not impact the above refund policy. In addition, MRES does not have a transfer agreement of attendance with other schools.

XIII. PLACEMENT ASSISTANCE

MacIntosh Real Estate School is not affiliated with any Real Estate Brokerages. In this way, we can assure the student the most accurate information and highest standards of integrity. Although employment of graduates is rarely a problem, there is no guarantee of placement.

XIV. CONDUCT and TERMINATION

A student may have his or her enrollment terminated by the MacIntosh Real Estate School, Inc. for non-payment of tuition or books, or failure to complete the course in the allotted period of time as stated in our Attendance Policy, or for failing one or more course final exams (as detailed in Section X, "EVALUATION OF STUDENT PROGRESS", above.) The term of enrollment shall begin as of the commencement date on the contract.

If a student is terminated for non-payment of tuition, then upon completed payment of the fees for tuition and books, that student will be re-admitted to the program. The reinstatement will be conditioned upon the eight month period as stated in the Attendance Policy. The enrollment period shall begin as of the commencement date on the contract. Students dismissed for failure to comply with accepted rules of school policy or course failure shall not be reinstated.

-END ENROLLMENT AGREEMENT-