

Climer School of Real Estate

Terms and Conditions Agreement

- A. **NO SHOWS**-If you do not show up for class at the start of the applicable class for which you have registered and you fail to cancel prior to the applicable deadline set forth in paragraph B below, the class shall be considered as "started" and NO Refunds will be made, no exceptions.
- B. **CANCELLATION PRIOR TO "CLASS START"**-To cancel registration for a class for which you have registered, you must provide written notice to us not later than 5:00pm on the business day prior to the day you registered for. If you fail to provide timely notice as provided in the immediately proceeding sentence you shall not be entitled to any refund, irrespective of the reason you fail to attend the class. By means of example, if the class starts on Monday, written notice of cancellation must be received and acknowledged by the previous Friday, 5 pm. Cancellations received over the weekend or holiday will not be considered timely given with respect to a class starting on the next succeeding business day. When timely cancellation is provided, you will receive a refund less the applicable cancellation fee (specified in the "Cancellation Fee Schedule" below) for that class. The cancellation fee may be applied to another class, if and only if you register for that class within one year of the date of original registration. CANCELLATION FEES MAY NOT BE APPLIED TOWARDS ANY ONLINE CLASS. If you fail to register for such a class within one year from registration, you forfeit all monies paid.
- C. **REFUNDS**- To the extent that you are entitled to a refund, the refund will be made if cancellation is in accordance to paragraphs A and B. If less than 90 days from registration, then a cash refund can be made. If it is after 90 days from registration, then a credit will be given for up to one year from registration. All credits can be used for a class. CREDITS CANNOT BE USED FOR ANY ONLINE CLASSES. For purposes of clarity, NO cash refunds will be given for any reason after 90 days from registration.
- D. **PRE-PAID CLASSES**- If you prepay in full for a class (other than online class) and do not take that class within one (1) year of registration, you forfeit all credits towards other classes. You will not be entitled to any refund. If you have properly transferred to another class, then current pricing for the new class will apply.
- E. **BOOKS, CDS, OR THOER MATERIALS**- NO REFUNDS or credits will be provided on books, CDs, or other materials. NO EXCEPTIONS.
- F. **ONLINE CLASSES AND PRODUCTS**- NO REFUNDS or credits will be provided on any online classes or productions. NO EXCEPTIONS.
- G. **INTELLECTUAL PROPERTY**-By registering for or otherwise attending or participating in a class or course we offer, you acknowledge and agree that all of our educational materials are protected by U.S. and international copyright laws. Accordingly, you are prohibited from reproducing, distributing, creating derivative works of, publicly displaying or performing those materials. In addition, you agree not to use the educational materials for any purpose other than your personal use in connection with participating in the class or course for which you have registered, attended and/or participated in. You are prohibited from using our educational materials for any other purpose, including but not limited to using the concepts and ideas embodied in those materials to create a competitive product or service, and are further prohibited from disclosing the educational materials to any third party.
- H. **STUDENT CONDUCT**- Students attending our classes are expected to act in a courteous and professional manner to other students, instructors and our staff while participating in a class. We reserve the right to refuse to permit anyone failing to comply with the foregoing policy to participate in the class. Among other things, failure to abide by this may result in your dismissal from the class and /or forfeiture of the fees you have paid. You acknowledge and agree that you are prohibited from possessing any firearms or dangerous weapons in any of our classes.
- I. **NONDISPARAGEMENT**- You agree not to utter or publish any defamatory or disparaging statements (which shall be deemed to mean a statement or utterance in written, spoken or other form that is made or issued to the media, or other entities or persons that adversely reflects on the personal or professional reputation and/or business interests and/or that portrays our company, its services, its employees or its instructors in a negative light). You and we agree that, in the event of a breach of this non-disparagement provision, actual damages will be difficult or impossible to prove with requisite precision, and that an adequate remedy at law will not exist. Accordingly, in the event of a breach of this provision, we shall be entitled to equitable relief including but not limited to a temporary restraining order, a preliminary injunction and a permanent injunction.
- J. **CANCELLATION FEE SCHEDULE: (DOES NOT APPLY TO ONLINE CLASSES)**

63HR Sales Associate-\$45	State Exam Review Class-\$35
Post 45HR-\$45	CE 14HR-\$20

Broker Pre License-\$225	Broker Post-\$50 per segment
All Packages-\$75 if no classes have started, \$0 if started	Packages-no substitutions allowed

- K. **TRANSFER POLICY/MISSED CLASSES-** Subject to paragraphs A through F above, the date and time on which you participate in a class may be changed **not later than 5:00pm on the first business day immediately preceding class start only**. Absences from classes that have state-mandated attendance requirements that exceed the state allowed limit may only be for medical reasons or for family emergencies. The student must provide supporting documentation and may be required to make up the missed hours. Students **MUST** complete the end-of-course examination within 30 calendar days of the date of their last regularly scheduled class. **Switching class dates, for any other reason after class-start will be a \$75 fee.**
- L. **ELECTRONICS POLICY- NO recording of any kind is permitted in any of the classes**, whether in person, online or otherwise. **NO electronics are allowed in the classroom**, with the exception of medical emergencies pre-approved by the instructor. Cell phones are to be put away during classes (or placed in silent mode, face down so as to prevent disruptions) and are not to be used during classes. No other electronics, including but not limited to tablets, laptops, iPads, internet connected watches, similar handheld devices, or other electronics are permitted during classes. **The foregoing rules may be less or more limited depending on the applicable instructor's policies and procedures for the applicable class.** Initial _____
- M. **CERTIFICATE CHARGES-**The completion certificate is emailed to the email address that the student supplies the CSRE office upon check in. The student takes responsibility to print this out and take it to Pearson Vue for the state exam. CSRE will not fax it to the testing center and there will be a charge of \$36.75-\$75.00 to get another email of the certificate. CSRE may use information to inform students of new classes, promotions, products and reminders through marketing/soliciting services via text, email, and mailing lists and you agree that we can provide this information to you unless and until you opt-out of receiving such communications as provided in our privacy policy. Our privacy policy is posted on our website at www.climerrealestateschool.com. Initial _____
- N. **LIMITATIONS-**CSRE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CLASSES OR INSTRUCTIONAL MATERIALS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. IN PARTICULAR, CSRE DOES NOT REPRESENT OR WARRANT THAT THE COURSE MATERIALS ARE ERROR-FREE, THAT THEY REFLECT THE LATEST CHANGES IN APPLICABLE LAW AND/OR THAT YOU WILL OBTAIN ANY APPLICABLE LICENSES AS A RESULT OF PARTICIPATING IN OR COMPLETING A CLASS OR COURSE OF INSTRUCTION. ALL INSTRUCTIONAL MATERIALS ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS.
TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM YOUR PARTICIPATION IN OUR CLASSES AND/OR USE OF OUR INSTRUCTIONAL MATERIALS. WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY MATTER RELATING TO YOUR ENROLLMENT OR PARTICIPATION IN ANY CLASS. THE MAXIMUM LIABILITY WE WILL HAVE UNDER OR IN CONNECTION WITH YOUR ENROLLMENT OR PARTICIPATION IN ANY CLASS UNDER ANY CIRCUMSTANCES SHALL BE LIMITED TO A REFUND OF THE AMOUNTS PAID TO US BY YOU. YOU AGREE THAT YOUR AGREEMENT TO THIS LIMITATION IS A MATERIAL CONDITION TO OUR WILLINGNESS TO ALLOW YOU TO ENROLL OR PARTICIPATE IN ANY CLASS OR COURSE OF INSTRUCTION THAT WE OFFER, BUT FOR WHICH WE WOULD NOT BE WILLING TO ALLOW YOU TO ENROLL OR PARTICIPATE.
- O. **ATTORNEYS FEES-** In the event of any litigation arising out of or relating to any breach or alleged breach of paragraphs G or I, the prevailing party shall be entitled to recover from the non-prevailing party any fees and costs incurred in connection therewith, including but not limited to reasonable attorneys' fees and costs.
- P. **GOVERNING LAW-** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of the choice of laws rules thereof.
- Q. **SEVERABILITY-** In the event that any part or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid for any reason, such part or provision shall be deemed modified to the minimum extent possible to make it valid and enforceable and, if such modification is not possible, such part or provision shall be deemed severed from this Agreement and in each of the foregoing cases the remaining parts and provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable law.

I agree to all terms and conditions. _____ Print Name

_____ Signature

_____ Date