

TERMS & CONDITIONS OF PARTICIPATION

TUITION & PAYMENT TERMS

- *Students enrolling in more than one program must submit a deposit for each program.*
- *Cancelled/returned checks will be subject to a \$25 non-sufficient funds fee.*
- *Students electing the Tuition & Travel Insurance for more than one program must submit a Premium for each program.*
- *Payments not made by the due date will be subject to a \$25 administrative fee.*
- *Students declining Optional Tuition & Travel Insurance should pay full tuition or deposit amount only.*

OPTIONAL TUITION & TRAVEL INSURANCE

Tuition & Travel insurance safeguards the Student's tuition and other covered expenses while traveling, provided the student cancels for a covered reason as set forth in the Description of Coverage. Students who cancel for covered reasons will be reimbursed under the plan for the non-refundable tuition paid (refundable tuition reimbursed by *LeadAmerica*) and airfare cancellation charges associated with the program. The Plan also includes coverage for Medical Protection, Baggage Protection, Trip Interruption and Delay and Emergency Assistance Services. For complete Plan details and Description Coverage please visit our website at www.lead-america.org/conferences/travelprotection or call the Plan Administrator, BerkelyCare at 1-800-453-4067, Mon - Fri 9:00am - 5:00pm (EST)), referencing policy HTP05224. The Premiums are: \$99 for 6-day or 10-day, \$159 for Ambassadors Abroad. Plan Premiums are not refundable. Should you choose not to participate in the above-described Tuition & Travel Insurance, or cancellation is not for a covered reason (a qualifying event) in the Plan, *LeadAmerica's* Cancellation & Refund Policy will apply.

CANCELLATION & REFUND POLICY

Because the operation of *LeadAmerica* programs requires extensive advanced planning, costs are incurred long before the start of the conference. Accordingly the following Cancellation & Refund Policy will apply.

Spring Conferences: For cancellations prior to and including February 15, 2009 there is a cancellation fee of \$500; after February 15, 2009 there are no refunds.

U.S. Summer Conferences: For cancellations prior to and including April 1, 2009 there is a cancellation fee of \$350; after April 1, 2009 and prior to May 15, 2009 there is a cancellation fee of \$500; after May 15, 2009 there are no refunds.

Ambassadors Abroad Conferences: For cancellations prior to and including April 1, 2009 there is a cancellation fee of \$750; after April 1, 2009 and prior to and including May 1, 2009 there is a cancellation fee of 40% of total tuition; after May 1, 2009 there are no refunds.

- Any cancellation and refund request **must** be submitted either through the *LeadAmerica* website (requires PIN) or by written notice to the Admissions Office in Boca Raton, Florida received by email, fax, U.S. Postal Service, or overnight delivery signed by the Parent/Guardian who signed the enrollment application. Additionally, if you have the Payment Protection Plan you must also immediately notify the Plan Administrator at BerkelyCare of your cancellation.
- Optional Payment Protection Plan premiums are non-refundable.
- Tuition payments will be refunded in full in the event the Student's application is not accepted or if space is not available in the selected program.
- In the event that *LeadAmerica* cancels a program, all tuition will be refunded. *LeadAmerica* shall not be responsible for any expenses incurred by student other than tuition paid.
- There is a \$50 administrative fee if the Student transfers to another *LeadAmerica* session or program after enrollment. Transfers within 60 days of the start date of the session the student is registered to attend will be subject to other terms and conditions.
- Students who are dismissed from the program for disciplinary reasons or leave the program early for any reason are not eligible for a refund. Parents are responsible for any expenses incurred for housing or transportation after dismissal.

POSTPONEMENT OR CANCELLATION OF PROGRAM

LeadAmerica reserves the right to modify, postpone or cancel a program because of safety, health or other issues including, but not limited to Acts of God, acts or omissions of government authority, compliance with government regulations or any other cause or event beyond the control of *LeadAmerica*. In the event that *LeadAmerica* postpones the program, tuition payments received prior to the postponement will be applied to the new program dates. If a student/parent elects to cancel enrollment in a postponed program, tuition will be refunded less a \$350 non-refundable fee. Any cancellation and/or request for refund must be submitted in writing according to the Cancellation and Refund Policy Schedule. In the event that *LeadAmerica* cancels a program, all tuition paid will be refunded.

STUDENTS WITH SPECIAL NEEDS

LeadAmerica encourages participation by physically challenged students. Wheelchair-equipped vehicles may be available for those with limited mobility. Additionally, certain designated sessions will be interpreted for the deaf and hard of hearing. Parents are encouraged to call *LeadAmerica* for more information and to discuss particular needs before they apply.

WAIT LIST

Applications from qualified students are processed in the order of receipt and may exceed spaces available. This is an application for participation and enrollment is contingent upon final approval by *LeadAmerica*, with whom sole discretion resides. If the Student's first choice is filled, the Student will be placed in his/her second choice of session. If the Student does not have a second choice, the Student will be placed on a wait list. Student's tuition will not be processed until such time as they are enrolled in a conference.

CODE OF CONDUCT

The Student and Parent understand that participation in *LeadAmerica* demands the highest standards of conduct and personal responsibility. The Student agrees not to use or possess tobacco, alcohol, controlled substances without prescription, weapons or firearms of any kind during the program. Additionally, the Student agrees to abide by all *LeadAmerica* rules and standards of conduct throughout the program. Further, the Student and Parent understand that *LeadAmerica* follows a zero tolerance policy. Infraction of any rule or standard of conduct may result in immediate dismissal, forfeiture of tuition and any other fees paid, loss of college credit (and related fee) and return home at the Student/Parent's sole expense. Dismissed students are not permitted to remain on campus or with the program and parents are responsible for any expenses incurred for housing or transportation after dismissal. The comprehensive *LeadAmerica* Student Code of Conduct is available at www.lead-america.org/documents and is incorporated herein by reference.

ON CAMPUS HOUSING

LeadAmerica and/or Conference Facility/University personnel (*LeadAmerica*) may enter a Student's room, without permission, for emergency purposes, for maintenance and housekeeping purposes, for fire and safety inspections, to inspect for damage, or if *LeadAmerica* has any reason to believe that a violation of a *LeadAmerica* rule, Conference facility rule, regulation, local ordinance, state or federal law or statute has occurred. General room inspections may be conducted periodically without prior notice. Students are responsible for maintaining their rooms in a clean manner. The Student will be charged for damages to, unauthorized use of, or alterations to rooms, furnishings, appliances, equipment or locks (the "Room") and for any special cleaning necessitated by improper care of the Room. All Students occupying a room jointly and severally are responsible for any and all damage and/or cleaning charges associated with that Room as well as public areas. In the event that damages or theft of University and/or Conference Facility property cannot be assigned to specific individuals the charges will be divided equally among the residents of the room, suite, floor or building at *LeadAmerica's* discretion. Additionally, students will be billed for any meal cards, access cards, or keys not returned at the checkout equal to the fee billed to *LeadAmerica* by the conference facility.

AGREEMENT, LIMITATION OF LIABILITY & RELEASE

In consideration of being accepted as a participant in a *Lead America* program (the "Conference"), the Student and Parent each release and hold harmless *Lead America*, its officers, directors, agents, employees, partners, sponsors and affiliates ("*LeadAmerica*") from and for any claim, injury, theft, loss or other liability of any kind which is caused or contributed to directly or indirectly by the Student, or which results from or during the Student's participation in the Conference. Furthermore, Student and Parent each indemnify *LeadAmerica* from and for any claim, injury or other liability of any kind which is caused directly or indirectly by the Student. It is understood that *LeadAmerica* cannot be held responsible for any acts or executive orders of any government authority, Acts of God or incidents that may occur on the part of any commercial carrier from the time the Student leaves home until the Student returns home. *LeadAmerica* will not be responsible or liable for any loss, damage, or delay resulting from any act or omission on the part of any person or company whose services are retained by *LeadAmerica* for the benefit of program participants, including but not limited to hotels, universities,

restaurants, tour agencies, on-site staff, independent contractors, employees, or transportation and travel companies, nor will *LeadAmerica* be held responsible for any act, error or omission on the part of any Conference participant(s). Additional expenses, if incurred under any of these circumstances, must be borne by the participant. *LeadAmerica* will not be held responsible for any decision made in response to any problem or situation encountered with a student. Some of the activities during the Conference will be held off-site and the Student may not be directly supervised by *LeadAmerica* at those times. In any event, liability on the part of *LeadAmerica* is specifically limited to and shall not exceed the amount of tuition paid by the Student/Parent. *LeadAmerica* reserves the right to cancel a program before the start date of a program, in which case the sole recourse shall be the refund of any deposit or monies paid to *LeadAmerica*. No statement, representation, or promise shall be binding on *LeadAmerica* unless made in writing. *LeadAmerica* reserves the right to change or modify any portion of the Conference's itinerary without notice before or after a Conference is scheduled to begin. The Student and Parent understand that the Student/Parent Agreement & Medical Consent must be signed and returned in order to participate in the Conference. Also, certain programs and/or locations require additional releases or agreements. These may be viewed in full at www.lead-america.org/documents