

ENROLLMENT APPLICATION



STEP 1: TELL US ABOUT YOU (Please Print Clearly)

LAST NAME _____ FIRST NAME _____ MI _____

STREET ADDRESS (NO PO BOXES) _____

CITY _____ STATE _____ ZIP _____

DAY PHONE _____ CELL PHONE _____

PRIMARY EMAIL (NOT SCHOOL) _____ SECONDARY EMAIL (SCHOOL OR PERSONAL) _____

LAW SCHOOL _____ DIVISION (DAY, EVENING, LLM) _____ GRADUATION (MONTH YEAR) _____

STUDENT REPRESENTATIVE _____

WHICH STATE'S EXAM? _____ WHEN WILL YOU SIT FOR THE EXAM? FEBRUARY JULY YEAR _____

STEP 2: CHOOSE YOUR PAYMENT METHOD AND TUITION

PAYING FOR BARBRI (If your employer is paying, skip to the section below)

- \$2,695 EARLY DECISION TUITION (LIMITED TIME ONLY)**
By choosing this tuition, you are committing to pay in full for BARBRI per the agreement terms on the reverse side.
- \$250 non-refundable registration fee required.
 - Tuition includes \$250 savings offered exclusively to ABA Premium Law School Members.

MUST SELECT ONE:

- not an ABA Premium member, process my premium membership (\$25)
- already an ABA Premium Law Student: Number _____
(will be charged membership fee if number not found)
- I do not wish to become an ABA Premium member and receive the exclusive savings, increase my tuition by \$250
- \$3,995 ULTIMATE DECISION TUITION (ALL-INCLUSIVE)***
Includes 5 private 1:1 bar exam tutoring sessions and access to the supplemental Final MBE Mini Review. Course material deposit and shipping and handling are also included.
- Cancel enrollment without penalty prior to receiving materials, paying in full, or the start of bar review, whichever comes first.
 - \$250 non-refundable registration fee required.
- \$3,695 REGULAR DECISION TUITION***
This option allows you to cancel your enrollment without penalty prior to paying in full.
- Cancel enrollment without penalty prior to receiving materials, paying in full, or the start of bar review, whichever comes first.
 - \$250 non-refundable registration fee required.

MUST SELECT ONE:**

- AUTHORIZED \$250 PAYMENT (MINIMUM AMOUNT)
- \$275 if processing ABA Premium Law Student membership (minimum amount)

- AUTHORIZED OTHER AMOUNT \$ _____

***If no payment amount is authorized your card will be charged the minimum amount.*



CREDIT CARD NUMBER _____

CVV# _____

EXPIRATION DATE _____

- PERSONAL CHECK # _____

***NOTE:** You will be billed separately for a \$250 refundable material deposit, a \$30 shipping and handling fee, and applicable sales tax. Except for Ultimate Decision Tuition which will be billed separately for the applicable taxes only.

MY EMPLOYER IS PAYING FOR BARBRI

- \$3,695 FIRM DECISION TUITION***
- Cancel enrollment without penalty prior to receiving materials, paying in full, or the start of bar review.
- \$3,995 ULTIMATE DECISION TUITION**
Includes 5 private 1:1 bar exam tutoring sessions and access to the supplemental Final MBE Mini Review. Course material deposit and shipping and handling are also included.
- Cancel enrollment without penalty prior to receiving materials, paying in full, or the start of bar review.

FIRM NAME _____

CITY, STATE _____

***NOTE:** Your firm will be billed for your tuition and sales tax. Some firms will pay for the shipping fee and material deposit. If not, you will be billed separately for those fees.

SIGNATURE _____ DATE _____

I have read and agree to be bound by the terms set forth in this application, including the applicable terms set forth on the reverse side hereof.

Early Decision Tuition enrollee also authorizes a credit card charge for (1) the balance (including all applicable sales tax) of his or her obligation on or after (a) November 15 for the February exam, or (b) April 15 for the July exam, and (2) for the refundable material deposit, and the shipping and handling fee noted above, or (3) applicable cancellation fees.

PAYMENT AND TUITION LOCK-IN

You lock in your BARBRI bar review tuition price upon your commitment and our receipt of a nonrefundable \$250 registration fee and, in the case of Early Decision Tuition, you promise to pay in full your balance due along with a material deposit, shipping charges and applicable sales taxes. To avoid a \$75 late fee, your full balance due (tuition, material deposit, shipping and tax) must be paid in full by April 15 for the summer bar review course or November 15 for the winter bar review course. Early Decision Tuition enrollees authorize BARBRI to charge to the credit card on file for the balance due, the material deposit, shipping charges and applicable sales taxes on or after April 15 for the summer bar review course or November 15 for the winter bar review course. Your tuition price will be locked-in for up to two years following the date of your graduation from law school.

REFUNDABLE MATERIALS DEPOSIT

Prior to receiving your course materials, you are required to pay a \$250 refundable material deposit plus shipping and handling fees. To receive a refund of your material deposit, you must return, at your expense, all of your bar review course materials to the Michigan BARBRI office by the first March 31st following your bar exam (if you took the February course) or the first August 31st following your bar exam (if you took the July course). BARBRI will refund your material deposit within 75 days after receipt of all of your materials. If you choose to keep any of your bar review materials, you forfeit your entire material deposit. Material deposit refunds can only be made to students who have paid in full for the bar review course and who have paid a material deposit.

BARBRI GUARANTEE

If you take a BARBRI bar review course for the first time for a particular state and you do not pass that state's bar exam or do not sit for that state's bar exam, you may repeat the same course online once for the same state the next time a course is offered without paying additional tuition. Your repeat course is only available for the next exam offered and does not include any upgrades, including supplemental workshops or a second set of materials. All guarantee students are entitled to new lecture handouts with their repeat course. If a new edition of materials has been released, you must pay a \$250 refundable material deposit plus shipping and handling fees to enroll in the repeat course and you will be shipped a new set of materials. If the edition of materials is the same as those used in your original course but you wish to receive another set of materials, you must pay another \$250 refundable material deposit plus shipping and handling fees before materials can be shipped to you.

ALUMNI POLICY

If you take a BARBRI bar review course in a second state or repeat a course more than once in the same state, you may take that course at the alumni price in effect at the time of taking the second state or repeat course.

LIABILITY FOR LOST, STOLEN OR DAMAGED WRITTEN MATERIALS

You must pay a \$500 charge to replace a Conviser Mini Review book, and a \$200 charge to replace any other lost, stolen or damaged volume. Lecture handout materials and supplemental study aids cannot be replaced.

CANCELLATION AND REFUNDS

You may cancel your enrollment before 12:00 (CDT) on the fifth business day following the date of this contract by delivering a written request for cancellation to [REDACTED] and receive a full refund of all payments made so long as you have not had access to any online bar review course content (including Early Start online materials), been shipped bar review course materials or attended a bar review class.

Beginning at 12:00 (CDT) on the fifth business day following the date you enter into this contract, the following cancellation and refund policies apply depending on the course enrollment option you choose:

EARLY DECISION TUITION: This course enrollment option provides you with a significant discount in exchange for your promise to pay in full for the BARBRI bar review course. You recognize and understand that BARBRI will rely upon your promise and will undertake substantial and costly commitments to prepare for your course including, but not limited to, printing materials, and contracting with faculty and classroom venues. You understand and agree that BARBRI will suffer damages if you do not fulfill your obligation to pay in full for the bar review course.

You may not cancel your enrollment once physical bar review materials have been received, including but not limited to: bar review materials and supplemental aids. If materials have not been received, you may cancel your enrollment before 12:00 (CDT) on the fifth day of your scheduled bar review session by paying a cancellation fee pursuant to the schedule below. This fee is in addition to the \$250 non-refundable registration fee. If the cancellation fee is not paid at the time of cancellation, Early Decision Tuition enrollees authorize BARBRI to charge the applicable cancellation fee to the credit card on file.

CANCELLATION FEE

BEFORE JANUARY 1 (SUMMER COURSE); BEFORE SEPTEMBER 1 (WINTER COURSE): \$ 500

JANUARY 1-31 (SUMMER COURSE); SEPTEMBER 1-30 (WINTER COURSE): \$ 750

FEBRUARY 1-28 (SUMMER COURSE); OCTOBER 1-31 (WINTER COURSE): \$ 1,000

MARCH 1 OR LATER (SUMMER COURSE); NOVEMBER 1 OR LATER (WINTER COURSE): \$ 1,500

REGULAR TUITION, FIRM DECISION TUITION OR ULTIMATE DECISION TUITION: You may not cancel your enrollment once physical bar review materials have been received, including but not limited to: bar review materials and supplemental aids. If materials have not been received, you may cancel your enrollment before 12:00 (CDT) on the fifth day of your scheduled bar review session and receive a refund of all monies paid less your \$250 non-refundable registration fee by delivering a written request for cancellation to [REDACTED] in the case of Ultimate Decision no partial refunds or transfers will be granted for any unused tutoring hours or unused Final MBE Mini Review.

Except as provided above, no refunds will be granted after the fifth day of your bar review class. All refunds will be issued within 75 days of BARBRI's receipt of your written notice of cancellation.

COURSE LOCATION

Locations are subject to availability and depend upon sufficient student interest. Seating may be limited. Your course location selection cannot be confirmed until your final semester of law school and your account is paid in full. Location reservations are processed in the order of receipt. Class schedules and locations are subject to change and/or cancellation.

COURSE TRANSFER AND POSTPONEMENT

If requested before 12:00 (CDT) on the fifth day of the originally scheduled bar review session, and if you have not been shipped bar review course materials, attended a bar review class, or accessed online bar review content, you may transfer this enrollment and all payments made only one time to a different BARBRI jurisdiction or later session in the same jurisdiction. You will be subject to the recipient jurisdiction's taxes and BARBRI's tuition, terms and conditions in the recipient jurisdiction.

COPYRIGHT

You acknowledge that BARBRI owns all rights, title and interest in and to all lectures and course materials, all of which are protected by copyright laws and shall not be shared, sold, copied, recorded or reproduced by you by any means for any purpose.

ASSIGNMENT

You may not assign this contract or any of your rights hereunder.

DEFAULT

If you default on any part or all of your obligations arising from this contract, you are liable for all losses suffered by BARBRI in connection with such default. BARBRI also reserves the right to terminate your enrollment for any reason.

AMERICANS WITH DISABILITIES ACT (ADA)

BARBRI complies with the Americans with Disabilities Act of 1990 and provides appropriate auxiliary aids and services to students with disabilities. If you have a disability & want to request an accommodation under the ADA, please ask for a "Request for Accommodation" form. Requests must be made at least 90 days before the course begins to ensure timely receipt of course materials.

DISCLAIMERS AND LIMITATION OF LIABILITY

BARBRI MAKES NO WARRANTY OR REPRESENTATION AS TO THE SUITABILITY OR QUALITY OF ITS SERVICES OR MATERIALS AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANYTHING DONE OR OMITTED IN RELIANCE UPON ITS SERVICES OR MATERIALS. YOU SHALL HAVE SOLE RESPONSIBILITY FOR FULFILLING ANY REQUIREMENTS OR ACCOMPLISHING ANY OBJECTIVES FOR WHICH YOU PURCHASED ANY OF BARBRI'S SERVICES OR MATERIALS. BARBRI EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY WAIVE, ALL IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL BARBRI BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES EVEN IF BARBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO CASE SHALL BARBRI'S LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$250.

ARBITRATION AND CLASS/COLLECTIVE ACTION WAIVER

ANY AND ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, OTHER THAN DISPUTES RELATING TO INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING WHETHER THE DISPUTE IS ARBITRABLE AND THE SCOPE OF THIS ARBITRATION AGREEMENT, SHALL BE FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY A SINGLE ARBITRATOR UNDER THE THEN-APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE GOVERNED BY AND CONSTRUED BY FEDERAL LAW TO THE FULLEST EXTENT POSSIBLE AND, WHERE NO FEDERAL LAW EXISTS, THE LAWS OF THE STATE OF TEXAS. UNLESS OTHERWISE AGREED BY THE PARTIES, THE ARBITRATION SHALL TAKE PLACE IN THE LARGEST CITY WITHIN 100 MILES OF YOUR LAW SCHOOL OR PERMANENT RESIDENCE, AS AGREED BY THE PARTIES, AND THE INITIAL FILING FEE ASSOCIATED WITH ANY ARBITRATION WILL BE BORNE BY BARBRI. JUDGMENT ON THE ARBITRAL AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. YOU AND BARBRI EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUIT, ACTION, CLAIM, OR PROCEEDING SUBJECT TO THIS PROVISION.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHOULD YOU WISH TO INITIATE A LEGAL ACTION AGAINST BARBRI, YOU WAIVE ANY RIGHT OR ABILITY TO BE A CLASS OR COLLECTIVE ACTION REPRESENTATIVE OR TO OTHERWISE PARTICIPATE IN ANY PUTATIVE OR CERTIFIED CLASS, COLLECTIVE OR MULTI-PARTY ACTION OR PROCEEDING BASED ON SUCH A CLAIM IN WHICH BARBRI OR A RELATED ENTITY IS A PARTY. THE SAME APPLIES TO BARBRI'S LEGAL ACTIONS AGAINST YOU. THUS, YOU AND BARBRI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. FURTHER, UNLESS BOTH YOU AND BARBRI AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER A REPRESENTATIVE OR CLASS PROCEEDING.

MISCELLANEOUS

This contract constitutes the entire agreement between BARBRI and you and supersedes any previous communications, representations or agreements between you and BARBRI (including, without limitation, any BARBRI student representative), whether oral or written. Representations, whether oral or written, made by any person, including a BARBRI student representative, that purport to modify any term of this contract, shall be of no effect. If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect. Your failure to exercise any of your rights under this contract will constitute or be deemed a waiver or forfeiture of those rights.

GOVERNING LAW

All matters arising out of or relating to this application are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

NOTICE TO LOUISIANA APPLICANTS

Payment information: \$150 of your \$250 registration fee is non-refundable.

NOTICE TO NEVADA APPLICANTS

Modified cancellation and refund terms apply. View at [REDACTED]