

**WAC 490-105-043 Enrollment agreement requirements.** (See RCW 28C.10.050 (1)(d).) An enrollment agreement is any agreement that creates a binding obligation to purchase a course of instruction from a school. Each school must use an enrollment contract or agreement that includes:

(1) The school's cancellation and refund policy, in accordance with WAC 490-105-130, displayed in a type font size no smaller than that used to meet any other requirements of this section.

(2) The following statement: This school is licensed under chapter 28C.10 RCW. Inquiries, concerns, or complaints regarding this school can be made to the Workforce Board, 128 10th Avenue S.W., Olympia, Washington, 98501, 360-709-4600, web: [www.wtb.wa.gov](http://www.wtb.wa.gov), email: [workforce@wtb.wa.gov](mailto:workforce@wtb.wa.gov).

(3) Information that will clearly and completely define the terms of the agreement between the student, the school, and the student's sponsor, if applicable. The enrollment agreement must include at least the following:

(a) The name and address of the school and the student;

(b) The name and address of the sponsoring agency or business, if applicable;

(c) The program or course title as it appears in the school's catalog, date training is to begin, and the number of hours or units of instruction or lessons for which the student is enrolled;

(d) An itemization of all charges, fees, and required purchases being incurred by the student or his/her sponsor in order to complete the training. The student enrollment agreement must also contain the sources and methods of payment and/or payment schedule being established;

(e) Language explaining that the agreement will be binding only when it has been fully completed, signed and dated by the student and an authorized representative of the school prior to the time instruction begins; and

(f) A statement that any changes in the agreement will not be binding on either the student or the school unless such changes have been acknowledged in writing by an authorized representative of the school and by the student or the student's parent or guardian if he/she is a minor.

(4) A "NOTICE TO THE BUYER" section which includes the following required statements in a position above the space reserved for the student's signature:

(a) Do not sign this contract before you READ IT or if it contains any blank spaces. This is a legal document.

(b) All pages of the contract are binding. READ both sides of all pages before signing. You are entitled to an exact copy of the contract, school catalog, and any papers that you sign and are required to sign a statement acknowledging receipt of those.

(c) If you have not started training, you may cancel this contract by providing written notice of cancellation to the school at its address shown on the contract. The notice must be postmarked no later than midnight of the fifth business day (excluding Saturdays and Sundays) following the signing of this contract or the written statement may be personally or otherwise delivered to the school. If there is a dispute over timely notice, the burden to prove service rests on the student.

(d) It is an unfair business practice for the school to sell, discount, or otherwise transfer this contract without the informed written consent by handwritten signature of the student or his/her fi-

nancial sponsors and a written statement notifying all parties that the cancellation and refund policy still applies.

(5) For education or training sponsored (in whole or in part) by a business or agency, a separate addendum must be signed by the student, the school, and the sponsoring agency or business. The addendum will be provided by the workforce board and contain statements detailing the responsibilities of each party.

(6) Attached to each contract must be a form provided by the agency that contains statements relating to the student's rights and loan repayment obligations; and the school's responsibility to counsel the student against incurring excessive debt; the addendum must be signed by the school and the student.

(7) Attached to each contract must be a form provided by the agency that contains statements relating to student's rights to file a complaint and the process and procedures to follow; the addendum must be signed by the school and the student.

(8) The school must provide all students with a copy of the signed enrollment agreement, and any other papers they sign.

(9) Any other information the agency deems appropriate.

[Statutory Authority: RCW 28.10.040 [28C.10.040]. WSR 15-24-088, § 490-105-043, filed 11/30/15, effective 12/31/15.]