



# USMLEagle Prep, LLC Terms and Policies

USMLEagle Prep, LLC  
1800 Pembroke Suite 100  
Orlando, Florida 32810  
**Enrollment Contract**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned acknowledges, understands and agree as a condition for the admission, payments, fees and other charges provided for in as well as all remaining terms and conditions of this contract follows:

A. **USMLEagle Prep, LLC is a Florida-S Corporation:**

The program exist as a private business entity, a for profit organization based on the Socratic methods of teaching/preparing student with an intense review for the United States Medical Licensing Exam (USMLE) and operated under control, guidelines, guidance and policies of the Program Director.

B. **Standards, Policies, Procedures:**

The student further agrees that a positive relationship between the program and the student's parent(s) / guardian(s) interacting with the program is essential to the mission of the program. Thus, the program reserves the right to suspend, expel, remove or otherwise dismiss the student if the Program Director concludes in his/her sole discretion that the actions of the parent(s)/guardian(s) or other person(s) interacting with the Program and/ community by virtue of their relationship with the student impede the Program's to meet its educational objectives or mission or make a positive or constructive relationship impossible.

In the event that the student violates or not meets the standards, policies and procedures, the student may be subject to appropriate disciplinary action including, but not limited to, suspension or expulsion or dismissal from the program. The undersigned hereby acknowledge and agrees that the Program has the authority to establish from time to time reasonable standards, policies and procedures to be followed by the student or the undersigned. The student agrees to comply with such standards, policies and procedures as the program may promulgate. The Program agrees to provide said student the right to attend classes, participate in program related activities and to use school facilities, subject to the provisions of this contract and the standards, policies and procedures of the program.

C. **Cleaning Fee:**

Student agrees to pay non-refundable \$100 Cleaning Fee upon arrival. All belongings property of USMLEagle Prep LLC, including all keys/gate/gym passes must be properly returned and in their rightful place.



D. **Withdrawal/Liquidated damages:**

In the event that a student is voluntarily withdrawn after execution of this enrollment agreement the undersigned shall be responsible for the entire amount of the tuition for the forth coming program selected (3,5, or 9 week or Extension Program) after the first week of class as liquidated damages. The Parties acknowledge that at the time that this Enrollment Agreement is entered into, the Program's actual damages in the event of a breach by the undersigned are uncertain and are not reasonably susceptible to calculation. In light of the uncertainty of the actual damages that the Program will suffer in the event of a breach, the Parties intend for the foregoing liquidated damages to act as a reasonable estimate of the Program's actual damages, are intended as just compensation for the breach, and do not constitute a penalty for voluntary or involuntary withdrawal. Exceptions to this policy may in the Program Director's sole discretion where withdrawal is occasioned by a financial hardship caused by major medical expense or loss of employment. Such exceptions will be made on a case by case basis, and the undersigned acknowledge and agree that under no circumstances will the Preparatory Program be obligated to waive or otherwise forfeit its entitlement to the liquidated damages contemplated herein. However, in any event where a student is expelled from the program for any reason, the full amount of tuition set forth herein shall remain due and payable by the undersigned, as liquidated damages, and any amounts paid shall be deemed forfeited. The undersigned acknowledge that the Program will not give up any of the Program's rights under this Enrollment Agreement unless the Program expressly does so in writing. The fact that the Program delays omits enforcement of any right hereunder shall not be deemed a waiver of the Program's right to do so in the future. The undersigned further agree that if the Program does release a party from financial responsibility in one instance, the undersigned shall still be required to obtain written agreement from the Program to waive enforcement of that right in any other instance. The undersigned also acknowledges that he/she/they are entering into this Enrollment Agreement jointly and severally, and this Enrollment Agreement is not related to, contingent upon, or affected by any Enrollment Agreements entered into by any party on behalf of any other student at the Program.

E. **Failure to Pay:**

If the undersigned fail to pay tuition, fees or any finance charge thereon at the times when due, the Program reserves the right without notice, to remove the student from the program premises, to refuse to allow the student to attend any classes and/or take exams, and to pursue collection of the full amount of tuition, finance charges referenced below to be determined in the Program's sole discretion. The program has the right to withhold student records, reports, schedules, for failure of the undersigned to pay tuition, fees, finance charges or any other charges, or bills until tuition is paid in full. In the event that the undersigned fails to pay tuition, fees, or any finance charge thereon, the program will charge interest from the date the bill is due without any prior notice from the Program to the undersigned, and also after any judgment which may be entered against the undersigned and in favor of the Program at the "Default Rate" until paid in full. The Default rate shall be a rate of interest of equal to or greater of 18% per year or the highest rate allowed by law until paid in full. If the contract is put into the hands of the attorney for collections the undersigned, jointly and severally agrees to pay cost of attorney associated with



the said collection, including but not limited to costs and attorney's fees incurred during pre-suit, trial and all appellate levels.

F. **Force Majeure Event:**

The Program's duties and obligations under Contract shall be suspended immediately without notice during all periods that the Program is closed because of force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, epidemic, pandemic, hurricane or any other event beyond the Program's control. If such event occurs, the Program's duties and obligations in this Contract will be postponed until such time as the Program, in its sole discretion, may safely reopen. Such force majeure events as described in this paragraph shall have no effect on the obligation of the enrolled to pay the full amount of tuition due under the Contract. All such financial obligations created by the Contract shall remain in full force and effect.

G. **Miscellaneous Provisions:**

The undersigned acknowledge and agree that this Contract shall be construed in accordance with and shall be governed by the laws of state of Florida. USMLEagle Prep, LLC and undersigned hereby agree that, in the event of any litigation or other formal or legal proceedings between any Parties hereto or affiliated, is instituted in connection with the construction, enforcement, and interpretation of this Contract, the party commencing such litigation shall be required to institute the same in the Ninth Judicial Circuit Court in and for the Orange County, Florida or the U.S. District Court, Middle District of Florida, Orlando Division, where an appropriate basis for federal jurisdiction is present. The Parties hereto hereby consent to the exclusive personal jurisdiction and venue in the Ninth Judicial Circuit Court in and for Orange County, Florida or the U.S. District Court, Middle District of Florida, Orlando Division for resolution of all disputes arising out of the construction, interpretation, or enforcement commenced as provided for herein constitutes an inconvenient forum.

Upon any lawsuit brought by the Program to enforce the terms of this contract, the undersigned, jointly and severally, agree that they will be liable for reasonable attorney's fees and court costs in addition to all relief given to the Program by the court.

To the extent permitted by law, the Parties to this Contract agree to and do hereby irrevocably waive all right to a trial by jury in any action, preceding or counterclaim brought by any party against the other on any matters whatsoever arising out of or in any way connected with this Contract.

It is hereby agreed that if any provision or portion of this Contract shall be held illegal, invalid, unenforceable or void by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain enforceable and valid, and such holding shall not diminish the validity or enforceability of any other provision hereof. No right or remedy herein conferred or reserved is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of any right or remedy.

Failure of any party at any time to require performance by any other party of any provision, hereof shall not be deemed a continuing waiver of that provision, or a waiver of any provision of this Contract, whether or not of the same or similar nature.

The Program may, in its sole and absolute discretion, assign this Contract without notice or consent from the undersigned. The undersigned may not assign any rights or duties under this Contract without proper written consent of the Program, which assignment shall not be unreasonably withheld.



#### H. **Limited Liability & Disclaimer:**

This site, the information, contents, graphics documents and other contents included herein are provided on an “AS IS” and AS Available basis with all faults and without any warranty of any kind. USMLEagle Prep does NOT warrantee that the website, products or services:

- Will be Uninterrupted
- Free of errors, inaccuracies or defects

USMLEagle Prep Program further

- Disclaims any implied warranties
- Makes no warrantees other than those expressed in the Terms of Agreement

The Program is not liable for any lost, damages or stolen belongings a student brings to the program. Any personal belongings or items should be kept or safeguarded by the student and kept with the student at all times.

#### I. **Tuition Fees/ Terms**

***Tuition Fees (Includes Housing) are listed as Follows:***

- 3 week course is \$3,990
- 5 week course is \$5,990
- 9 week course is \$9,990

***Tuition Fees Include:***

- One Diagnostic Exam (NBME ®)
- Assessment of strengths & weaknesses by Program Director
- Drills Sessions (Pathology, Pharmacology, Microbiology)
  - Step 1, 2 or 3
- Tutoring
  - 3 Week Program [2 sessions per week]
  - 5 Week Program [3 sessions per week]
  - 9 Week Program [2-3 sessions per week]
- Test taking skills, techniques and strategies
- Use of computer Labs and study areas at the facility
- Housing
  - Students share 3 bedroom Condo
  - Fully furnished (including internet)
- Lectures on Systems Based Physiologic Concepts/ Internal Medicine (Steps 1, 2 or 3)
  - Cardiology, Respiratory, Renal, Endocrinology, Reproductive
  - Immunology, Rheumatology/Musculoskeletal
  - Biochemistry/Molecular/Hematology/Oncology, Biostatistics
  - Gastroenterology, Neurology, Psychiatry
- Step 2 or Step 3
  - OB/GYN, Surgery, Psychiatry, Dermatology, Ophthalmology
- Step 3
  - CCS- Computer Based Simulations
    - 1 or 2 sessions per week



J. **Refund Policy:**

If you wish to postpone your curriculum or extend your studies past the expiration date of your selected course (3, 5, 9 weeks or Extensions), you may do so based on the policies and fees in effect at that time. Please speak with a center administrative staff representative to determine your options. If you are unable to start or to complete your course, or in the event your enrollment is terminated, we offer the following refund policies.

Please note that these policies are based on the education regulations and laws in the state of Florida (see Section G). You may contact the center manager if you require additional case specific information. All requests for refunds must be made in writing prior to the expiration date. To be eligible for a refund, all course materials, housing keys, class drill packets (Pharmacology & Pebbles) must be returned. Please NOTE: Seat Deposit Fee is non-refundable. In event a third party paid the tuition cost, any refund will be issued to the third party.

**Seat Deposit:**

Seat deposit of \$1000 is non-refundable should the student decide not to attend the course. Please note: We do not accept American Express credit cards

If student is paying online, payment must be made prior to arrival. If student pays by check/cash/money order, payment is due on their first day at the program.

**Tuition is Non-refundable except as follows:**

- 1) A **full refund** will be issued before the student arrives at the course **minus \$1000** administrative fee/seat reservation cost.
- 2) If a student decides to leave the program on the **first day** the program begins, that student will be returned **75%** of the tuition they paid.
- 3) If a student decides to leave the program during the **second day** the program begins, that student will be returned **50%** of the tuition they paid,
- 4) If a student decides to leave the program during the **third day** the program begins, that student will be returned **25%** of the tuition they paid.
- 5) There shall be **NO REFUNDS** after the end of the **third business day** from the selected program start date. All refunds will be mailed out 6-8 weeks after notice.
- 6) **Extension prices** are made available to students that intend to stay beyond the selected programs (4, 7, 10 weeks or Extensions) –NOTE: **NO REFUNDS** will be issued to a student extending beyond the third business day of the selected program.

K. **Late/Returned Checks/Chargebacks:**

A non-refundable late charge of \$50 will be assessed for payments not received on the first day of the program. If the student is extending their stay at the program, the payment must be made by the first day of the extension or a non-refundable late charge of \$50 will be assessed each day. A late returned check charge of \$30 will be assessed for each instance of a check returned by a bank (in addition to any finance charges that may incur). All such late/returned check charges are not applicable to tuition and are non-refundable. Stop Payments will activate Failure to Pay [Section E]. Student acknowledges their obligation to pay the fees/dues in full by the Program start date. If the student elects to pay by credit card, he/she waives the right for a chargeback (see Refund Policy above [Section J] and



Failure to pay statement [Section E]). Attempting to receive services without payment is considered a fraudulent activity and will be reported to the appropriate authorities. Payment is to be rendered in full before the start date of the Program.

L. **Student Code of Conduct:** As part of USMLEagle Prep's commitment to our student's success, we strive to facilitate an optimal learning environment and expect students to conduct themselves in a manner that is considerate of those around them. USMLEagle Prep adheres to the utmost professional setting. Those failing to meet student conduct standards may be subject to disciplinary actions, including but not limited to termination without refund. Inappropriate classroom conduct includes but is not limited to:

- 1) disruptions to the learning environment
  - use of profanity
  - harassment
  - cell phone use in classrooms
  - smoking
  - use or possession of illicit medications/drugs, etc.
- 2) deliberate destruction, misuse, or theft of
  - USMLEagle's property or
  - the property of fellow classmates
- 3) violence or threats of violence toward
  - persons or
  - property of students or
  - USMLEagle Prep's staff
- 4) improper use of
  - email and
  - Internet access
  - computer labs
  - study areas

M. **Acknowledgements:**

We, the undersigned, have read this Contract and understand and agree to all of the terms, conditions, and obligations.



**N. Consent and Release:**

By clicking the "Payment" button, you are stating that:

- 1) You have READ, acknowledge and agree with the terms, conditions and policies in their entirety.
- 2) You acknowledge that you have enrolled in the program for the sole purpose of test preparation and NOT at the direction of any test preparation competitor.
- 3) You understand that USMLEagle Prep services does NOT Guarantee
  - A passing grade on the USMLE ®
  - Acceptance to any residency program or medical school
  - A letter of recommendation
  - Job placement
- 4) You are authorizing a USMLEagle Prep, LLC representative to charge your credit card in accordance to the program selected (4, 7, 10 week or Extensions)
- 5) You understand and agree to be bound to the terms and conditions of the agreement.
- 6) A copy of this contract may be printed for your records.
- 7) A copy of the terms and policies will be provided to you before Diagnostic exam is started on Day 1 of selected program .This copy provided at the center will require a full name signature, date , program selected, start and end dates as follows:  
Student Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Program Selected: \_\_\_\_\_  
Program Start Date: \_\_\_\_\_ Program End Date: \_\_\_\_\_