



# State of Utah

DEPARTMENT OF COMMERCE  
DIVISION OF CONSUMER PROTECTION

## POSTSECONDARY PROPRIETARY SCHOOL REGISTRATION FORM

- Initial Registration Fee:** \$500 (Non-refundable)
- Renewal Registration Fee:** 1% of the gross tuition income of registered programs during the previous year, except that the fee may not be less than \$500 or more than \$2,500 (Non-refundable)

\_\_\_\_\_  
Applicant's Name  
*(This should be the legal name of institution that is registering.)*

\_\_\_\_\_  
DBA if applicable

\_\_\_\_\_  
Date of Application

OFFICE USE ONLY	
Date Issued:	_____
Permit Number:	_____
Approved:	_____
Denied:	_____
Review Expiration:	_____
Permit Expiration:	_____
Amount of Fee:	_____
Surety Exempt:	_____
Amount of Surety:	_____
Withdrawn/Dissolved:	_____
Receipt Number:	_____

Please mark the appropriate box:

INITIAL  
REGISTRATION

RENEWAL  
REGISTRATION

Check here if there has been a change in ownership of the school since last application was submitted.

**Important notice regarding business confidentiality claims pursuant to the Government Records Access and Management Act:** If you wish to make a claim of business confidentiality with respect to any information in this application or with respect to records you provide to the Division, please be aware of the following law: "Any person who provides to a governmental entity a record that the person believes should be protected under 63G-2-305(1) [trade secrets] or (2) [commercial information or non-individual financial information] or both Subsections 63G-2-305(1) and (2) shall provide with the record: (A) a written claim of business confidentiality; and (B) a concise statement of reasons supporting the claim of business confidentiality.

If you have any questions, please contact the Division at (801) 530-6601.

**Please make application fee payable to the State of Utah**

Please return the completed application form to:

**Department of Commerce  
Division of Consumer Protection  
160 East 300 South, 2<sup>nd</sup> Floor  
Box 146704  
Salt Lake City, Utah 84114-6704**

1) Applicant's Name: \_\_\_\_\_

2) Applicant's Address (Physical Location of School):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

3) Applicant's Mailing Address:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Website or web address homepage: \_\_\_\_\_

4) Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

5) Does the applicant operate at other sites than the address stated above?  Yes  No

A. If "yes", a separate application for each physical campus operating in Utah must be filed.

6) Does the applicant have a parent organization?  Yes  No

A. If "yes", please indicate the following

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

7) Type of Organization:

For Profit Corporation

Non-profit Corporation

Partnership

Limited Liability Company

Sole Proprietor

Other \_\_\_\_\_

8) Please provide the following dates:

A. Commencement date of Applicant's operation:

\_\_\_\_\_  
Month

\_\_\_\_\_  
Year

B. Commencement and ending dates for Applicant's program(s) during current school year:

\_\_\_\_\_

9) **Registration fees:**

A. Total tuition and fee income received by the Applicant during the 12 month period of preceding the date of this application (not including books and supplies purchased by students)	\$
B. Total amount refunded to students during the same period	\$
C. Gross tuition and fee income less refunds [Line A minus Line B]	\$
D. Multiply line C by .01	\$
E. Amount of registration fee (rounded to the nearest \$100, with a minimum fee of \$500 and a maximum fee of \$2,500.)	\$

10) **Fiscal Responsibility:**

- A. For a proprietary school that has not operated long enough to complete a fiscal year submit **both**:
- (i) Pro forma financial statements until information are available; and
  - (ii) A commercial credit report for the proprietary school and a consumer credit report for each individual with an ownership interest in the proprietary school. **(Complete Exhibits 5 & 6)**
- B. For a proprietary school that has completed a fiscal year or as soon as the proprietary school completes its first fiscal year submit a current financial statement, with applicable footnotes, for the most recent fiscal year, including a balance sheet, a statement of income, a statement of retained earnings, and a statement of cash flow; and one of the following:
- (i) A certified fiscal audit of the proprietary school’s financial statement, performed by a certified or licensed public accountant;
- Or**
- (ii) A commercial credit report for the proprietary school and a consumer credit report for each individual with an ownership interest in the proprietary school. **(Complete Exhibit 6)**

11) **Exemption for surety requirement is requested:**  **Yes**  **No**

If “yes,” indicate the reason for the request and provide copies that support the criteria.

The total cost per program is \$500 or less. The total cost per program is: \$\_\_\_\_\_

**Or**

The length of each program is less than one month. The length of each program is: \_\_\_\_\_

12) **Amount of Surety:**

- A. For **Initial Applications**, determine the amount of surety according to the projected number of students that are expected to enroll during the first year of operation.

Number of Students	Amount of Surety
More than 100	\$187,500
50 to 99	\$125,000
1 to 49	\$62,500

Institutions that submit evidence acceptable to the Division that the school's gross tuition income from any source during the first year will be less than twenty-five thousand dollars (\$25,000) may provide a surety of twelve thousand, five hundred dollars (\$12,500) for the first year of operation.

**Surety Amount \$\_\_\_\_\_**

B. For **Renewal Applications**, determine the amount of surety according to the worksheet below:

a. Total tuition and fee income	\$
b. Amount refunded to students	\$
c. Gross tuition less refunds (line a minus line b)	\$
d. Multiply line "c" by .25	\$
e. Surety Amount (rounded to the nearest \$1,000)	\$

The minimum amount of surety to be submitted annually after the first year of operation will be based on 25% of the annual gross income from the registered programs for the previous year rounded to the nearest \$1,000 with a minimum amount of \$12,500 and the maximum of \$300,000.

**Surety Amount \$** \_\_\_\_\_

**13) Surety Requirement:**

A. Mark the appropriate box indicating the type of surety being provided in satisfaction of U.C.A.§13-34-107. Forms for Surety are available online at: [www.dcp.utah.gov](http://www.dcp.utah.gov)

**Bond**

**Letter of Credit**

**Certificate of Deposit**

Attach an original copy of the required performance bond, irrevocable letter of credit or certificate of deposit from a Utah depository, payable to the DIVISION OF CONSUMER PROTECTION/STATE OF UTAH. An applicant is considered to be in compliance with this section only if the proof of surety is current.

B. If applicable, submit an original **Surety Bond**, please indicate the following:

Date of bond: \_\_\_\_\_ Bond expiration date: \_\_\_\_\_

Name of Surety Company: \_\_\_\_\_

Physical address of Surety Company: \_\_\_\_\_

Telephone and facsimile number of Surety Company: \_\_\_\_\_

Registered on Treasury list:  Yes  No

C. If applicable, submit an original copy of an **Irrevocable Letter of Credit** or **Certificate of Deposit**, indicate the following:

Date of letter of credit: \_\_\_\_\_ Letter of credit expiration date: \_\_\_\_\_

Date of certificate of deposit: \_\_\_\_\_ Certificate of deposit expiration date: \_\_\_\_\_

Name of Utah Bank: \_\_\_\_\_

Address of Utah Bank: \_\_\_\_\_

Telephone and facsimile number of Utah Bank: \_\_\_\_\_

14) Representations regarding its license status: (Attach copies for all items checked 'Yes')

- A.  Yes  No The applicant has duly filed the applicable articles of incorporation or articles of organization with the appropriate agency.  
State of organization: \_\_\_\_\_ Date of organization: \_\_\_\_\_
- B.  Yes  No The applicant has duly filed with the Utah Division of Corporations and Commercial Code the documents necessary for authority to transact business in the State of Utah.
- C.  Yes  No The applicant has a current municipal or county business license.
- D.  Yes  No The applicant has additional licenses. Specify type: \_\_\_\_\_  
State of organization: \_\_\_\_\_ Date of organization: \_\_\_\_\_
- E.  Yes  No The applicant is in compliance with all codes relative to the safety and health of all persons who come upon the premises. If No, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15) Is one of the goals of your program to have your students satisfy the education requirements for licensure by the Division of Occupational and Professional Licensing (DOPL) or other licensing agency?  Yes  No

- A. If "yes," provide the following information:
  - (1) Type of license: \_\_\_\_\_
  - (2) Agency that will issue the license: \_\_\_\_\_
  - (3) Evidence that your curriculum has been reviewed and approved by DOPL or other licensing agency.
  - (4) Evidence that your instructors are licensed by DOPL or other licensing agency to practice the occupation or profession that is taught.

16) Attach a copy of the "declarations page" of Applicant's current liability or professional liability insurance policy showing the amount for which Applicant is insured to protect its assets, the location that is covered by the insurance and the expiration date of the policy.

17) Attach a copy of each advertisement used by applicant in telephone directories, newspapers, magazines, television, radio, the Internet or direct mail, including promotional flyers and bulletins or other forms of media.

18) Has the Applicant or an owner, officer, director, or administrator of the applicant violated any laws, federal regulations or state rules as determined in a criminal, civil, or administrative proceeding?

Yes  No

- A. If "yes," identify the name and title of the individual involved and explain in detail the nature of the proceeding, the date, the location and current status (use additional sheets if necessary or attach copies of relating documents) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19) Please identify the Applicants Partners, Principals, Members, Officers and Directors (attach additional directories if necessary).**

Name	Title	Address	Telephone Number

**20) Please identify the Applicant's faculty and/or staff (attach additional directories if necessary).**

Name	Title	Address	Telephone Number

**21) Type of Programs offered:**

- |  |  |
|--|--|
| <input type="checkbox"/> In-state        | <input type="checkbox"/> Non-degree granting           |
| <input type="checkbox"/> Out-of-state    | <input type="checkbox"/> Independent Study or Internet |
| <input type="checkbox"/> Degree granting | <input type="checkbox"/> Resident                      |

**22) Provide information regarding the program(s) offered by the Applicant and the corresponding success rates. If additional space is needed please submit an attachment including the following fields:**

Titles of Programs	Location of program offered	Credential Awarded	Credit/ Clock Hrs	Number of Current Students	Total Cost of Program

**B. Catalogs or Student Information Bulletins:**

Attach a copy of your current catalog or student information bulletin, containing the institution’s name, address, telephone and fax numbers; the Division’s registration and disclaimer statements, the institution’s ownership, staff, faculty, programs offered; type of employment for which programs will prepare students; beginning and ending dates of programs; policies governing student admission, conduct, standards of progress, termination, tuition and fees, payment plans, refunds, and placement. **(For instructions regarding your catalog see Exhibit 2.)**

**C. Enrollment Agreements:**

Attach a copy of your enrollment agreement stating the name, address, telephone and fax numbers of your institution; the Division’s registration and disclaimer statements; section for student’s name, address, telephone, social security number, and other applicable information; programs offered; type of employment for which programs will prepare students; beginning and ending dates of programs; policies governing student admission, conduct, standards of progress, termination, tuition and fees, payment plans, refunds, and placement; signature and date lines for both the enrolling student and the institutional admissions officer. The enrollment agreement may be included as an attachment in the school’s catalog or bulletin. If so, it must include the refund policy. **(For instructions regarding enrollment agreements see Exhibit 3.)**

**D. Institution Credentials (Certificates, Diplomas, and/or Degrees):**

Attach a sample copy of each certificate of completion, diploma, or degree that is issued upon completion of each of the programs to be offered by Applicant.

**E. Maintenance of Student Records:**

(a) The undersigned certifies that the Applicant will maintain for a period of ten years at a minimum copies of all students’ transcripts containing the following items:

(i) A completed enrollment agreement containing the information required in Item 18C above.

(ii) Records of tuition, fees, and/or loan payments.

(iii) A grade transcript form with the school’s name, address, telephone and fax numbers. This form must contain blanks for the student's name, address, telephone, programs in which student was enrolled, the student’s beginning and completion or drop dates; each class attempted and ending grade thereof; the final grade earned (A, B, C, D, F, I or W or Pass/Fail); the number of clock or credit hours completed, and the certificate, diploma, or degree awarded. At the bottom of the grade transcript should appear the following statement: “Certified true and accurate”. This statement must be followed with blank lines for the signature, title, and date for the school official issuing the transcript. A blank copy of your student transcript must be attached. **(For instructions regarding grade transcripts see Exhibit 4.)**

(b) The undersigned certifies that in the event of its closure, the Applicant will contact the Division of Consumer Protection for instructions regarding the permanent archiving of all student files.

**F. Disclosure statement**

Enclose a copy of the disclosure statement that, pursuant to U.C.A § 13-34-108, is provided in writing to each applicant prior to the applicant's enrollment or the receipt of any tuition by the school. **To assist the registration process, highlight the required information below:**

- a) The school's name, address and location;
- b) The school's facilities, faculty, training equipment and instructional programs;
- c) Enrollment qualifications;
- d) Accurate information regarding the relationship of any program to state licensure requirements;
- e) Tuition, fees or other charges and expenses;
- f) Financial assistance, cancellation, and tuition refund policies;
- g) A description of the surety bond, certificate of deposit, or letter of credit posted with the Division;
- h) Length of programs;
- i) Graduation requirements; and
- j) Graduation and employment rates for each of the immediately preceding three years.

The undersigned has executed the foregoing document and, under penalties of perjury, certifies that the information provided herein is true and correct.

DATED: \_\_\_\_\_

APPLICANT: BY \_\_\_\_\_  
ITS

**VERIFICATION**

STATE OF \_\_\_\_\_)  
: ss  
COUNTY OF \_\_\_\_\_)

The undersigned, being first duly sworn upon oath, deposes and states as follows: 1) that the undersigned has signed the foregoing application on behalf of the Applicant as its authorized officer or agent and as such is personally familiar with the statements made in herein; 2) that the undersigned has read the statements made herein; 3) that to the best of his/her knowledge the statements are true and correct; and 4) that should circumstances result in any modification of the content of this application or attachments thereto, the applicant will advise the Division; 5) that should the Applicant cease its operation for any reason, it will inform the Division of such action and surrender the Certificate of Registration, along with the student files; and 6) that the Applicant understands that failure to abide by the Division's rules may result in denial or withdrawal of registration authority to operate a postsecondary proprietary school in the State of Utah.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
AFFIANT  
[Signature before Notary Public is required.]

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:



**Exhibit 2**

**INSTRUCTIONS FOR PREPARING CATALOGS**

A copy of your catalog must be filed with your initial application and subsequent renewal applications. The following items should be included in your catalog or student information bulletin. **Please highlight the required information in the copy that you provide to the division and indicate in the column at the right the page number on which each of these items appears.**

ITEM	PAGE#
1. The legal name, address, telephone and fax number of the institution.	<b>1</b>
2. An institution shall include the following registration and disclaimer statements in its catalog, student information bulletin, and enrollment agreements. Please use the exact following statements: a) REGISTERED UNDER THE UTAH POSTSECONDARY PROPRIETARY SCHOOL ACT (Title 13, Chapter 34, Utah Code). b) Registration under the Utah Postsecondary Proprietary School Act does not mean that the State of Utah supervises, recommends, nor accredits the institution. It is the student's responsibility to determine whether credits, degrees, or certificates from the institution will transfer to other institutions or meet employers' training requirements. This may be done by calling the prospective school or employer. c) The institution is not accredited by a regional or national accrediting agency recognized by the United States Department of Education.	<b>2a</b>
	<b>2b</b>
	<b>2c</b>
3. A brief description of the facilities and equipment used.	<b>3</b>
4. The names, titles and brief qualifications of owners, governing board members, administrators, faculty and staff.	<b>4</b>
5. Each training program offered by the institution, including the following applicable information: a) Occupation for which each training program will prepare students. b) Total number of clock or credit hours required for completion of each program. c) Graduation requirements and type of credential to be awarded at the completion of each program.	<b>5a</b>
	<b>5b</b>
	<b>5c</b>
6. Total costs and payment plans for each program, including application, registration fees, tuition, books, supplies, equipment, laboratory, special tutoring, late payment, and graduation fees. a) The collection of prepaid or unearned tuition and fees must be limited to four months of training, plus registration or start-up costs not to exceed \$200 or an alternative amount that the institution can demonstrate to have spent in undertaking a student's instruction. b) Type of payment plans, i.e., (i) full tuition to be paid in advance if the expected course is less than four months or (ii) an initial down payment prior to the start date and the exact number and amount thereof for each installment payment thereafter. c) If an installment plan is offered, the rate of interest must be stated and included in the payments.	<b>6a</b>
	<b>6b</b>
	<b>6c</b>

ITEM	PAGE#
<p><b>7.</b> Institutional policies governing the following:</p> <ul style="list-style-type: none"> <li><b>a)</b> Student admission and enrollment requirements (minimum is possession of a high school diploma, General Education Development (GED) Certificate, and being beyond the age of compulsory high school attendance, as prescribed by Utah law. (See Rule 152-34-4(3) of the Utah Administrative Code.)</li> <li><b>b)</b> Granting of prior credit such as reduced hours in the program or any tuition discount for any previous education or training completed.</li> <li><b>c)</b> Standards of progress required of students, including attendance, absences, and grading system(s).</li> <li><b>d)</b> Student conduct in institution, including any provisions for probation, dismissal, or re-entry.</li> <li><b>e)</b> Public disclosure of whether placement assistance is offered and, if so, to what extent. Schools may never guarantee placement or wage and salary levels.</li> </ul>	<p><b>7a</b></p> <p><b>7b</b></p> <p><b>7c</b></p> <p><b>7d</b></p> <p><b>7e</b></p>
<p><b>8.</b> The Refund Policy for Both Withdrawn and Dismissed Students (dismissed students are entitled to the same refund policy as withdrawn students). The refund policy must include as a minimum, the following provisions:</p> <ul style="list-style-type: none"> <li><b>a)</b> A three-business-day cooling-off period during which time the student may rescind the contract and receive a refund of all money paid. The cooling-off period may not end prior to midnight of the third business day after the latest of the following days: <ul style="list-style-type: none"> <li>(i) the day the student signs an enrollment agreement;</li> <li>(ii) the day the student pays the institution an initial deposit or first payment toward tuition and fees; or</li> <li>(iii) the day that the student first visits the institution, if the program lasts more than 30 consecutive calendar days.</li> </ul> </li> <li><b>b)</b> A student enrolled in a correspondence institution may withdraw from enrollment following the cooling-off period, prior to submission by the student of any lesson materials or prior to receipt of course materials, whichever comes first, and effective upon deposit of a written statement of withdrawal for delivery by mail or other means, and the institution shall be entitled to retain no more than \$200 in tuition or fees as registration charges or an alternative amount that the institution can demonstrate to have been expended in preparation for that particular student's enrollment.</li> <li><b>c)</b> A clear and unambiguous written statement of the institution's refund policy for students who desire a refund after the three-business-day cooling-off period or after a student enrolled in a correspondence institution has submitted lesson materials or been in receipt of course material.</li> <li><b>d)</b> A pay-as-you learn payment schedule that limits a student's prospective contractual obligation(s), at any one time, to the institution for tuition and fees to four months of training, plus registration or start up costs not to exceed \$200 or an alternative amount the institution can demonstrate to have spent in undertaking a student's instruction.</li> </ul>	<p><b>8a</b></p> <p><b>8b</b></p> <p><b>8c</b></p> <p><b>8d</b></p>
<p><b>9.</b> A written enrollment agreement, to be signed by the student and a representative of the institution, that clearly describes the cooling-off period, nonrefundable registration fee, and refund policy and schedule, including the rights of both the student and the institution, with copies provided to each.</p>	<p><b>9</b></p>
<p><b>10.</b> If your school offers loans to help students pay for your programs of study, you must include complete written information on the rights of the student and the institution. In addition, you must include student repayment obligations to all applicants for financial assistance before an applicant student assumes such responsibilities.</p>	<p><b>10</b></p>

### Exhibit 3

#### INSTRUCTIONS FOR PREPARING ENROLLMENT AGREEMENTS

A copy of the enrollment agreement must be filed with your initial application and subsequent renewal applications. The following items should be included in your enrollment agreement, which may be prepared separately, or as an attachment to your catalog or student information bulletin. **Please highlight the required information in the copy that you provide to the division and indicate in the column at the right the page number on which each of these items appears.**

ITEM	PAGE#
1. The legal name, address, telephone and fax number of the institution.	1
2. An institution shall include the following registration and disclaimer statements in its catalog, student information bulletin, and enrollment agreements. Please use the exact following statements:	
a) REGISTERED UNDER THE UTAH POSTSECONDARY PROPRIETARY SCHOOL ACT (Title 13, Chapter 34, Utah Code).	2a
b) Registration under the Utah Postsecondary Proprietary School Act does not mean that the State of Utah supervises, recommends, nor accredits the institution. It is the student's responsibility to determine whether credits, degrees, or certificates from the institution will transfer to other institutions or meet employers' training requirements. This may be done by calling the prospective school or employer.	2b
c) The institution is not accredited by a regional or national accrediting agency recognized by the United States Department of Education	2c
3. Blank lines for the name of the student, his/her address, telephone number and any other data or information needed for enrollment purposes.	3
4. Each training program offered by the institution, including the following applicable information	
a) Occupation for which each training program will prepare students.	4a
b) Total number of clock or credit hours required for completion of each program	4b
c) Graduation requirements and type of credential to be awarded at the completion of each program.	4c
d) Starting and ending dates of the training.	4d
5. Total costs and payment plans for each program, including application, registration fees, tuition, books, supplies, equipment, laboratory, special tutoring, late payment, and graduation fees.	
a) The collection of prepaid or unearned tuition and fees must be limited to <b>four</b> months of training, plus registration or start-up costs not to exceed \$200 or an alternative amount that the institution can demonstrate to have spent in undertaking a student's instruction.	5a
b) Type of payment plans, i.e., (i) full tuition to be paid in advance if the expected course is less than four months; (ii) an initial down payment prior to the start date and the exact number and amount thereof for each installment payment thereafter.	5b
c) If an installment plan is offered, the rate of interest must be stated and included in the payments.	5c
6. Institutional policies governing the following:	
a) Student admission and enrollment requirements (minimum is possession of a high school diploma, General Education Development (GED) Certificate, and being beyond the age of compulsory high school attendance, as prescribed by Utah law. (See Rule 152-34-4(3) of the Utah Administrative Code.)	6a
b) Granting of prior credit such as reduced hours in the program or any tuition discount for any previous education or training completed.	6b
c) Standards of progress required of students, including attendance, absences, and grading system(s).	6c

Exhibit 3 continued

ITEM	PAGE#
<p><b>d)</b> Student conduct in institution, including any provisions for probation, dismissal, or re-entry.</p>	<p><b>6a</b></p>
<p><b>e)</b> Public disclosure of whether placement assistance is offered and, if so, to what extent. Schools may never guarantee placement or wage and salary levels.</p>	<p><b>6b</b></p>
<p><b>7.</b> The Refund Policy for Both Withdrawn and Dismissed Students (dismissed students are entitled to the same refund policy as withdrawn students). The refund policy must include as a minimum, the following provisions:</p>	
<p><b>a)</b> A three-business-day cooling-off period during which time the student may rescind the contract and receive a refund of all money paid. The cooling-off period may not end prior to midnight of the third business day after the latest of the following days:</p> <p>(i) the day the student signs an enrollment agreement;</p> <p>(ii) the day the student pays the institution an initial deposit or first payment toward tuition and fees; or</p> <p>(iii) the day that the student first visits the institution, if the program lasts more than 30 consecutive calendar days.</p>	<p><b>7a</b></p>
<p><b>b)</b> A student enrolled in a correspondence institution may withdraw from enrollment following the cooling-off period, prior to submission by the student of any lesson materials or prior to receipt of course materials, whichever comes first, and effective upon deposit of a written statement of withdrawal for delivery by mail or other means, and the institution shall be entitled to retain no more than \$200 in tuition or fees as registration charges or an alternative amount that the institution can demonstrate to have been expended in preparation for that particular student's enrollment.</p>	<p><b>7b</b></p>
<p><b>c)</b> A clear and unambiguous written statement of the institution's refund policy for students who desire a refund after the three-business-day cooling-off period or after a student enrolled in a correspondence institution has submitted lesson materials or been in receipt of course material.</p>	<p><b>7c</b></p>
<p><b>d)</b> A pay-as-you learn payment schedule that limits a student's prospective contractual obligation(s), at any one time, to the institution for tuition and fees to four months of training, plus registration or start up costs not to exceed \$200 or an alternative amount the institution can demonstrate to have spent in undertaking a student's instruction.</p>	<p><b>7d</b></p>
<p><b>8.</b> If your school offers loans to help students pay for your programs of study, you must include complete written information on the rights of the student and the institution. In addition, you must include student repayment obligations to all applicants for financial assistance before an applicant student assumes such responsibilities.</p>	<p><b>8</b></p>
<p><b>9.</b> Enrollment agreements must be signed and dated by both the student and an appropriate representative of the institution</p>	
<p><b>a)</b> The following statement may be placed above the signature and date lines of the applicant:  <i>I, the undersigned, have read, understand and agree to abide by all the provisions set forth in the foregoing enrollment agreement.</i></p>	<p><b>9a</b></p>



**Exhibit 5**  
**INSTRUCTIONS FOR PREPARING**  
**PRO FORMA FINIACIAL STATEMENTS**

A. For the purpose of demonstrating fiscal responsibility under §13-34-107(6)(a)(ii) *Utah Postsecondary Proprietary School Act*, please complete this form to provide the required pro forma financial statements for Item 10 A on page 3 of this application.

<u>Projected Income:</u>		
Tuition	_____	also record on 9 A
Other	_____	
Total Income	_____	
<u>Projected Expenses:</u>		
Refunds	_____	also record on 9 B
Salaries and Instructor costs	_____	
Occupancy	_____	
Other Expenses	_____	
<u>Gross Profit:</u>	_____	
<u>Equity:</u>	_____	

Projected Income

Tuition – includes all fees and other charges.

Other income - includes all other income not listed as Tuition.

Total Income – the total sum Tuition and Other Income combined.

Projected Expenses:

Refunds – includes any amount expected to be returned to students who do not complete a course of instruction.

Salaries and Instructor Costs - includes payroll for all positions, staffing expenses paid on 1099 forms, honorariums, and per diem expenses etc.

Occupancy – includes rent, utilities, property taxes, upkeep and any other expense necessary to secure and operate a physical facility.

Other Expense – includes insurance, surety expenses, legal, accounting, internet, supplies and other expense not listed above.

Gross Profit: subtract Projected Expenses from Total Income. If the result is less than \$0, please explain how the expenses will be paid.

Equity: includes any cash on hand, savings, investments and the value of equipment and real estate owned by the applicant.

## CREDIT REPORT AUTHORIZATION

Pursuant to Utah Code Ann. §13-34-107(6)(A)(ii)(B) the Division will accept a business credit report for the proprietary school and a consumer credit report for each individual with an ownership interest in the proprietary school as evidence of fiscal responsibility in addition to the current financial statements. Credit Reports must be from one of the three bureaus, Experian, Trans Union, and Equifax or merged into one complete credit report. You may submit your own credit report from the past three months, or you may complete this form.

**INSTRUCTIONS:** Complete and submit this form directly to the Utah Division of Consumer Protection by fax or mail with credit card authorization for payment. The charge on your credit card will show NACM as the creditor.

These credit reports are obtained by the Division of Consumer Protection through: NACM Intermountain 5710 S. Green Street, Murray, UT. 84123. [801-487-8786](tel:8014878786), [800-977-6226](tel:8009776226). Fax [801-484-1891](tel:8014841891). [www.nacmint.com](http://www.nacmint.com)

### Personal Credit Report Request

Full Legal Name: \_\_\_\_\_  
First Middle Last

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

If Joint, Spouse Name: \_\_\_\_\_  
First Middle Last

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street Address (including Apt/Unit/Ste #) and/or PO Box

	<small>City</small>	<small>State</small>	<small>ZIP Code</small>
Type of Report Request:	Cost	Paid	NACM Stamp & Date
<input type="checkbox"/> Individual Experian TransUnion Equifax Merged Credit Report	\$26.50	<input type="checkbox"/>	
• Colorado Applicants Must add \$9.00 sur-charge for Individual \$35.50		<input type="checkbox"/>	
<input type="checkbox"/> Joint Merged Credit Report-Husband & Wife – <i>(both sign below)</i> <i>(Please include spouse name, social security number and date of birth above)</i>	\$41.00	<input type="checkbox"/>	
• Colorado Applicants must add \$18.00 sur-charge for joint	\$59.00	<input type="checkbox"/>	

### Business Credit Report Request

Business Legal Name \_\_\_\_\_  
\*Note: If you are a Sole Proprietor, this is your legal name.

Mailing Address: \_\_\_\_\_  
Street Address (including Apt/Unit/Ste #) and/or PO Box

\_\_\_\_\_  
City State ZIP Code

Tax Id Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

	Cost	Paid	NACM Stamp & Date
<input type="checkbox"/> Experian Business Credit Report	<b>\$50.00</b>	<input type="checkbox"/>	

### Payment Information

Visa  MasterCard  American Express **Card Number:** \_\_\_\_\_

**Name on card:** \_\_\_\_\_ **Card Expiration Date:** \_\_\_\_\_ **CID:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_  
Street Address (including Apt/Unit/Ste #) and/or PO Box

\_\_\_\_\_  
City State ZIP Code

I hereby authorize NACM Intermountain to release all credit information in the reports I have checked above directly to the Division of Consumer Protection. I further authorize that a photocopy of this form may be accepted as the original.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**Notice**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity Washington, D.C. 20580.