

AGREEMENT REGARDING PORTLAND SCHOOL OF HERBAL WISDOM AND PRACTICES

THE FOLLOWING IS A BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU (HEREINAFTER, “STUDENT” OR “YOU” OR “YOUR”) AND PORTLAND SCHOOL OF HERBAL WISDOM, LOCATED AT PO BOX 24 TROUT LAKE, WA 98650.

1. SERVICES. IN CONSIDERATION OF THE STUDENT’S ACCEPTANCE OF AND COMPLIANCE WITH, THE TERMS OF THIS AGREEMENT, AND IN RELIANCE UPON THE REPRESENTATIONS MADE BY YOU IN THIS AGREEMENT, PORTLAND SCHOOL OF HERBAL WISDOM SHALL MAKE AVAILABLE TO THE STUDENT THE CLASSES AND CURRICULA OF PORTLAND SCHOOL OF HERBAL WISDOM. PORTLAND SCHOOL OF HERBAL WISDOM CONGRATULATES THE STUDENT FOR ENROLLING AND LOOKS FORWARD TO THE STUDENT’S PARTICIPATION IN THE PROGRAM.

2. REPRESENTATIONS AND ACKNOWLEDGMENTS. THE STUDENT UNDERSTANDS, REPRESENTS AND ACKNOWLEDGES THAT: (A) THE STUDENT HAS EVALUATED PORTLAND SCHOOL OF HERBAL WISDOM’S PROGRAM FULLY AND BELIEVES THAT IT PROVIDES AN EXCELLENT OPPORTUNITY FOR STUDENT; AND (B) PORTLAND SCHOOL OF HERBAL WISDOM HAS MADE NO REPRESENTATIONS WITH REGARD TO LICENSURE OR CERTIFICATION BY ANY STATE. IT IS EACH STUDENT’S RESPONSIBILITY TO ENSURE THAT THEIR PRACTICES COMPLY WITH THE STATE AND LOCALITY IN WHICH THEY PERFORMS SERVICES.

3. INTELLECTUAL PROPERTY. ALL RIGHTS TO THE COPYRIGHTS, TRADE NAMES, TRADEMARKS, LOGOS OR SERVICE MARKS OF PORTLAND SCHOOL OF HERBAL WISDOM (COLLECTIVELY, THE “INTELLECTUAL PROPERTY”), WHETHER REGISTERED OR UNREGISTERED, WHETHER OWNED BY PORTLAND SCHOOL OF HERBAL WISDOM OR HELD BY PORTLAND SCHOOL OF HERBAL WISDOM AS A LICENSEE, ARE EXPRESSLY RESERVED BY AND TO PORTLAND SCHOOL OF HERBAL WISDOM. THE STUDENT WILL NOT USE ANY OF THE INTELLECTUAL PROPERTY IN ANY MATTER, SUCH AS IN PRINT OR ONLINE, WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF PORTLAND SCHOOL OF HERBAL WISDOM (WHICH SUCH CONSENT MAY BE WITHHELD IN THE SOLE AND EXCLUSIVE DISCRETION OF PORTLAND SCHOOL OF HERBAL WISDOM).

4. WAIVER OF LIABILITY AND RELEASE. THE STUDENT EXPRESSLY ASSUMES THE RISKS OF THE PROGRAM, WHETHER OR NOT SUCH RISKS ARE CREATED OR EXACERBATED BY PORTLAND SCHOOL OF HERBAL WISDOM. THE STUDENT RELEASES PORTLAND SCHOOL OF HERBAL WISDOM, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, TEACHERS, LECTURERS, STAFF AND ITS AFFILIATES (COLLECTIVELY, THE “PORTLAND SCHOOL OF HERBAL WISDOM RELEASEES”) FROM ANY AND ALL LIABILITY, DAMAGES, CAUSES OF ACTION, ALLEGATIONS, SUITS, SUMS OF MONEY, CLAIMS AND DEMANDS WHATSOEVER, IN LAW, ADMIRALTY OR EQUITY, WHICH AGAINST PORTLAND SCHOOL OF HERBAL WISDOM RELEASEES, THE STUDENT EVER HAD, NOW HAS, OR WILL HAVE IN THE FUTURE, ARISING FROM THE STUDENT’S PAST OR FUTURE PARTICIPATION IN, OR OTHERWISE WITH RESPECT TO, THE PORTLAND SCHOOL OF HERBAL WISDOM PROGRAM.

5. ARBITRATION. ANY DISPUTE THAT ARISES BETWEEN THE PARTIES RELATING TO THE PROVISIONS OF THIS CONTRACT SHALL BE SUBMITTED TO ARBITRATION UPON APPLICATION BY ANY PARTY. THE

ARBITRATION SHALL BE CONDUCTED IN COMPLIANCE WITH LOCAL CODES OF CIVIL PROCEDURE. THE COST OF THE ARBITRATION SHALL BE BORNE IN SUCH PROPORTIONS AS THE ARBITRATOR SHALL DETERMINE. SHOULD ANY LITIGATION OR ARBITRATION BE COMMENCED BETWEEN THE PARTIES TO THIS CONTRACT CONCERNING THIS CONTRACT, OR THE RIGHTS AND DUTIES OF ANY PARTY IN RELATION THERETO, THE PARTY PREVAILING IN SUCH LITIGATION OR ARBITRATION SHALL BE ENTITLED, IN ADDITION TO SUCH OTHER RELIEF AS MAY BE GRANTED, TO A REASONABLE SUM AS AND FOR ITS ATTORNEY'S FEES IN SUCH ACTION.

6. FILMING, AUDIO RECORDING AND PHOTOGRAPHS. ANY FILMS, AUDIO RECORDINGS, PHOTOGRAPHS, AND/OR ANY AND ALL OTHER MEDIA (COLLECTIVELY, MEDIA) IN CONNECTION WITH, ANY ASPECT OF THE PROGRAM SHALL BECOME THE SOLE AND EXCLUSIVE PROPERTY OF PORTLAND SCHOOL OF HERBAL WISDOM AND ITS AFFILIATES. PORTLAND SCHOOL OF HERBAL WISDOM AND ITS AFFILIATES SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO PRINT, DISPLAY, PUBLISH, DISSEMINATE, AND OTHERWISE UTILIZE THE MEDIA FOR ANY AND ALL PURPOSES UNLESS OTHERWISE SPECIFIED.

7. TUITION AND OTHER FEES AND COSTS. THE STUDENT SHALL PAY THE TUITION ("TUITION") SET FORTH ON THE APPLICATION FORM IN THE AMOUNTS SET FORTH THEREIN, IN ACCORDANCE WITH THE PAYMENT SCHEDULE ("SCHEDULE") WHICH THE STUDENT WILL AGREE TO AT THE TIME OF ENROLLMENT. THE STUDENT WILL RECEIVE A TUITION EMAIL ("TUITION EMAIL") OUTLINING THE AGREED UPON PAYMENT AMOUNT AND SELECTED PAYMENT PLAN. ALL PAYMENT PLANS BEGIN NO LATER THAN SEPTEMBER 1, 2018. ALL PAYMENTS "IN FULL" ARE DUE EITHER BEFORE THE EARLY BIRD DISCOUNT DATE OR BEFORE OCTOBER 1, 2018 IN ORDER TO RECEIVE THE RELATED "PAY IN FULL" DISCOUNT AS OUTLINED IN THE PORTLAND SCHOOL OF HERBAL WISDOM APPLICATION. THE TERMS AND POLICIES OF THE TUITION AGREEMENT FORM AND TUITION EMAIL ARE INCORPORATED INTO THIS AGREEMENT AS IF SET FORTH FULLY HEREIN. STUDENTS MAY PAY THEIR TUITION BY CREDIT CARD, CHECK OR CASH. IF, FOR ANY REASON, THE STUDENT'S CREDIT CARD DECLINES TO ISSUE PAYMENT TO PORTLAND SCHOOL OF HERBAL WISDOM, OR IF STUDENT'S PAYMENT IS OTHERWISE NOT RECEIVED IN ACCORDANCE WITH THE SCHEDULE, PORTLAND SCHOOL OF HERBAL WISDOM WILL ATTEMPT TO RESUBMIT THE CREDIT CARD OR OTHERWISE PROVIDE STUDENT WITH A THREE CALENDAR DAY GRACE PERIOD WITHIN WHICH TO MAKE THE TUITION PAYMENT. IF THE TUITION PAYMENT IS NOT OTHERWISE RESOLVED AND PAID IN FULL WITHIN THE GRACE PERIOD, THEN: (A) PORTLAND SCHOOL OF HERBAL WISDOM WILL CHARGE, AND STUDENT WILL PAY, A LATE/DECLINE FEE IN ACCORDANCE WITH THE CURRENT STATEMENT OF FEES (ANNEXED BELOW); AND (B) STUDENT'S PARTICIPATION AT THE CLASSES WILL BE SUSPENDED UNTIL SUCH TIME AS THE TUITION PAYMENT IS RESOLVED AND STUDENT WILL REMAIN FULLY RESPONSIBLE FOR THE OUTSTANDING BALANCE OF THE STUDENT'S UNPAID TUITION. IF A CHECK BOUNCES, STUDENT WILL PAY A 20 BOUNCED CHECK FEE PLUS ANY FEES CHARGED BY OUR BANK. THE FOLLOWING FEES WERE IN EFFECT AT THE TIME THE AGREEMENT WAS AGREED TO:

- PAYMENT PLAN CHANGE FEE: \$20
- PAYMENT PLAN PROCESSING FEE: \$25 PER PAYMENT
- DECLINED CREDIT CARD FEE: \$15
- BOUNCED CHECK FEE: \$20 + BANK CHARGES

- FIRST LATE PAYMENT: \$30
- SECOND LATE PAYMENT: \$35
- THIRD LATE PAYMENT: \$40
- FOURTH LATE PAYMENT OR MORE: \$80 EACH

8. TUITION DEPOSIT AND REFUND POLICY. STUDENT PAYS A TUITION DEPOSIT (\$500) UPON ENROLLMENT. A STUDENT WHO CANCELS 45 DAYS OR MORE PRIOR TO THE FIRST DAY OF THE TRAINING, RECEIVES ALL MONIES RETURNED WITH THE EXCEPTION OF THE NONREFUNDABLE TUITION DEPOSIT (\$500). A STUDENT WHO CANCELS LESS THAN 45 DAYS PRIOR TO THE FIRST DAY OF THE TRAINING FOR ANY REASON WHATSOEVER WILL REMAIN FULLY RESPONSIBLE FOR THE OUTSTANDING BALANCE OF THE STUDENT'S UNPAID TUITION.

9. COMPLIANCE WITH LAWS AND REGULATIONS. STUDENT UNDERSTANDS AND AGREES THAT THEY BEARS THE SOLE RESPONSIBILITY FOR UNDERSTANDING AND COMPLYING WITH THE LAWS AND REGULATIONS OF HIS/HER CITY, TOWN, COUNTY, STATE AND/OR COUNTRY REGARDING THE PRACTICE OF HERBALISM OR ANY OTHER PRACTICE OR BUSINESS IN WHICH THE STUDENT MAY ENGAGE. PORTLAND SCHOOL OF HERBAL WISDOM SHALL HAVE NO RESPONSIBILITY FOR STUDENT'S COMPLIANCE WITH SAID LAWS AND REGULATIONS IN ITS PRACTICES AND STUDENT WAIVES ANY AND ALL CLAIMS FOR LIABILITY, LOSSES, HARM OR DAMAGES AGAINST PORTLAND SCHOOL OF HERBAL WISDOM ON ACCOUNT OF ANY VIOLATIONS BY STUDENT OF ANY SAID LAWS AND REGULATIONS.

10. EXPULSION. PORTLAND SCHOOL OF HERBAL WISDOM RETAINS THE ABSOLUTE RIGHT TO EXPEL THE STUDENT FROM PORTLAND SCHOOL OF HERBAL WISDOM AND THE PROGRAM IN PORTLAND SCHOOL OF HERBAL WISDOM'S SOLE AND EXCLUSIVE DISCRETION. THE DECISION BY PORTLAND SCHOOL OF HERBAL WISDOM TO EXPEL THE STUDENT SHALL BE FINAL, NOT SUBJECT TO ANY APPEAL AND, TO THE EXTENT PERMISSIBLE BY LAW, NONREVIEWABLE. WITHIN TWENTY (20) CALENDAR DAYS OF EXPULSION, THE STUDENT WILL RECEIVE PRO RATA FROM PORTLAND SCHOOL OF HERBAL WISDOM ANY UNEXHAUSTED PORTION OF THE TUITION UNLESS THE CONDUCT WHICH LED TO THE EXPULSION WAS WILLFUL, AS DETERMINED IN PORTLAND SCHOOL OF HERBAL WISDOM'S SOLE AND EXCLUSIVE DISCRETION.

PORTLAND SCHOOL OF HERBAL WISDOM IS COMMITTED TO MAKING THE STUDENTS EDUCATION A POWERFUL AND TRANSFORMATIVE EXPERIENCE, AND LOOKS FORWARD TO EMPOWERING THE STUDENT IN ACCOMPLISHING THEIR GOALS AT PORTLAND SCHOOL OF HERBAL WISDOM.

BY SIGNING MY APPLICATION FORM WHILE ENROLLING FOR THE TRAINING, THE STUDENT AGREES THEY HAVE READ THE ENTIRE AGREEMENT, UNDERSTAND AND ACCEPTS ITS TERMS, AND FULLY COMMITS TO UPHOLDING ALL TERMS OF THIS AGREEMENT.