



# SCHNEIDER TRAINING ACADEMY

9813 Almond Avenue, Fontana, CA 92335

## Tuition Installment Contract

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

The following are the terms of the agreement ("Contract") between Schneider Training Academy, Inc. ("STA") and \_\_\_\_\_ (the "Student") regarding payment for a course designed to prepare the Student to take the commercial driver license test for the state in which the Student resides:

- COURSE:** The **Basic Skills of Professional Truck Driver Training** course will be provided by STA (the "Program"). The Student is required to attend all classes (for a total of 120 hours of training), prepare all lessons, and perform all duties incidental thereto. The Student shall be provided with a complete list of required books, supplies, and/or equipment. The Student is responsible for all required medical or other examinations. The Student is also required to abide by all rules established by STA, and the Student may be suspended or expelled for violating such rules. Upon successful completion of the course (as set forth in the Program), the Student will receive a certificate or diploma, qualifying the Student to take a commercial driver's license test.
- TUITION:** The tuition cost is four thousand five hundred dollars (\$4,500.00) (the "Tuition"), due and payable pursuant to the provisions set forth in Section 6 of this Contract. The Student may pay the Tuition cost in cash or have STA finance the Tuition, repaying the Tuition in thirty-six (36) monthly installments of \$162.69 due on the tenth (10th) day of each consecutive month as provided herein according to the following terms:
  - Payment.** All installments are to be made payable to "Schneider Training Academy" (or its assignee, if any) and sent to STA Payment Center, P.O. Box 260148, Lakewood, CO 80226-0148.
  - Interest.** This Contract bears interest at the rate of 18% per year on the unpaid balance until the date of the final installment and after that date this Contract shall bear interest at the default interest rate of 23% per year until paid.
  - Default.** In the event of default, STA may declare the entire unpaid balance to be immediately due and payable. Student agrees to pay all reasonable costs, expenses, collection costs, and attorneys' fees incurred by STA to enforce or protect its rights under this Agreement.
  - Check Return Fee.** If the Student makes a payment by check and that check returns unsatisfied for any reason, the Student agrees to pay a charge of fifteen dollars (\$15.00) for each check so returned.
  - The Student acknowledges that this Contract is for an educational benefit and is not dischargeable under 18 U.S.C. § 523(a)(8).**

ITEMIZATION OF AMOUNT FINANCED		
<b>ANNUAL PERCENTAGE RATE</b> The cost of credit as a yearly rate. 18%	<b>FINANCE CHARGE</b> The dollar amount the credit will cost. \$1,356.84	<b>AMOUNT FINANCED</b> The amount of credit provided. \$4,500.00
		<b>TOTAL OF PAYMENTS</b> The amount paid after all scheduled payments. \$5,856.84
		<b>TOTAL SALES PRICE</b> The total cost of purchase on credit. \$5,856.84

The Student's Payment Schedule will be:

Number of Installments	Amount of Installments	When Installments are Due
Thirty-six (36)	\$162.69	The tenth (10 <sup>th</sup> ) day of each month beginning _____

- Late Charge.** For each installment which is more than ten (10) days overdue, the Student may be charged 5% of the installment or \$10.00, whichever is less.
  - Prepayment.** The Student may prepay all or part of the unpaid balance at any time and without penalty. Student should see the contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.
- CANCELLATION:** The Student may cancel this Contract until midnight of the third (3rd) business day from receipt of the "Notice of Cancellation" which is a part of this Contract. The Notice of Cancellation should be mailed to: Schneider Training Academy Inc., Attn: Training Revenue, 9813 Almond Avenue, Fontana, CA 92335.
  - TERMINATION:** The effective date of termination under this Contract is the earliest of the following:
    - The date the Student's notice of cancellation is received.
    - The date of the Student's last recorded attendance if:
      - The Student fails to attend classes for three (3) calendar days without giving prior notice to STA; or
      - The Student is involuntarily terminated for violating STA's academic policy (as set forth in the Program).
 The Student's obligation to pay the full principal amount, interest, and any other costs or fee provided for in this Contract shall survive the termination of this Contract.
  - PROMISE TO PAY:** The Student agrees to pay to STA the full principal amount plus applicable interest as provided in this Contract. The Student agrees to pay any late charges and charges for each check presented for payment under this Contract which is returned unsatisfied.
  - DATE CONTRACT BECOMES DUE:** Upon the date indicated in Section 2 of this Contract as the date "When Installments are Due", Student shall either:
    - Pay in full the Tuition amount to STA or its assignee; or
    - If the Student requests that STA finance the Tuition, the Student shall begin paying monthly installment payments to STA or its assignee. The Student's failure to successfully complete the Program because the Student withdraws or is expelled does not relieve the Student from the Student's payment obligations under this Contract.
 This Contract is a legally binding document, and embodies the entire understanding between STA and the Student. If any provision of this Contract is held to be invalid or unenforceable, such provision shall be revised only to the extent necessary to make it enforceable, and such revision shall not affect the enforceability of the remaining provisions of this Contract. The Student consents to all the terms and conditions contained herein.

### NOTICE TO STUDENT:

- DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS CONTRACT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Student Name: \_\_\_\_\_ (Printed) Social Security Number: \_\_\_\_\_ (Contract Identification Number)

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted for Schneider Training Academy, Inc.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Training Begins: \_\_\_\_\_

Title: \_\_\_\_\_

See Reverse Side for Important Information, Page 2

**Tuition Installment Contract, Page 2**  
**CA TRAINING LOCATION**

Student's  
Initials:

7. **DEFAULT:** If the Student requests that STA finance the Tuition and the Student defaults under the Contract, the full principal amount, interest, and any other fees provided for in this Contract will be due. Default shall occur upon any of the following:
- The Student has outstanding an amount exceeding one (1) full installment which has remained unpaid for more than ten (10) days after the due date, or fails to pay the first or last installment payment within forty (40) days after its due date;
  - The Student fails to observe or perform any condition contained in this Contract if such failure materially impairs the Student's ability to pay any payments when they are due;
  - Any representation or statement given by the Student to STA shall prove to be untrue or misleading as of the time when given; or
  - The Student becomes insolvent, or a receiver is appointed for any part of the Student's property, or the Student makes an assignment for the benefit of creditors, or any proceeding is commenced either by or against the Student under any bankruptcy or insolvency laws.
8. **FINANCE CHARGE:** The amount shown as the amount of finance charge is computed on scheduled unpaid principal balances that are outstanding. Such amount is equal to the interest actually collected from the Student if loan is repaid according to the terms of this Contract. If the Student prepays all or part of the loan to STA, the amount of finance charge will be less. However, if the Student does not make monthly installment payments to STA or its assignee on each scheduled due date, the amount of finance charge will be greater than that shown.
9. **TOTAL SALES PRICE:** The amount which includes the total cash price of the Tuition cost plus the finance charge.
10. **AMOUNT FINANCED:** The amount of money STA has lent to the Student for Tuition repayment before any deductions are made.
11. **ANNUAL PERCENTAGE RATE:** The finance charge is computed at the time of payment on the then outstanding unpaid principal balance at the agreed ANNUAL PERCENTAGE RATE shown.
12. **APPLICATION OF PAYMENT:** Payments received by STA will be applied first to fees (if applicable), then interest, then to principal balance.
13. **PRORATION OF DEBT UNDER CONTRACT:** The Student is obligated to pay for educational services rendered up to the point of dismissal or withdrawal. If dismissal or withdrawal (voluntary or involuntary) occurs after the completion of one (1) day of the Program, but prior to completion of fourteen (14) days of the Program, tuition will be determined by multiplying the number of days completed by \$321.43 per day. (Ex. 11 days completed x \$321.43 per day = total tuition cost of \$3,535.73). Early completion of the Program will not entitle the Student to a refund. Absences before the termination date are counted as instruction received. In the event of the Student's prolonged illness, accident, death in family, or other circumstances that make it impractical to complete the Program as originally scheduled, STA will determine a fair and reasonable settlement.
14. **ASSIGNMENT:** The Student acknowledges that STA has the right to assign this Agreement, that all rights and benefits but no obligations (if any) of STA under this Contract may be exercised by the assignee and that no obligations (if any) of STA pass to the assignee. Upon receipt of notice from the assignee with instructions for payment, the Student shall make all payments due under this Agreement directly to the assignee.
15. **MISCELLANEOUS:** No transfer, renewal, extension, or assignment of this Contract shall release the Student from his or her obligations. The Student hereby releases, holds harmless, and indemnifies STA and its agents from and against any and all claims, liabilities, and expenses (including attorneys' fees) which may be imposed upon, incurred by, or asserted against STA of its agents for bodily injury or property damage which the Student may suffer while a student at STA.
16. **CHOICE OF LAW; VENUE:** The validity, construction, and enforcement of this Contract are governed by the internal laws of the state in which this Contract was signed, without regard to choice of law principles and any suit, action, or proceeding arising out of or related to this Contract must be commenced and maintained in a court of competent subject matter jurisdiction in the state in which this Contract was signed. Student hereby consents to such jurisdiction and venue and waives all objections (including, without limitation, forum non conveniens) thereto.
17. **NOTICES:**
- The Student shall send written notice to STA within ten (10) days of any change in the Student's name, address, or telephone number.
  - Any notice STA is required to give the Student will be effective when mailed by first-class mail to the Student's last known address.
  - CALIFORNIA RESIDENTS ONLY: The Student has the right to prohibit the use of information contained in the Student's credit file in connection with transactions not initiated by the Student. The Student may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. CALIFORNIA AND UTAH RESIDENTS: A negative credit report reflecting on the Student's credit record may be submitted to a credit-reporting agency if the Student fails to fulfill the terms of the Student's credit obligations. MAINE, NEW YORK, RHODE ISLAND, AND VERMONT RESIDENTS ONLY: Credit Reports may be used in connection with this application. If the Student requests (1) the Student will be informed if credit reports were obtained, and (2) if reports were obtained, the Student will be informed of the names and addresses of the credit reporting agencies that furnished the reports. A credit report may be requested in connection with updates, renewals, or extensions of any credit because of this application. OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**ANY HOLDER OF THIS CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH STUDENT COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY STUDENT SHALL NOT EXCEED THE AMOUNTS PAID BY STUDENT HEREUNDER.**

**This is an enrollment agreement instrument and is non-negotiable. Every holder takes it subject to all other claims and defenses of the maker or obligor.**

DO NOT WRITE BELOW THIS LINE

**Seller's Assignment**

FOR VALUE RECEIVED, the undersigned "Seller" hereby assigns to \_\_\_\_\_ ("Assignee") all rights and interests in this Contract.

- WARRANTY. Seller warrants: (a) the Contract is genuine and legally enforceable according to its terms; (b) Student was not a minor or incompetent when the Contract was executed; (c) all statements contained within the Contract are true; (d) Seller has no notice of any matters not disclosed to Assignee which might impair the credit of the Student; (e) the disclosed cash downpayment was actually received by Seller; (f) Seller has not made and will not make any advance to Student; (g) Seller has no agreement with Student to separately finance or impose finance charges on or reinance or to defer payment, or a portion of the downpayment to a later due date; (h) the Contract and transactions out of which it arose comply with applicable laws and regulations; (i) Seller has performed or will perform all its obligations to Student; (j) Student does not have and has not asserted, any defense, set-off or counter-claim to Student's liability under the Contract; (k) at the time of sale, Seller had full authority to sell the services and/or property to Student; (l) the services and/or property have been delivered to and accepted by Student; (m) Seller has full authority to assign the Contract; (n) Assignee's interest in the Contract is not subordinate to any security interest or other encumbrance.
- AUTHORITY. Assignee may, without notice and without impairing Assignee's right against Seller, in the name of Seller or otherwise, take all actions and legal proceedings deemed advisable by Assignee with respect to the Contract, including, without limitation, modifying, extending, or compromising any terms, and discharging or releasing any person liable.
- NON-LIABILITY OF ASSIGNEE. Assignee has no duty to enforce any rights of Seller.
- REMEDIES OF ASSIGNEE: If:  
(For Assignments Without Recourse) any warranty of Seller is breached, or  
(For Assignments With Recourse) (i) debtor fails to make each payment when due, or to perform or rectify breach of any other covenant in the Contract; or (ii) any warranty of Seller is false or breached, or (iii) Assignee receives notice of a complaint, claim, or defense against Seller or Assignee,  
then Seller shall, upon the request of Assignee, pay the Assignee the full amount unpaid (less Assignee's unearned charges), plus expenses incurred by Assignee in endeavoring to collect or enforce the Contract and this assignment (Subject to the provisions of any separate written agreement between Assignee and Seller respecting the purchase of the Contract); and Seller indemnifies and agrees to defend and hold Assignee harmless from any loss, liability, penalty, claim, damage or expense (including reasonable attorneys' fees) claimed or incurred by reason thereof. Upon such payment, Assignee will, at the request of Seller, reassign the Contract without recourse or warranties whatsoever.

With Recourse: \_\_\_\_\_

Without Recourse: \_\_\_\_\_

Seller: \_\_\_\_\_  
By: \_\_\_\_\_

Seller: \_\_\_\_\_  
By: \_\_\_\_\_



**SCHNEIDER TRAINING ACADEMY**

9813 Almond Avenue, Fontana, CA 92335

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**DO NOT FILL OUT THIS FORM UNLESS YOU INTEND TO CANCEL YOUR TUITION  
INSTALLMENT CONTRACT.**

You may cancel this Tuition Installment Contract (the "Contract") by mailing written notice to Schneider Training Academy, Inc., Attn: Training Revenue, 9813 Almond Avenue, Fontana, CA 92335, before midnight of the third (3rd) business day after you signed the Contract. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by Schneider Training Academy, Inc. for your records.

Once the cancellation period has expired, Schneider Training Academy, Inc. is entitled to retain a pro-rata portion of the total contract price, based on the number of hours you attended school. Schneider Training Academy, Inc. will make refunds within twenty (20) days following delivery of the NOTICE OF CANCELLATION. You must return all books and materials that are issued as part of the training class with Schneider Training Academy, Inc.

Date Contract Signed: \_\_\_\_\_

Today's Date: \_\_\_\_\_

I, \_\_\_\_\_ (Student's Name) hereby cancel my agreement with  
Schneider Training Academy, Inc.

Student's Name, Printed: \_\_\_\_\_

Student's Signature: \_\_\_\_\_

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


City, State, Zip Code: \_\_\_\_\_

***Keep a copy of this completed form for your records.***



## The Curriculum – The Foundation of Your Success

This is an outline of the training program offered at the Schneider Training Academy. The Schneider Training Program consists of 160 hours of instruction. Our program is based on adult learning principles to optimize your learning experience.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						<b>Day 1</b> Driver training begins	
<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	
<b>Day 9</b>	<b>Day 10</b>	<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b> Driver Graduation and Date-of-hire	Home	
Home Meet training engineer over weekend/Monday	Over-the-road instruction with an experienced Training Engineer (1 to 3 weeks)					Payday 	Home

**Enclosed is a copy of the Schneider Training Academy Tuition Installment Contract. Please review this document prior to coming to class. The Tuition Installment Contract is signed on Day 1 of training. You will receive a signed copy for you records.**

**Day 1** Your first day is an orientation session that includes completion of paperwork and a presentation on health, wellness, and injury prevention tips that you will use during and after training. You will have a 30 minute Pre Work Screen Assessment to determine your physical ability to safely perform the essential functions of the job. You will also receive a detailed plan of the entire training program. Be prepared for some homework every day throughout training.

**Day 2** Your classroom instructor will introduce you to logging, an important skill you will use daily as a professional truck driver. Your instructor will also go through a presentation about safe practices working around trucks.

**Day 3** Part of the day is in the classroom where your instructor will lead a discussion on special road hazards and issues. You will have the opportunity to learn how to shift a truck by going through an introductory, hands-on experience in the simulation center. In addition, there is lab time in which an instructor will get you out by a truck and demonstrate basic safety procedures and equipment inspections. Through out the rest of the program you will receive primarily hands-on training.

**Day 4** This is your first day in the truck. An instructor will work with you closely each day to ensure you receive proper training and guidance. Your day will involve demonstration drives by your instructor and time behind the wheel to build your confidence in driving and handling equipment.

**Day 5** Your day will be a mix of driving time in the truck, learning how to couple and uncouple a trailer and time in a lab practicing equipment inspections. You will also spend time in the simulation center practicing defensive driving maneuvers.

**Days 6-7** These days are very similar to day 5. You will do a mix of activities that will help you progress your skills in driving and equipment inspections. Simulation center time includes practicing slow maneuvers, special braking, and skid control techniques.

**Day 8** Half of the day is spent focused on backing and slow maneuvers on the range with your instructor. The other half of the day is in the classroom introducing you to the use of a road atlas and interpreting map information.

**Day 9** A full day in the classroom continuing work in reading maps, planning trips and classroom time focused on hazardous materials handling.

**Day 10** You will spend all day in the truck, continuing to practice all driving skills. Your instructor will focus on areas needed for successful and safe driving.

**Days 11-13** Time is spent in the truck, driving and building your skills. Day 11 you will receive lab and simulation center time working on equipment inspections and practicing effective decision-making using simulated scenarios. Days 12 and 13 include classroom time learning about claims, theft prevention, advanced trip planning, and in-cab satellite communication tools.

**Day 14** Your day is spent in the classroom, focused on issues important to you before you start your over-the-road career. Your instructor will cover time and money management tips and proper paperwork handling. There will also be some final tests before you graduate. After lunch you will receive work boots and prepare for your return home.

Graduation from the Schneider Training Academy program will occur upon successful completion of the program and related tests. Upon successful completion of the program, you will receive a certificate, qualifying you to take a commercial driver's license test.

***Thank you for choosing Schneider Training Academy to help you start a successful and rewarding career as a professional truck driver.***

# **SCHNEIDER TRAINING ACADEMY**

• FONTANA, CA TRAINING LOCATION

• TRAINING ACADEMY OUTLINE

• TUITION DEBT AND INSTALLMENT CONTRACTS

• TRAINING ACADEMY SCHEDULE

Schneider Training Academy, Inc.  
P.O. Box 2667  
Green Bay, WI 54306-2667  
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**482-9762**