

Arizona Real Estate Salesperson Prelicense Course

Student Enrollment Agreement and Course Orientation for Self-Directed Study

1. COURSE TITLE

Arizona Real Estate Salesperson Prelicense Course

2. ADRE APPROVED COURSE NUMBER

OSCP14968

3. TOTAL CREDIT HOURS

90 hours

4. TUITION AND FEES

This course, whether purchased individually or as part of a package, consists of the following:

- \$149.00 Tuition
- \$100.00 Enrollment Fee

5. CANCELLATIONS AND REFUNDS

The student may cancel enrollment by giving email notice to School_Director@OnlineEd.com with REFUND REQUEST in the email subject line, or by US Mail to: OnlineEd, School Director's Office, 14355 SW Allen Blvd., Suite 240, Beaverton, OR 97005. US Postmark shall constitute the date of delivery. Unless OnlineEd has discontinued the program of instruction, the student is financially obligated to OnlineEd according to the following:

24 HOUR PREVIEW

The student is granted 24 hours from enrollment to view the OnlineEd program. Costs incurred by OnlineEd for already shipped textbooks, calculators, and other promotional items are non-refundable and will be deducted from the refund amount.

CANCELLATION AFTER 24 HOURS

If cancellation occurs after 24 hours of the *date of enrollment*, OnlineEd will withhold the following:

- \$100.00 Enrollment Fee
- \$15.00 Program Cancellation Fee
- \$30.00 Materials Access Fee

If the student withdraws from the program or is terminated by OnlineEd for violation of the Student Conduct Policy or nonpayment before either completing 50% of the course or within 30 days of the 365 days allotted for program completion, the student shall be entitled to a prorated refund of the tuition when the amount paid exceeds the charges owed OnlineEd by the student.

The term “pro rata refund” means a refund of tuition paid for that portion of the program not completed by the student. The pro rata tuition for which the student will be charged is determined by dividing the tuition paid or owed by the total number of course chapters, then multiplying by the number of chapters accessed.

CANCELLATION AFTER 30 DAYS OR 50% COURSE COMPLETION

If the student withdraws from the program, or is terminated by OnlineEd for violation of the Student Conduct Policy or nonpayment, after 50% of the course has been completed or 30 days after the date of enrollment, whichever first occurs, the student shall be obligated for the tuition charged for the entire OnlineEd program and will not be entitled to any refund.

POST-SALE REBATES

OnlineEd occasionally offers promotions which temporarily discount the pricing of certain products. If a product is discounted after it was purchased, OnlineEd will not issue any rebate or partial refund to reflect the temporarily discounted price.

PRICE-MATCHING

OnlineEd may match lower pricing of a competitor if: (i) the purchaser submits a request, with documentation of the competitor’s price, to OnlineEd within three days of the subject sale, and (ii) OnlineEd, in its sole discretion, determines that the competitor’s product is substantially similar to the applicable product that was purchased from OnlineEd.

REFUND OF BUNDLED ITEMS, PROMOTIONS, TEXTBOOKS, SURCHARGES, AND INCENTIVES

OnlineEd does not accept any promotional or incentive item returns. If a refund is requested early enough OnlineEd may be able to stop shipping items entirely and refund them. Once items have shipped they will be deducted from the refund amount. When an item is offered with free shipping, the actual cost of shipping the order will be deducted from the refund amount. Returned items from the

student should include a tracking number from the shipper.

OnlineEd will not be held responsible for items lost or damaged in transit. It is the student's responsibility to get the item back to OnlineEd. Items not returned in time to facilitate a timely refund will be processed without any credit for the item. If the student's course or product was bundled with another course or product and the student completed the original offered course or bundled course or used the product, in whole or in part, then the current listed catalog price of the course or product shall be withheld from the refund. OnlineEd does not refund textbooks costs, surcharges, shipping charges, promotional items, or additional courses and items bundled with your original course. Please understand that OnlineEd has no outlet for reselling used goods.

REINSTATEMENT

If program access terminates because the program offering period has expired, the student may petition for reactivation and inquire about extension options that may be offered. Reactivation or extension petitions should be by email to school_director@onlineed.com or by telephone to (503) 670-9278.

TRANSFER

If, after enrollment, you decide that you do not wish to continue with the course, you may transfer course access to a different person. However, **OnlineEd reserves the right, in its sole discretion, to accept or deny transfer requests.** Transfer requests will not be accepted if you have already accessed the course materials or if course access has expired. Any transferred course will remain subject to the same terms and conditions set forth in this Enrollment Agreement, including the applicable expiration schedule. If you transfer a course to a different person, no party will be eligible to receive a refund for that course.

DATE OF ENROLLMENT

Date of Enrollment will be determined by either: (a) When enrollment occurs in the physical school setting or the office of an approved OnlineEd agent, the Enrollment Date will be the date the enrollment agreement is signed by the student and the OnlineEd agent, whichever is later, or (b) When enrollment occurs online the Enrollment Date will be the date the students purchases the program, by clicking the Purchase Button acknowledging the student has read, understands, and agrees to the legally binding Enrollment Agreement.

6. TECHNICAL REQUIREMENTS

This course is presented entirely online. Students need a device with an internet connection, a functional modern web browser, and a PDF reader. This course works on all modern browsers and operating systems including Microsoft Edge, Google Chrome, Mozilla Firefox, Apple Safari, Opera, iPhone/iOS, and Android-based mobile devices, smartphones, and tablets.

Technical support questions should be directed to OnlineEd, LLC. and not your instructor. Students are not required to use this service. OnlineEd reserves the right refuse instructor support to students that abuse this service.

7. COURSE MATERIAL

All course materials are presented online and are included in the cost of enrollment. Students are responsible for hardware and/or device costs and internet service charges.

A supplementary physical textbook of the online course materials may be available as an additional fee. Any study time completed offline using the physical textbook does not count towards the 90 hours of study time needed to complete the online salesperson prelicense course.

All diagnostic assessments (i.e., end-of-chapter quizzes) and instances of instructional content (i.e., mid-chapter quick-study questions) are presented online and graded immediately upon submission.

8. COURSE COMPLETION REQUIREMENTS

The course will take approximately 90 clock hours to complete. A “clock hour” is defined as 50 minutes. ADRE regulations prohibit students from completing more than 10 credit hours of study per day (AAC R4-28-401).

Each chapter has a end-of-chapter diagnostic assessment to help enforce learning objectives. Each diagnostic assessment must be passed with a score of 100%, with each assessment question presented to the student until the question is mastered.

Each chapter also includes instances of instructional content in the form of quick-study questions to help students remember the topics covered in the chapter.

After completing the online study materials, students must submit an online course-completion survey as outlined by the ADRE. This short survey helps us improve the course material and student experience. Your thoughtful input is appreciated!

IN-PERSON COURSE FINAL EXAM

Salesperson prelicense courses require an end-of-course comprehensive exam containing 150 questions. The questions included on the final exam cover material from the entire 90-hour course presented in multiple-choice format, with at least four options for each question. The final exam has a minimum passing score of 75% and must be completed within 5 hours. All questions left unanswered after the 5-hour limit will be marked as incorrect.

The final exam must be completed at a physical testing location within the State of Arizona. Students will select their preferred test location from a list of locations presented at the end of the course. Students will make arrangements with their selected test center to take the salesperson end-of-course final exam. Students will be responsible for travel expenses, test center fees, and other costs incurred to complete the OnlineEd real estate salesperson course final exam.

After successfully passing the final exam, a course completion certificate will be available for the students to download and keep for their records. This certificate will be used at the sales associate licensing exam testing center as proof of completing the education requirement needed to sit for the

licensing exam.

If a student does not pass the comprehensive final exam, the student may make arrangements with the test location proctor to attempt the final exam on another day. The questions presented on the next attempt will be different than the prior failed attempt.

9. ATTENDANCE

This online course is available to students immediately upon purchase. Instructor and technical support are available during normal office hours of 8:00 am to 5:00 pm Pacific Time on Monday through Friday, excluding holidays. Online access to this course is available for 365 days from the enrollment date, ending at 11:59 pm Pacific Time on the last day of enrollment, unless stated otherwise.

STUDENT CONDUCT POLICY

Students are expected to show respect, courtesy, and consideration when visiting the school, communicating by phone or by Internet with instructional staff, customer service representatives, and technical support staff throughout the educational program. Appropriate behavior includes, but is not limited to; conducting themselves in a professional, legal, and cooperative manner that is not disruptive, harassing, intimidating, or dangerous. Deviation from these standards may result in disciplinary action.

Disciplinary actions, including warning notices, are issued for failure to maintain the student conduct standard. The student will receive either a verbal or written (email, US mail, or fax) warning for not complying with the school conduct policy. Failure to improve conduct may result in account *suspension or termination*.

SUSPENSION

Suspension means that a student has failed to comply with previous warning and is suspended for a specified period. Continuing with school/the program is contingent upon the student meeting the school's identified standards.

TERMINATION

Termination means that a student is permanently withdrawn from school. Although the school has established a process that includes a warning before termination, the school retains the authority, at its sole discretion, to impose immediate termination, when the school deems appropriate.

10. TOPICAL OUTLINE

The topics covered in this 90-hour online salesperson prelicense course are:

1. The Real Estate Business
2. Characteristics of Real Property

3. Estates in Real Property and Forms of Ownership
4. Ownership Forms and Title
5. Encumbrances and Liens
6. Transferring and Recording Title to Real Estate
7. Real Estate Leases
8. Land Use Planning and Control
9. Legal Descriptions
10. Contract Law and the Formation of Contracts
11. Problems in the Formation of Contracts and Assignment and Delegation
12. Contract Conditions
13. Breach of Contract and Remedies
14. Basic Agency Concepts and Terminology
15. Agency Duties and Responsibilities
16. Agency Relationships - The Licensee as an Agent of the Designated Broker
17. Listing Agreements
18. Contracts for the Sale of Real Estate
19. The Brokerage Business
20. Economics and Real Estate Brokerage
21. Real Estate Valuation - Part 1
22. Real Estate Valuation - Part 2
23. Real Estate Finance Documents
24. Loan Types and Loan Terminology
25. Mortgage Lending
26. Real Estate Loan Programs
27. Lender Settlement Regulations and Disclosures
28. Real Estate Investment
29. Real Estate Taxation
30. Property Management
31. Risk Management
32. Fair Housing
33. Closing
34. Ethics
35. Real Estate Licensing and Regulation
36. Arizona Real Estate Law
37. Arizona Licensing Law and Regulations
38. Arizona Easements, Encumbrances, Ownership, Conveyances
39. Land and Environmental Laws
40. Disclosure and Consumer Protection
41. Regulated Activities and Relationships
42. Arizona Finance and Taxation Practices
43. Leasing and Property Management
44. Other Related Arizona Practices and Laws
45. Real Estate Mathematics

11. COURSE AND LEARNING OBJECTIVES

The objective of this 90-hour real estate salesperson prelicense training course is to prepare licensee

candidates to successfully pass the Arizona Department of Real Estate (ADRE) salesperson licensing exam. The course covers the prescribed curriculum outlined by the Department and is one prerequisite to obtaining an Arizona real estate salesperson license. Candidates must also submit a salesperson license application to the ADRE and complete a background check.

Learning Objectives for this course include:

- Identify the various types of real estate activities that can be engaged in by a licensee;
- Distinguish between real and personal property
- identify and explain each of the co-ownership forms in terms of how they are created, their specific characteristics, and survivorship issues;
- explain the terms encroachment, license, and deed restriction and how they limit the legal owner's rights in property;
- distinguish between legal and equitable title;
- explain the goals of land use control;
- identify and discuss the four elements required to create a valid contract;
- write a real estate sale agreement contingency that includes all of the required elements of a well-drafted contingency;
- list the ways agency relationships are created and terminated;
- explain the agency relationship that exists between a designated broker and its affiliated licensees and the client,
- discuss contract contingency creation and contingency removal;
- list and explain the factors that affect real estate value;
- recognize and be able to define the various terminology that relates to real property financing;
- list the various taxing entities and describe some of the items for which each taxing entity may impose taxes;
- identify and explain basic risk management strategies;
- recognize how treating clients in a fair and ethical manner helps to prevent litigation;
- identify the major statutory source of Arizona law governing real estate activity
- identify and explain real estate license requirements;
- identify the various disclosures required under Arizona law;

- identify and discuss the basic responsibilities of a property manager and the basic elements of a property management agreement; and
- explain who may engage in business brokerage transactions and under which circumstances a real estate license is required.

A full list of each chapter's learning objective can be found within the course.

12. IN-PERSON FINAL EXAM LOCATIONS

Rio Salado College

2323 W. 14th Street
Tempe, AZ 85281

Cochise College - Sierra Vista Campus

901 N. Colombo Avenue
Student Union, Room 1057
Sierra Vista, AZ 85635

Additional in-person final exam locations may be available at a future date. Please contact OnlineEd for more information.

13. JOB PLACEMENT SERVICES

OnlineEd assumes no responsibility for job placement or future employment prospects for students. A list of real estate brokerage firms may be available online for students to contact directly to inquire about potential job placement. This list is informational and available as a courtesy to students to use at their discretion. OnlineEd does not receive commission from an employer for adding their real estate brokerage office's name and contact information to this list. OnlineEd does not send student contact information to real estate brokerage firms, employers, or recruiters.

14. STUDENT ACKNOWLEDGMENT

I have read, understand, and agree to the terms of this Agreement and have been advised that if I have questions I may contact OnlineEd by email sent to school_director@onlineed.com or by telephone to (503) 670-9278. I have read a copy of the course description or syllabus posted at the OnlineEd website at <https://www.onlineed.com>

I agree that my online acknowledgment and click-through of this agreement is legally binding. If enrollment was completed in person, this agreement must be signed by the student taking the course.