Introduction to Arizona Contract Writing

Student Enrollment Agreement and Course Orientation for Self-Directed Study

1. COURSE TITLE

Introduction to Arizona Contract Writing

2. ADRE APPROVED COURSE NUMBER

P615954

3. TOTAL CREDIT HOURS

6 hours

4. TUITION AND FEES

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

• \$50.00 Tuition

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

No refunds are available if cancellation occurs after 24 hours of the *date of enrollment*.

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 6 hours of study time needed to complete the online 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.

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.

8. COURSE COMPLETION REQUIREMENTS

The course will take approximately 6 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!

COURSE FINAL EXAM

This contract writing courses require an end-of-course comprehensive exam containing 25 questions. The questions included on the final exam cover material from the entire 6-hour course presented in multiple-choice format, with at least four options for each question. The final exam has a minimum passing score of 80%. Students may take multiple attempts to pass the course final exam, with each attempt presenting a new group of 25 questions.

After successfully passing the final exam, a course completion certificate will be available for the students to download and keep for their records.

9. ATTENDANCE

This online course is available to students immediately upon purchase. Instructor and technical support are available during normal office hours of 9:00 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 or US mail) 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 6-hour online course are:

- 1. Elements of a Contract
- 2. Contract Performance
- 3. Termination of Contract
- 4. Conditions and Contingencies
- 5. Drafting Contingencies
- 6. The Arizona Contract Writer
- 7. Residential Property Listing Contracts
- 8. The Buyer/Broker Agreement
- 9. The Purchase Contract
- 10. Writing Lease Agreements

11. COURSE AND LEARNING OBJECTIVES

The objective of this 6-hour real estate contract writing course is to teach new Arizona real estate salesperson licensees the limited practice of completing contracts as authorized under their real estate license. The first half of this course explains what a contract is and the technical makeup of a contract. The second half of this course walks students through completing several real estate contracts. Learning Objectives for this course include:

- list and recognize the four required elements of a legal contract.
- recognize factors that make a contract voidable.
- recognize different forms of contractual discharge and explain how they work.
- explain how a contingency is used in a real estate contract.
- identify poorly written contingencies.
- explain the restrictions of practicing contract writing as a real estate licensee.

- describe the four types of listing contracts allowed in Arizona.
- define why it is advantageous for a licensee to enter into a written contract with a buyer.
- describe how an offer from a buyer is, in essence, a contract.
- outline the basic requirements of a lease in Arizona.

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

12. 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.

13. 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.