



# JD ADVISING

## ENROLLMENT FORM

### COURSE INFORMATION

#### MICHIGAN BAR EXAM OPTIONS

- Michigan Bar Exam Course - \$5,500
- Michigan Essay Exam Course - \$2,199.99
- Michigan Bar Exam Seminar - \$499.99

#### UNIFORM BAR EXAM OPTIONS

- Uniform Bar Exam Full Course - \$5,500
- Multistate Essay Exam Course - \$2,199.99
- Multistate Essay Exam Seminar - \$499.99
- Multistate Performance Test Seminar - \$499.99

### STUDENT INFORMATION

First Name	Middle Initial	Last Name	
<input type="text"/>			
Mailing Address		City, State, Zip	
<input type="text"/>			
Email Address	Have you taken the bar exam previously? If yes, please list score(s).		
<input type="text"/>			
Phone Number	Bar Exam State	Bar Exam Administration	
<input type="text"/>			
Law School	Graduation	1L GPA	
<input type="text"/>			

### LAW FIRM BILLING\*

Firm Name	Office		
<input type="text"/>			
Mailing Address			
<input type="text"/>			
City	State	Zip Code	
<input type="text"/>			
Contact Name	Email	Phone Number	
<input type="text"/>			

\*Student understands that if the listed law firm does not reimburse JD Advising for the Program, that Student will be responsible for the cost of the Program.

## JD ADVISING ENROLLMENT AND TERMS AND CONDITIONS AGREEMENT

This Enrollment and Terms and Conditions Agreement (the "Agreement") evidences the undersigned student's (the "Student") agreement to enroll in one or more of the courses and programs (each a "Program" and collectively, the "Programs") offered by JD Advising, LLC ("JD Advising") and further sets forth the terms and conditions that will apply to the Student during the Student's enrollment in the Program. This Agreement shall be binding upon the Student and JD Advising following the Student's delivery of an executed Agreement to JD Advising at the email or mailing address set forth above and acceptance by JD Advising. JD Advising reserves the right, in its sole and absolute discretion, to accept or reject the enrollment of any and all students, and JD Advising will notify the Student accordingly. During the term of the Student's participation in the Program, Student hereby acknowledges and agrees to the following:

**1. Initial Deposit and Payment.** Simultaneously with the delivery of an executed copy of this Agreement, Student shall pay and make an initial non-refundable deposit of One Thousand Dollars (\$1,000) in connection with the Programs that the Student has elected to enroll in, as more particularly identified in the application set forth above (the "Initial Program Deposit"). Following the full payment of the Initial Program Deposit, Student shall pay the remaining balance due to JD Advising prior to April 15 for the July administration and October 15 for the February administration. In the event the Student fails to pay the full amount due by the aforementioned deadline, Student shall forfeit the Initial Program Deposit. Notwithstanding the above, if the Student elects to only enroll in a seminar, Student shall be required to make a full payment at least forty-eight (48) hours prior to participating in any seminar.

**2. Program Materials.** Following the full payment, Student shall receive the Program Materials (as hereinafter defined) throughout the course of the Program in accordance with the time frame established by JD Advising. A Student may request to receive any of the Program Materials prior to this time frame, however JD Advising reserves the right to deny such request. It is JD Advising's policy that Program Materials that are lost, stolen or damaged will not be replaced under any circumstances. Student hereby acknowledges, agrees and understands that Program Materials will only be returned to the Student if the Student does not pass the bar examination and JD Advising receives a written request made by the student for the return of the Program Materials within fourteen (14) days of when the bar examination results are released. If JD Advising fails to receive the request by the Student for the material within the aforementioned timeframe, JD Advising shall have no obligation to return the Program Materials.

**3. Cancellations and Reschedule of Sessions.** Student hereby acknowledges, understands and agrees that Programs will be taught by a JD Advising instructor. In the event of an emergency, JD Advising reserves the right to reschedule the class. If Student misses a class for any reason, Student hereby understands and agrees that Student will not have the opportunity to makeup the missed class unless previously agreed to in writing by JD Advising.

**4. Private Consultations.** Student understands that it is the Student's responsibility to schedule the one-hour private session ("Session") (where applicable) with JD Advising staff at a mutually agreeable time. If Student fails to schedule the Session or postpones scheduling of the Session until there is no availability, then student forfeits the right to the Session and has no legal remedy against JD Advising.

**5. Recording of Sessions.** Student hereby acknowledges, understands and agrees that no recording of any kind (tape, audio or otherwise) is permissible during the Program. If Student is discovered violating this provision, JD Advising reserves the right to terminate this Agreement and pursue any legal remedy available.

**6. Practice Exams and Essays.** Student hereby understands that JD Advising staff will grade any timely submitted essays and provide feedback. Student acknowledges and agrees that JD Advising will only grade essays that are submitted within seven (7) days of the session or class assigned unless otherwise agreed in writing by JD Advising. Any essays not submitted within the aforementioned time frame will not be graded.

**7. No Guarantee.** Student hereby acknowledges, agrees and understands that JD Advising makes no representations, warranties or guaranties (expressed or implied) that the Student will successfully pass the bar examination or with respect to any of the Program Materials.

**8. Term and Termination.** The term of this Agreement shall commence following JD Advising's acceptance of the enrollment of the student in the Program and shall continue to be in effect unless terminated upon the earlier of (i) by JD Advising at any time and for any reason, by five (5) days prior written notice to the Student; (ii) if Student breaches or violates any provision of this Agreement or policies of JD Advising; (iii) Student fails to make full payment all amounts due in accordance with this Agreement; or (iv) following the Student's sitting for the bar exam. Notwithstanding anything in the previous paragraph, such termination shall not affect either parties' rights and obligations under Section 2, 5, and 7 through 13.

**9. Return of Program Materials.** Following the termination of this Agreement, Student shall return all the Program Materials to JD Advising within thirty (30) days at the address set forth above. In the event Student fails to return the Program Material within the thirty (30) day period, Student shall be liable to JD Advising for the payment of \$1,000 (the "Late Payment Amount"). Student understands that JD Advising is a start up company with limited resources and the Late Payment Amount is a best faith estimate of the cost to replace such Program Materials.

**10. Intellectual Property.** Student understands and agrees that JD Advising owns all rights, title, and interest in and to all lecture and course materials used for the Programs and provided to the Student relating to the Program, including, without limitation all intellectual property rights therein (collectively, the "Program Materials"). Such Program Materials include, but are not limited to, the outline books, any handouts, support materials, and other curriculum items. JD Advising grants Student a nonexclusive, revocable license to use the Program Materials for noncommercial purposes only related to Student's participation in the Program and only while enrolled in the Program. Student agrees that the Program are protected by copyright laws and are confidential and proprietary to JD Advising and will not disclose them to any third party, except to other students participating in the Programs. Student shall not sell, share, copy, record, reproduce or distribute, nor permit a third party to sell, share, copy, record or distribute, the Program Materials during or after the term of this Agreement. The license granted herein shall automatically terminate and be revoked as of the termination of this Agreement. JD Advising further reserves the right to terminate the license granted herein at any time if Student fails to comply with the terms of this Agreement.

**11. Indemnification.** Student hereby agrees to indemnify and hold JD Advising harmless from and against any and all losses, damages, expenses, costs, liabilities, interest and attorneys' fees incurred, directly or indirectly, by JD Advising arising out of any actions, omissions, misrepresentations or breach by the Student.

**12. DISCLAIMERS AND LIMITATION OF LIABILITY.** JD ADVISING MAKES NO WARRANTY OR REPRESENTATION AS TO THE SUITABILITY OR QUALITY OF ITS SERVICES OR MATERIALS AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANYTHING DONE OR OMITTED IN RELIANCE UPON ITS SERVICES OR MATERIALS. THE STUDENT HAS SOLE RESPONSIBILITY FOR FULFILLING ANY REQUIREMENTS OR ACCOMPLISHING ANY OBJECTIVES FOR WHICH THE STUDENT PURCHASED ANY OF THE JD ADVISING'S SERVICES OR MATERIALS. JD ADVISING EXPRESSLY DISCLAIMS, AND THE STUDENT HEREBY EXPRESSLY WAIVES, ALL IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL JD ADVISING BE LIABLE TO THE STUDENT FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES EVEN IF JD ADVISING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL JD ADVISING'S LIABILITY EXCEED THE AMOUNT OF \$250.

**13. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, notwithstanding the fact that either party is or may hereafter become domiciled or located in a different state. The parties stipulate and agree that (a) any and all claims, disputes, controversies, suits or actions arising out of or relating to the provisions of this Agreement or the subject matter hereof (the "Claims") shall be adjudicated exclusively in Oakland County Circuit Court, Michigan, or the United States Federal District Court for the Eastern District of Michigan sitting in Detroit, Michigan, which courts shall have the exclusive jurisdiction and venue for any and all said Claims; and (b) such courts are a convenient forum and the parties will not seek to transfer the action to any other court. The parties waive, to the fullest extent permitted by law, any objection that they may respectively now or later have to the laying of venue in said courts. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall first use their best efforts to settle the dispute, claim, question or disagreement. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a mutually agreed upon party before resorting to arbitration, litigation, or some other dispute resolution procedure. This Agreement constitutes the entire agreement between the Student and JD Advising with respect to the subject matter hereof and supersedes any and all other prior or contemporaneous agreements, either oral or written, between the parties (including, without limitation, any student representative of JD Advising) with respect to the subject matter hereof. Student may not assign this Agreement or any of their rights hereunder. Student's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights. A facsimile or PDF signature of any party shall be immediately binding upon such party and have the same legal effect as an original signature of such party. If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

**I, Student, acknowledge that I have read the Agreement and agree to be bound.**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_