

AFI Incoming Fellow Policies Review

Dear Incoming AFI Fellow,

AFI has policies and standards that you should be aware of when considering enrolling in the Conservatory. Please review the *Fellow Handbook* as you consider the Enrollment Agreement. You should review the entire Handbook, including but not limited to the following policies:

- AFI MISSION, VISION, AND VALUES
- POLICY ON NONDISCRIMINATION
- FAMILY EDUCATION RIGHTS AND PRIVACY ACT (“FERPA”)
- AFI CONSERVATORY ATTENDANCE POLICY
- AFI FELLOWS’ RESPONSIBILITY STATEMENTS
- WITHDRAWAL POLICIES
- INTERNATIONAL FELLOWS’ POLICIES
- EMPHASIS ON COLLABORATION
- TUITION AND FEES
- FINANCIAL RESPONSIBILITIES
- AFI CONSERVATORY REFUND POLICY
- FINANCIAL AID POLICIES
- COMPLAINT FORM AND PROCESS
- HEALTH INSURANCE POLICY
- LEARNING ACCOMMODATIONS & ASSISTANCE
- AFI POLICY ON ACCOMMODATION OF DISABILITIES

**AFI CONSERVATORY
ENROLLMENT AGREEMENT**

This Enrollment Agreement (this “Agreement”) is between the undersigned Fellow (“I”, “my”, or “me”) and American Film Institute (“AFI”), a non-profit District of Columbia corporation located at 2021 North Western Avenue, Los Angeles, CA 90027 with regards to the Fellow’s attendance at the AFI Conservatory (the “Conservatory”).

I hereby agree that I am enrolling as Fellow at the Conservatory to pursue a Master of Fine Arts (MFA) or a Certificate of Completion in one of six (6) filmmaking disciplines. I understand that this Agreement applies to the 2026-2027 and 2027-2028 academic years, and that the use of the term “year(s)” refers to those specific school years.

1. Enrollment Seat Reservation and Payment Agreement.

- a. Seat Reservation
 - i. One (1) seat is being held exclusively for me in my accepted program.
 - ii. This represents one of twenty-four (24) total available seats in the program.
 - iii. This reservation is non-transferable.
- b. Payment Obligation
 - i. I commit to paying the full tuition due amount by July 1, 2026.
 - ii. Payment shall be made in accordance with the Institution’s approved payment methods.
 - iii. **Failure to make payment by the specified date may result in forfeiture of my reserved seat.**
- c. Acknowledgement
 - i. I acknowledge and accept these terms and conditions regarding the seat reservation and payment obligation.

2. Tuition/Payments.

In further consideration for reserving my placement for the 2026-2027 academic year, I agree to pay all required tuition and fees including non-refundable fees, such as tuition deposit fees. I acknowledge and agree that tuition is due by July 1, 2026 OR I will have agreed to an official payment plan with the Conservatory Bursar no later than June 1, 2026. By signing this Agreement, I authorize the AFI to deposit tuition and fee payments in which I appear as co-signer with the AFI, without my signature. I can cancel or modify this authorization at any time by emailing Bursar@AFI.edu. I understand that cancelling or modifying this authorization may have specific consequences related to my enrollment in the program and/or fees and amounts owed to AFI Conservatory.

I further agree to pay the required tuition and fees for my second academic year (“Second Year”) as a condition of my enrollment in Second Year courses at the Conservatory by the deadline established by AFI.

I understand that it is my responsibility to comply with the Tuition and Fees Policy and any other policies in the Fellows Handbook related to tuition, fees, financial aid, and refunds. This means that I agree that I meet all tuition and fee payments and deadlines for each year of my enrollment at the Conservatory, and that failure to do so will result in suspension from the Conservatory pending review for dismissal. I understand that suspension includes but is not limited to: (a) exclusion from all Conservatory classes, productions and activities, including use of Conservatory facilities; (b) denial of enrollment in the following term/semester; (c) denial of receipt a degree or certificate, or participating in commencement ceremony activities; and (d) denial of screen credit on any Conservatory production(s). I further understand that any unpaid balance related to my account will be subject to all collection costs, including reasonable attorneys' fees (if applicable), and collection agency fees. No exceptions will be made for unpaid balances.

I understand that as a Fellow, I am responsible for securing funds and paying for tuition/fees by the published deadlines for each term. If I am eligible for financial aid, all forms and procedures must be completed in time to meet Conservatory payment deadlines.

I understand that, if I withdraw or if I am dismissed from the Conservatory, any unpaid balance of tuition and fees for the full term, if any, are due and payable immediately and that any refund is due only in accordance with the Refund Policy as stated in the Fellow Handbook. I understand and agree that the Conservatory reserves the right to withhold official certificates and degrees until payment is fulfilled.

I understand that if I obtain a loan to pay for an educational program, I will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. I understand that if I default on a federal or state loan, both the following may occur: (1) The federal or state government or a loan guarantee agency may take action against me including applying any income tax refund to which I am entitled to reduce the balance owed on the loan. (2) I may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.

3. Applicant/Fellow Non-Cancellation of Agreement.

I understand that my obligation to pay tuition and fees for the full academic year becomes unconditional as of the date of my execution of this Agreement and that no portion of tuition or fees paid or outstanding will be refunded or canceled in the event of my absence, withdrawal or dismissal, unless subject to the terms of AFI's financial aid policies and process.

AFI has the sole right to revoke or cancel this Agreement. This Agreement may be revoked or canceled by AFI if any of the following occur:

- a. FIRST YEAR FELLOWS: If the Fellow in their first academic year (“First Year”) does not meet their financial responsibility for such First Year;
- b. SECOND YEAR FELLOWS: If the Fellow in their Second Year does not meet their financial responsibility and curricular obligations for (i) such Second Year and/or (ii) the prior academic year, as all tuition and fees from the prior academic year must be paid in full to continue enrollment in the Second Year; and
- c. ALL FELLOWS: If the Fellow does not abide by the policies and procedures as set forth in the Fellow Handbook, the Conservatory Production & Production Safety Handbook (“Safety Handbook”) and additional appendices and literature developed by the Conservatory which may be revised or updated from time to time, which will be made available to Fellows attending the Conservatory via the AFI intranet and website.

4. Late Payment Fees.

If I fail to make a payment on or before the date on which it is due, I agree that late fees, consistent with the terms of the Handbook, may be applied to the unpaid balance of my tuition account, which will remain so long as the account remains unpaid. I acknowledge that failure to make on-time payments may lead to my enrollment being rescinded by the AFI Conservatory.

5. Standards of Behavior.

- a. I understand, agree and accept that I am bound by all rules, regulations and policies of AFI and the Conservatory as encompassed in the Fellow Handbook or Safety Handbook, or as are otherwise made known from time to time by the administration of AFI and the Conservatory.
- b. I hereby acknowledge and agree that AFI and the Conservatory may modify its policies and procedures from time to time and that official notification of such modifications will be made via email or hard copy and incorporated by reference into this Agreement.
- c. I acknowledge that my enrollment at the Conservatory is conditioned upon the truthfulness of the warranties made by me in this and other documents and contingent upon my following the Conservatory’s policies and procedures as outlined in the Handbook and Safety Handbook.
- d. I understand and agree that failure to observe AFI’s and/or the Conservatory’s policies and procedures subjects me to academic and/or disciplinary action(s) that may include, and are not limited to: fines, letter(s) of reprimand, loss of

facility privileges, exclusion from attendance or enrollment in subsequent academic years, and/or expulsion.

6. Fellow Production and Intellectual Property.

a. First Year Films:

- i. I hereby acknowledge and agree that the entire product of my First Year production work (with the exception of adapted or original screenplay material being utilized as underlying intellectual property), including but not limited to, digital, film, videotape and sound recordings (collectively the “First Year Work Product”), shall be produced for educational purposes only and shall be considered First Year Work Product created for the sole purposes of the AFI Conservatory degree/certificate program and the evaluation of Fellows within this program. I further grant/assign to AFI:
 1. copyright in the First Year Work Product; and
 2. the right to review, evaluate, compile or destroy the First Year Work Product as part of the educational process. Notwithstanding the forgoing, AFI Conservatory will not acquire underlying literary rights to any First Year Work Product. In connection therewith, I hereby waive the “moral rights” of authors, i.e. “droit moral”, as said term is commonly understood throughout the world and under the laws of any country whatsoever. Further, I acknowledge and agree that any First Year Work Product may not, under any circumstances, be publicly exhibited by me.
 3. the right to exhibit or otherwise make the First Year Work Product available to prospective Conservatory applicants, Fellows, and to those engaged in research or other academic work through the AFI Conservatory library.

b. Second Year Films:

- i. I hereby acknowledge and agree that the entire product of my Second Year production work, including but not limited to all written material, exposed film and digital or videotaped recordings and recorded sound, and all benefits of rights obtained from third parties (collectively, the “Second Year Work Product”), and the rights to distribute, exhibit, and exploit the Second Year Work Product in perpetuity in any and all media now or hereafter known or devised throughout the universe, are owned exclusively by AFI. AFI may exercise such rights to distribute, exhibit, and/or exploit my Second Year Work Product with no further compensation due to or consent from me. AFI shall have the right to copyright the Second Year Work Product in whole or in part and register these copyrights in the name of AFI or any related affiliate’s name.

- ii. AFI will acquire and hold non-exclusive rights to the Second Year Work Product's screenplay and/or underlying literary material in connection with its acquisitions of exclusive distribution rights to Second Year production work as detailed above.
- iii. AFI has the unlimited right to cut, edit, change, dub, subtitle or otherwise alter or add to the Second Year Work Product in order to fulfill necessary distribution requirements or other requirements for licensing such Second Year Work Product.
- iv. In connection with the distribution and/or license-required changes, I hereby waive the "moral rights" of authors, i.e. "droit moral", as said term is commonly understood throughout the world and under the laws of any country whatsoever. I further acknowledge and agree that AFI has complete and final approval for all credits in and to the Second Year Work Product and that I cannot withdraw or alter my credit as approved by AFI.

7. Name and Likeness.

I hereby irrevocably grant AFI, its successors, assigns and licensees the non-exclusive right to: (i) use my name and likeness in connection with photographs that I supply or taken by AFI employees or agents, of me or of my production work related to the Conservatory in such a manner as AFI may determine in its sole discretion; (ii) photograph, record, reproduce or otherwise use the same in connection with advertising and promotional materials for AFI; and (iii) exhibit, advertise and exploit these rights in perpetuity in any and all media now or hereafter known or devised throughout the universe. I represent and warrant that I have the full right and authority to grant such rights in all media throughout the universe, and that no one else's permission or ratification is required. I agree to waive my rights, if any, to enjoin, restrain or interfere with the development, production, advertising, promotion, publicizing, exhibition, distribution or exploitation of the rights granted hereunder.

8. No Joint Venture.

I agree that I am not an employee, agent, joint venturer, or partner of AFI and nothing contained in the Handbook or any other agreement I may enter into with AFI in connection with my participation in the Conservatory shall be construed to make me an employee, agent, joint venturer, or partner of AFI and I shall not represent myself to any third parties in any of the foregoing capacity. I further represent I shall not use any AFI stationary bearing AFI letter and logo for any of my correspondences or communications.

9. Indemnification and Insurance.

I understand that I am solely responsible for any and all debts or liabilities which may arise as a consequence of my action as a Fellow (including but not limited to my tuition debts,

production debts, production obligations and liabilities) or the actions of persons under my supervision as a Fellow. I further acknowledge it is my responsibility as a Fellow to fully comply with all safety procedures and practices and to ensure that those under my supervision during production are also informed of and complying with all safety procedures and practices. I also acknowledge that I am required to maintain a comprehensive medical insurance policy throughout my attendance at the AFI Conservatory and that any costs associated with injuries sustained by me or others as a result of my actions (or the action of those under my supervision during production) during Conservatory activities will be my sole responsibility.

I acknowledge and agree that I will comply with the Handbook section titled INSURANCE, which fully explains AFI's limited insurance coverage, if any, and my possible liability for deductibles as well as my liability for my own negligence and the negligence of others under my direction. I understand that it is my responsibility to take care of any and all debts which may arise as a consequence of my actions or the actions of persons under my supervision. I further acknowledge it is my responsibility to fully comply with all safety procedures and practices as outlined in the Handbook, Safety Handbook, and as otherwise outlined by AFI and/or Conservatory faculty and/or staff.

10. Disruption of Operations.

Although AFI expects to operate its facilities during the academic year, I understand and agree that events beyond the AFI's control may necessitate a cessation of all or part of the campus operations and result in an extension or contraction of the academic year. In the event the Conservatory's operations are disrupted for any reason, AFI shall be entitled, in its sole discretion, to suspend its duties, obligations and performance under this Agreement immediately and without notice. I understand that this modification shall not entitle me to a refund or proration of tuition and/or fees.

11. General Terms.

This Agreement shall inure to the benefit of and be binding upon the signatures hereto, their respective successors, assignees, next of kin, heirs, administrators, executors, officers and agents. This Agreement contains the entire understanding between the parties and cannot be modified or supplemented without the written consent of both parties. This Agreement will be construed in accordance with and under the jurisdiction of the laws of the State of California. I have read, understand and accept the above provisions as an integral part of enrolling in the Conservatory. I acknowledge that, as the undersigned party, I am financially liable for all amounts due, and timely payments of all amounts due, pursuant to this Agreement. I understand that this is a legally binding contract.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that AFI's cancellation and refund policies have been clearly explained to me.

Signed

Name

Date