

Roehl Transport, Inc.

Tuition Assistance Training Agreement

The following student had been admitted to a CDL Training Program sponsored by Roehl Transport, Inc., (RTI) located at 1916 East 29th Street, Marshfield, Wisconsin 54449. The CDL Training is made available to the Student through Roehl Driver Training Center (RDTC) on the following terms and conditions.

Student's Name: _____
 Student's Address: _____
 City, State, Zip: _____
 Student's Phone: (_____) _____
 Student's Social Security Number: _____ - _____ - _____

CDL Training Start Date: _____
 CDL Training Completion Date: _____

Tuition-Related Fees and Costs, and Student Living Expenses:

Tuition and Training Materials	\$ <u>2,800.00</u>	(\$2,800.00)
Processing Fee (Non Refundable Processing Fee)	\$ <u>100.00</u>	(\$ 100.00)
Testing Fee	\$ <u>85.00</u>	(\$ 85.00)
Lodging Fee (Optional)	\$ _____	(\$ 350.00)
Total	\$ _____	
 Amount paid by Student:	 \$ _____	
Amount advanced by RTI (also amount borrowed by student)	\$ _____	

1. Prerequisites for CDL Training: Student acknowledges and agrees that the Student will obtain, at the Student's expense, a Commercial Drivers License (CDL) learner's permit on or before the first day of CDL Training:

Student acknowledges and agrees that compliance with all Federal Motor Carrier Safety Regulations affecting commercial drivers including, without limitation, hazardous material, physical examination and drug testing requirements and all local, state and federal laws and regulations is a prerequisite to and condition of continued enrollment in the RDTC, and that Student can be denied attendance at or immediately dismissed from the RDTC for failure to comply with said laws and regulations. Student further acknowledges and agrees that a refusal to take DOT mandated drug or alcohol tests will result in immediate dismissal of the Student from the RDTC.

2. Driver Training Tuition, Fees and Costs: Student agrees to pay, on or before the first day of CDL training, a nonrefundable processing fee in the amount identified on page 1 of this Agreement (the "Processing Fee") for the administrative cost of processing Student's enrollment in CDL Training. Student agrees to Furnish Roehl Transport with the Tuition and Training Materials costs for the CDL Training in the amount identified on page 1 of this Agreement (the "Tuition & Training Materials"). The Tuition and Training Materials costs include all books and materials the Student is required to have or utilize in the CDL Training Program.

3. Tuition Financing: Subject to RTI credit approval, RTI agrees to loan for approved Students the amount of Tuition and Training Materials costs under the terms of a Retail Installment Contract. To obtain such a loan, Student must agree to the terms of the Retail Installment Contract and sign the Retail Installment Contract on or before the first day of CDL training. Student agrees that RDTC may not give to Student or any third party information or confirmation of Student's grades, transcripts, or successful completion of the CDL Training until after RTI gives written notification to RDTC that the Student has fully performed Student's obligations under the Retail Installment Contract. Student releases RDTC from any obligation to give such information, or liability for complying with this agreement.

4. Student Room/Board/and CDL license expenses. Student is responsible for paying Student's living expenses while attending CDL Training. Living expenses include but are not limited to lodging, transportation, meals, entertainment, personal expenses and personal supplies. An area motel or apartment may be available for Driver Training students at reduced rates and subject to certain lodging rules or guidelines (the "CDL Training Lodging"). CDL Training Lodging is multiple-person occupancy per room, is subject to availability, and is filled on a first-come, first-serve basis. Student may obtain information about the availability of CDL Training Lodging, the current fee schedule, and current lodging rules or guidelines from RTI. Student agrees to comply with the lodging rules or guidelines if Student elects to stay in CDL Training Lodging. Student is responsible for arranging and paying for Student's transportation home if Student fails to complete the CDL Training because Student is dismissed or withdraws from the CDL Training Program. Student is also responsible for all CDL license fees.

5. Student Conduct: During any term of CDL training, Student shall abide by all rules and regulations of CDL training. Violation of such rules may result in the immediate dismissal of Student.

6. Release of Liability: The Student understands that truck driving can be dangerous and Student accepts the risks inherent in participating in the CDL Training. Student agrees to be responsible for all of Student's medical, incidental or consequential expenses that he or she may incur as a result of his or her participation in CDL Training. Student releases RTI and RDTC from any and all liability to Student for any injury, loss, claim or other damage student may sustain while attending CDL Training, participating in driver exercises, and/or while on the property of RTI or RDTC. However, RTI and RDTC will be liable to Student, as provided by applicable law, for any injury to the Student caused by the gross negligence of RTI and/or RDTC.

7. Dismissal or Withdrawal from CDL Training: RDTC reserves the right to dismiss Student from CDL Training if any of the following occurs:

- a. Student fails to comply with the policies, rules and regulations adopted by RDTC for the CDL Training Program.
- b. Student fails to comply with any of the terms of this Agreement.
- c. Student fails to comply with any applicable lodging rules.
- d. Student engages in any illegal, threatening or unsafe behavior.
- e. Any statement in Student's application proves to be untrue or misleading.
- f. Students fails to maintain the prerequisites or the qualifications on the basis of which Student was admitted to the CDL Training.
- g. Student does not attend training sessions.
- h. RDTC otherwise decides, in its sole discretion, that student is unsuitable or is unable to satisfactorily perform in the CDL Training program, is not cooperating, or is a safety hazard.

Student may withdraw from CDL Training at any time at Student's discretion. Subject to the terms of paragraph 8 of this Agreement, if RDTC dismisses Student, or if Student withdraws from CDL Training, then Student will remain liable for the payment of any fees, costs, or tuition owed by the terms of this Agreement and the terms and conditions of any Retail Installment Contract executed by Student.

8. Proration of Tuition and Costs: If Student is dismissed or withdraws from CDL Training prior to Student's completion of the program, then the tuition and included training materials costs owed by Student will be prorated at the rate of \$164.70 per day for each full or partial class day completed by Student. If Student executed a Retail Installment Contract for RTI advance of the tuition and training materials, Student is liable for the payment of the pro rata amount to RTI under the term of the Retail Installment Contract.

9. RTI Employment: Student understands that successful completion of the CDL Training Program is one of the conditions to obtaining employment with RTI as an over-the-road truck driver. Student hereby acknowledges and agrees that, by enrolling in the CDL Training Program, Student is not guaranteed employment with and does not become an employee of RTI, and that Student will not be paid for attending CDL Training or for any truck driving that Student may do to successfully complete CDL Training. Student further acknowledges and agrees that if a conditional offer of employment were ultimately made by RTI, said offer would be contingent not only upon Student's successful completion of CDL Training, but also Student's full compliance with all of the Department of Transportation requirements, a positive reference from RDTC, and Student's meeting all other requirements of employment as an over-the-road truck driver with RTI.

10. Whole Agreement: This is the whole Agreement between Student and RTI. Student acknowledges that he is not relying, in signing this Agreement, on any promises, whether oral or written, other than those found in this Agreement. If any portion of the Agreement is found to be unenforceable, then both Student and RTI desire that all other portions that can be separated from it or appropriately limited in scope shall remain fully valid and enforceable.

11. Choice of Law and Designation of Forum: Any dispute or claim arising from or related to this Agreement, or its terms and conditions, shall be governed by the laws of the State of Wisconsin. Each party agrees that any claim, litigation or dispute arising from or related to this Agreement shall be litigated in a court located in Wood County, Wisconsin and hereby consents to personal jurisdiction and venue in such court.

12. Relationship with RDTC: Student acknowledges that RDTC's primary purpose is to provide CDL Training for Students who desire to become an Employee of RTI.

By signing this Agreement, I State that I have read this Agreement and that I understand and Agree to all of the terms and conditions and acknowledgements contained in this Agreement.

Student's Name (Print)

Student's Social Security Number

Student's Signature

Date

Witness:

Name (Print)

Signature

Date