

ADJUSTERS UNLIMITED ACADEMY, L.L.C.
Post Office Box 2311
Marrero, Louisiana 70073
(504)399-6910

Adjusters Instruction Contract version _____

I, _____, (hereinafter "Student"), hereby employ and retain the services of ADJUSTERS UNLIMITED ACADEMY, L.L.C., (hereinafter "Instructor"), to provide Student with a course of instruction (hereinafter "The Course"), in anticipation of Student registering for and taking the Louisiana P&C Insurance Claims Adjusters Examination.

Student agrees to and acknowledges the following:

- a) The Course will be conducted on Monday thru Friday evenings, between the hours of 6:00 o'clock p.m. and 10:00 o'clock p.m., (hereinafter "Class Meetings"), by personnel of Adjusters Unlimited Academy and discretion (one or more Adjuster of Louisiana). If the Student misses any Class Meetings, Instructor shall not be obligated to provide an alternative or make-up class.
- b) Class Meetings begin on Monday, December 7, 2020, and will continue through and including Friday, December 11, 2020.
- c) Class Meetings may be canceled at any time due to weather emergencies, local, state and/or federal government decrees, orders and/or declarations, Acts of God, and/or any and all unforeseen circumstances which make conducting Class Meetings impossible and/or impracticable. Instructor will not be obligated to conduct any additional and/or substitute Class Meetings under any of the above circumstances. Instructor will provide to Student a minimum of twenty (20) contact hours of Class Meetings.
- d) Student agrees to pay a one-time, non-refundable tuition fee of \$375.00 to participate in The Course, which fee is due and payable to Instructor before Student attends the first-Class Meeting on December 7, 2020. The Course textbooks are included in the tuition fee. This contract does not give rise to any claims by any third persons for claims relating to Student's failure to successfully pass the Louisiana P&C Insurance Adjusters Examination, even if Student's tuition fee is paid by a third person. Student further agrees to indemnify Instructor for any claims made by any third person regarding Student's failure to pass the Louisiana P&C Insurance Adjusters Examination.
- e) Student specifically agrees and understands that Instructor does not warrant nor guarantee that Student will successfully pass the Louisiana P&C Insurance Adjuster Examination and/or obtain a license as Louisiana Claims Adjuster in and for the State of Louisiana. Further, Instructor shall not be liable to Student for expenses, reimbursements, costs and/or damages of any kind which may result from Student registering for and/or taking the Louisiana P&C Insurance Claims Adjuster Examination.
- f) Student understands that enrollment and attendance in The Course is not a guarantee of success for passing any portion(s) of the Louisiana P&C Insurance Claims Adjuster Examination or otherwise being found qualified to obtain a Louisiana P&C Insurance Claims Adjuster License.
- g) Student understands and accepts that significant out-of-class study will be required to successfully pass the Louisiana P&C Insurance Claims Adjuster Examination, and Student agrees to hold Instructor harmless from any claims relating to Student's failing to pass the Louisiana P&C Insurance Claims Adjuster Examination.
- h) Student further accepts that the content of The Course has little or no applicability to any other State.
- i) Student further understands that all materials and lectures provided by Instructor are proprietary and are owned by Instructor. Student agrees not to disseminate lectures and materials to any person who is not a Student of The Course.
- j) Student agrees that the Parish of Jefferson, State of Louisiana, shall be the only proper venue for any litigation against Instructor which may arise from this contract.

STUDENT

GARY FOUCHA, for Adjuster Unlimited Academy,
L.L.C.

STUDENT'S ADDRESS, CITY, STATE, ZIP, PHONE & EMAIL