

SUMMER TRIAL ADVOCACY STUDENT CONTRACT

Background

A number of students enrolled in the College of Law have expressed interest in taking a summer Trial Advocacy course.

There are not State appropriated funds available to defray the cost to offering a summer Trial Advocacy course.

In order to keep tuition at \$875.00 per student, at least twenty-four (24) students must enroll in the summer Trial Advocacy course.

The College of Law, the West Virginia Continuing Legal Education, and the student signing below agree as follows:

1. Except as provided in paragraph 7 below, the student shall pay a fee of \$875.00 to West Virginia Continuing Legal Education on or before April 11, 2005 or shall, with the permission of Professor McDiarmid upon a showing of financial hardship, execute on or before April 11, 2005 a promissory note in that amount payable by July 11, 2005.
2. To participate in the summer Trial Advocacy course, the student must be qualified to take Trial Advocacy (second year or higher, have completed Evidence, willingness to complete all preliminary assignments for the course). By signing this contract, the student warrants that he or she is so qualified. If the College of Law determines that the student is not qualified, the student may not take the course. In that event, paragraphs 3, 5 and 6 control the disposition of any fees paid.
3. If, by April 11, 2005, at least twenty-four (24) qualified students have not delivered executed Summer Trial Advocacy Student Contracts to the Receptionist and have not made payments as set forth in paragraph 1, the College of Law and West Virginia Continuing Legal Education shall not be obligated to offer the course and will not do so. In that event, West Virginia Continuing Legal Education shall return any fees paid to the student or release that student from any obligation pursuant to his or her promissory note.
4. If by April 11, 2005 at least twenty-four (24) qualified students have delivered executed Summer Trial Advocacy Student Contracts to the Receptionist and have made payments as set forth in paragraph 1, the College of Law and West Virginia Continuing Legal Education shall offer the course to the first twenty-four (24) students pre-selected by Professor McDiarmid or chosen on a first come first served basis. The course will take place at the College of Law from August 7 to 15, 2005.
5. After April 11, 2005, West Virginia Continuing Legal Education shall not refund or forgive the fee paid or owing pursuant to paragraph 1 above except pursuant to paragraph 3.

6. The student may assign his or her rights to participate in the summer Trial Advocacy course another College of Law student who is qualified to participate in the course. The College of Law shall determine whether the proposed assignee is qualified.

7. If by April 11, 2005, more than twenty-four (24) qualified students deliver executed Summer Trial Advocacy Student Contracts to the Receptionist and have paid the fee as set forth in paragraph 1, the College of Law and West Virginia Continuing Legal Education shall admit additional students to the course in groups of eight. Eight students must be available for admission before any additional student is admitted. The College of Law and West Virginia Continuing Legal Education shall admit additional qualified students in the order in which their contracts were received.

Upon notice of admission to the course, the student must make payment or sign a promissory note pursuant to paragraph 1 within two working days. If student does not make payment or sign the note, the next qualified student drawn in the lottery shall be admitted. No more than forty (40) students shall be admitted to the course.

8. Only the Dean and Professor Marjorie McDiarmid have authority to interpret this contract. Reliance on the construction provided by anyone else is misplaced.

Dated: _____ Signed:

Name (please print legibly):

If the three pieces of information below are not available at the time the contract is signed, it is the responsibility of the signing student to provide them as quickly as possible to the Receptionist. Failure to do so will forfeit the rights of the student to select a partner or to be notified under paragraph 7 above.

Preferred Partner (print legibly): _____

Telephone # for Spring semester contact: _____

Telephone # & email for summer contact: _____