



Nevada Real Estate Qualifying Education Program Cancellation and Refund Information

Program Cancellation and Refund Policy

If Colibri Real Estate has substantially failed to furnish the training program agreed upon in the enrollment agreement, Colibri Real Estate shall refund to a student all the money the student has paid.

To request program cancellation and refund, the student must contact Colibri Real Estate via email at CustomerCare@ColibriRealEstate.com. Upon review of the request, the student will be contacted within one business day and notified of the eligible refund amount. Items included in packages cannot be separated as individual purchases. The date of the notification to the student verifying the cancellation or expulsion is considered the official termination date of the student's enrollment agreement.

Colibri Real Estate students have the right to cancel their enrollment agreement and receive a refund of all the money the student has paid if the termination date is within three days of enrolling in the program.

Students that cancel their enrollment more than three days after enrolling in the program and before beginning the course are eligible for a refund of all the money the student has paid, minus 10% of the tuition agreed upon in the enrollment agreement or \$150.00, whichever is less.

Students that cancel their enrollment or are expelled by the school after beginning the course and within 60% of the program period are eligible for a pro rata refund of the tuition agreed upon in the enrollment agreement, minus 10% of the tuition agreed upon in the enrollment agreement or \$150.00, whichever is less.

Students that cancel their enrollment or are expelled by the school after beginning the course and after 60% of the program period are no longer eligible for a refund.

In simple terms, a student is entitled to a tuition refund of some kind if the following conditions have been met:

- Colibri Real Estate has received an email from the student requesting cancellation of the student's enrollment and requesting a refund,

AND

- The cancellation request is received within 60% of the program period.

The refund will not be paid until the written cancellation request has been received and accepted. The refund will be paid within 15 calendar days of the termination date. The cancellation request must be received within 60% of the program period.

The following tables detail how the different program periods for students who enroll in the full Nevada Real Estate Sales Pre-Licensing Education Program (both courses that make up 120 hours) and for students who only enroll in one course of the Nevada Real Estate Sales Pre-Licensing Education Program impact the refund eligibility timeframes:

If the student purchased the full Nevada Real Estate Sales Pre-Licensing Education Program (90-hour Nevada Pre-License Course and 30-hour Nevada Pre-License Course)

Student termination date is ...	Has the student begun the coursework?	Eligible refund of:
Within 3 days of enrolling in the program	N/A	100%
More than 3 days	No	100% Minus either 10% of tuition or \$150.00, whichever is less
Within 219 days (within 60% of the 1-year program period) of enrolling in the program	Yes	Pro rata Minus either 10% of tuition or \$150.00, whichever is less
220 days (after 60% of the 1-year program period) or more after enrolling in the program	Yes	No refund

If the student purchased only one course of the Nevada Real Estate Sales Pre-Licensing Education Program (90-hour Nevada Pre-License Course or 30-hour Nevada Pre-License Course)

Student termination date is ...	Has the student begun the coursework?	Eligible refund of:
Within 3 days of enrolling in the program	N/A	100%
More than 3 days	No	100% Minus either 10% of tuition or \$150.00, whichever is less
Within 108 days (within 60% of the 180-day program period) of enrolling in the program	Yes	Pro rata Minus either 10% of tuition or \$150.00, whichever is less
109 days (after 60% of the 180-day program period) or more after enrolling in the program	Yes	No refund

Fees for course extensions or additional final exam attempts are not eligible for refund and do not impact the calculation of the program period.

[NRS 394.449 Requirements of policy for refunds by postsecondary educational institutions](#)

Colibri Real Estate's Nevada withdrawal cancellation and refund policy is in accordance with Nevada Law, NRS 394.449:

NRS 394.449 Requirements of policy for refunds by postsecondary educational institutions.

1. Each postsecondary educational institution shall have a policy for refunds which at least provides:
 - (a) That if the institution has substantially failed to furnish the training program agreed upon in the enrollment agreement, the institution shall refund to a student all the money the student has paid.
 - (b) That if a student cancels his or her enrollment before the start of the training program, the institution shall refund to the student all the money the student has paid, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less, and that if the institution is accredited by a regional accrediting agency recognized by the United States Department of Education, the institution may also retain any amount paid as a nonrefundable deposit to secure a position in the program upon acceptance so long as the institution clearly disclosed to the applicant that the deposit was nonrefundable before the deposit was paid.
 - (c) That if a student withdraws or is expelled by the institution after the start of the training program and before the completion of more than 60 percent of the program, the institution shall refund to the student a pro rata amount of the tuition agreed upon in the enrollment agreement, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$150, whichever is less.
 - (d) That if a student withdraws or is expelled by the institution after completion of more than 60 percent of the training program, the institution is not required to refund the student any money and may charge the student the entire cost of the tuition agreed upon in the enrollment agreement.
2. If a refund is owed pursuant to subsection 1, the institution shall pay the refund to the person or entity who paid the tuition within 15 calendar days after the:
 - (a) Date of cancellation by a student of his or her enrollment;
 - (b) Date of termination by the institution of the enrollment of a student;
 - (c) Last day of an authorized leave of absence if a student fails to return after the period of authorized absence; or
 - (d) Last day of attendance of a student, whichever is applicable.
3. Books, educational supplies or equipment for individual use are not included in the policy for refund required by subsection 1, and a separate refund must be paid by the institution to the student if those items were not used by the student. Disputes must be resolved by the Administrator for refunds required by this subsection on a case-by-case basis.
4. For the purposes of this section:
 - (a) The period of a student's attendance must be measured from the first day of instruction as set forth in the enrollment agreement through the student's last day of actual attendance, regardless of absences.
 - (b) The period of time for a training program is the period set forth in the enrollment agreement.
 - (c) Tuition must be calculated using the tuition and fees set forth in the enrollment agreement and does not include books, educational supplies or equipment that is listed separately from the tuition and fees.
5. As used in this section, "substantially failed to furnish" includes cancelling or changing a training program agreed upon in the enrollment agreement without:
 - (a) Offering the student a fair chance to complete the same program or another program with a demonstrated possibility of placement equal to or higher than the possibility of

placement of the program in which the student is enrolled within approximately the same period at no additional cost; or

- (b) Obtaining the written agreement of the student to the specified changes and a statement that the student is not being coerced or forced into accepting the changes, unless the cancellation or change of a program is in response to a change in the requirements to enter an occupation.

(Added to NRS by [1985, 989](#); A [1989, 1460](#); [1995, 325](#); [2005, 635](#); [2015, 341](#); [2021, 517](#))