

unpaid balance of payments are satisfied. School will charge additional tuition for hours remaining after the contract ending date at the rate of \$310 per week at \$15.50 per hour, or any part thereof, payable in advance until graduation. The school may charge a \$10.00 transcript fee for transcript requests. The school will charge a registration fee for students enrolling or transferring to the school of \$100.00. The school will charge a re-entry fee of to students who have withdrawn and wish to re-enter more than 30 days after termination, of \$100.00. The tuition rates current at the time of re-entry will apply to the balance of training hours needed for students who re-enroll more than 30 days after the formal withdrawal date unless mitigating circumstances apply. Methods of payment include full payment at time of signing the Enrollment Agreement, registration fee paid at time of signing agreement with balance paid prior to start date or through an approved payment plan as stated herein. Payments may be made by cash, check, money order, credit card or through non-federal agency or loan programs. Students are responsible for paying the total tuition and fees and for repaying applicable loans plus interest.

Application Fee (non-refundable):	\$ <u>100.00</u>	Payment Plan for Balance Due Weekly Payment: \$ <u> </u> Payments Due On <u>Every Monday by 10am</u>
Books/Kit:	\$ <u> </u>	
Tuition:	\$ <u> </u>	
Other (Lab Fee, DE ID verification, etc...):	\$ <u> </u>	
Total Tuition & Fees:	\$ <u> </u>	
Less Deposit:	\$ <u> </u>	
Balance Due:	\$ <u> </u>	

GENERAL TERMS OF AGREEMENT

School:

- Shall provide programs of study that meets minimum curriculum requirements as prescribed by the state regulatory agency.
- May change kit contents, textbooks, dress code, curriculum format, teaching materials or educational methods at its discretion.
- Will grant a diploma of graduation and Official Transcript of Hours for the applicable course when the student has successfully completed all phases of study, required tests, practical assignments; passed a final comprehensive written and practical examination; completed the program of study according to State requirements; completed all exit paperwork; attended an exit interview and made satisfactory arrangements for payment of all debts owed to the school.
- Will issue an Official Transcript of Hours to students who withdraw prior to program completion when the student has successfully completed the required exit paperwork, attended an exit interview and made satisfactory arrangements for debts owed the school as approved by the school.
- Will assist graduates in finding suitable employment by posting area employment opportunities and teaching Job Readiness classes, but placement is **not guaranteed**.
- May terminate a student's enrollment for noncompliance with General Policies, this contract, or State Laws and Regulations; Improper conduct or any action which causes or could cause bodily harm to a client, a student, or employee of the school; willful destruction of school property; and theft or any illegal act.

Student:

- Agrees to pay applicable school, state fees, and provide all required registration paperwork in a timely manner.
- Agrees to comply with all Standards of Conduct, General Policies, State Laws and Regulations, and educational requirements including clinic assignments.
- Agrees not to refuse to perform client services or other program requirements.
- Agrees to provide all financial aid documents, if applicable, in the designated period.
- Agrees to always comply with the school's dress code and project a professional image representative of the cosmetology and image industry.
- Agrees to comply with the assigned schedule for the applicable program of study which may change from time to time at the discretion of the school.
- Agrees to attend theory class as scheduled for the duration of the course of study regardless of whether all required tests have been taken and passed.
- Understands that if he/she is a Title IV financial aid recipient, * minimum attendance and grade requirements must be maintained for satisfactory academic progress; failure to comply will result in loss of eligibility for financial aid according to the policy found in the catalog.
- Understands that he/she is responsible for the state licensing exam fee and other examination or licensing related expenses.

REFUND POLICY – NOTICE OF CANCELLATION

For applicants who cancel enrollment or students who withdraw from enrollment within the first 2 week a fair a settlement will apply. The following policy will apply to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure. Any monies due the applicant or students shall be refunded within 45 calendar days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:

- 1 An applicant is not accepted by the school. The applicant shall be entitled to a refund of all monies paid, except a non-refundable application fee of \$100.
 - 2 A student (or legal guardian) cancels his/her enrollment in writing within three business days of signing the enrollment agreement. In this case all monies collected by the school shall be refunded except a non-refundable application fee of \$100, regardless of whether the student has started classes.
 - 3 A student cancels his/her enrollment after three business days of signing the contract but prior to starting classes. In these cases, he/she shall be entitled to a refund of all monies paid to the school except a non-refundable application fee of \$100 and the registration fee in the amount of \$100.
 - 4 A student notifies the institution of his/her withdrawal in writing.
 - 5 A student on an approved leave of absence notifies the school that he/she will not be returning. The date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the institution that the student will not be returning.
 - 6 A student is expelled by the school. (Unofficial withdrawals will be determined by the institution by monitoring attendance at least every 30 days (about 4 and a half weeks).)
 - 7 In type 2, 3, 4 or 5, official cancellations or withdrawals, the cancellation date will be determined by the postmark on the written notification, or the date said notification is delivered to the school administrator or owner in person.
- For students who enroll and begin classes but withdraw prior to course completion (after three business days of signing the contract), the following schedule of tuition earned by the school applies. All refunds are based on scheduled hours:

PERCENT OF SCHEDULED TIME ENROLLED TO TOTAL COURSE/PROGRAM	TOTAL TUITION SCHOOL SHALL RECEIVE/RETAIN
0.01% to 04.9%	20%
5% to 09.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%

25% to 49.9%
50% and over

70%
100%

- All refunds will be calculated based on the students last date of attendance. Any monies due a student who withdraws shall be refunded within 45 calendar days of a determination that a student has withdrawn, whether officially or unofficially. In the case of disabling illness or injury, death in the student's immediate family or other documented mitigating circumstances, a reasonable and fair refund settlement will be made.
- If the course is canceled after a student's enrollment, and before instruction in the course/program has begun, the school will either provide:
 - a full refund of all monies paid OR
 - completion of the course/program.
- If the school cancels a course/program and ceases to offer instruction after students have enrolled and instruction has begun, the school shall provide:
 - a pro rata refund for all students transferring to another school based on the hours accepted by the receiving school OR
 - provide completion of the course OR
 - participate in a Teach-Out Agreement OR
 - provide a full refund of all monies paid
- If permanently closed and ceases to offer instruction after a student has enrolled and instruction has begun, the school will provide:
 - a pro rata refund of tuition to the student OR
 - participate in a Teach Out Agreement.
- Students who withdraw or terminate prior to course completion are charged a termination fee of \$150.00. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (EG: extra kit materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and in this enrollment agreement.

***The school is not currently eligible to participate in federal Title IV Financial Aid Programs**

TERMS AND CONDITIONS:

1. **SUPPLEMENT TO THE CATALOG, RULES AND REGULATIONS OF THE SCHOOL AND INSTRUCTIONAL SERVICES:** Student agrees that BBC Beauty Academy reserves the right to modify and may supplement or amend the catalog by any student handbook, bulletins or other notices that the school may furnish to student from time to time (" Supplement to the Catalog"). Students agree to comply with the rules and regulations of BBC as published in the catalog or Supplement to the catalog ("Rules and Regulations "). Student understands that a violation of any of the rules and regulation of the school maybe grounds for dismissed student will still be liable for all amounts set forth in this agreement.
2. **CONDITION TO ATTENDING CLASS:** Student acknowledgement that the school has provided student with a list of the essential functions that student must be able to perform for student to participate in the program. Student acknowledgement that student will certify to the school, prior to commencement of classes by executing the certification on the list of essential function, that student is able to perform the essential function listed or will request school to assist student with a reasonable accommodation required for student to attend classes prior to the commencement of classes. Student acknowledges that his/her ability to perform the essential functions, either with or without reasonable accommodation, is a condition precedent to the school allowing student to commence classes.
3. **METHODS OF PAYMENT:** Methods of payment include financial assistance (if qualified), cash, check, credit card, or via payment from an outside agency or scholarship (if applicable).
4. **EVENTS OF DEFAULT; ACCELERATION; TERMINATION:** it will be an event of default if student fails to: (I) PAY THE UNPAID COST OF attendance within fourteen (14) days after such amount is due: however, if school has approved a plan as set forth in section (3) hereof. It will be an Event of default if student fails to pay any installment under the terms of the approved plan; (ii) regularly attend all the classes for the program during the Enrollment period as scheduled in the catalog and as they may appear on all supplement to the catalog; or (iii) abide by all the school's rules and regulations. Upon an event of default, the school, at its option and without notice to the student may (i) declare the whole amount of the unpaid cost of attendance due hereunder immediately due payable, (ii) terminate student from receiving instruction, Student equipment, supplies or materials from School, and (iii) dismiss Student from the School. Student acknowledges that reasonable attorney fees and/or collection agency costs up to fifty percent (50%) of the Unpaid Cost of Attendance due shall be added to the total debt to the extent that any collection action is deemed necessary.
5. **MAXIMUM PROGRAM LENGTH:** Student will no longer be permitted to attend classes unless Student has paid in full all tuition and charges. Student acknowledges that all Program hours necessary to complete the Program will be made available to the student during a period that is one hundred and thirty three percent (133%) of the Enrollment Period. If a student must attend additional program hours beyond his/her maximum program length to complete academic graduation requirements, this Agreement will terminate. The school, at its discretion, may have any student whose contract had terminated execute a new Agreement if the student is readmitted to the Program. In this case, the student will be required to pay the \$100.00 Registration fee again.
6. **SELF-PAY REFUND POLICY:** If a student wishes to withdraw within the first 30 days, it must be requested in writing. This can be done via certified mail or by email. Once the request if officially received, it will be examined promptly by our Review Board. At the conclusion, the student will be contacted, via email, with a detailed brake-down of all fees, charges, and refunds. Student must send a notification email stating that they understand and accept the

terms of the agreement. If the student rejects the terms, it must be sent in an email as well. If the terms are accepted, a certified check will be sent to the student within 40 days. Once accepted, current contract is hereby terminated. Please note after 30 days there will be NO REFUND, with all self-pay students.

If the student wishes to appeal the decision, objections must be clearly stated and shown in practical and reasonable terms. After appeal is sent and received, the information will be inspected by the BBC Review Board. Student will then be given a final decision and judgement within one (1) calendar week. If the original decision remains and is upheld, the student will receive either the original payment, or an amended payment.

7. **VA (GI Bill) REFUND POLICY:** As a nonaccredited institution, BBC maintains a pro-rata refund policy for the unused portion of tuition, fees, and charges if the veteran or other eligible person fails to enter the course or withdraws or is discontinued from it before completion. BBC's pro-rata refund policy will vary by no more than 10 percent from the exact pro rata portion of such tuition, fees, and other charges that the length of the completion portion of the course bears to its total length. The exact proration will be determined on the ration of the number of instructional days in the course.

Registration fees more than \$10 must be refunded as a pro rata rate.

If applicable, a breakage fee must be prorated for the retention of the exact amount of the breakage, with the remaining part, if any, refunded. If BBC's charges are associated with consumable instructional supplies as distinguished from laboratory fees, BBC will refund the exact amount of charges for supplies not consumed.

BBC will issue a refund to the student within 40 days after the student withdraws or is discontinued from the program of education.

8. **NOTICE OF NON-DISCRIMINATION:** BBC Beauty Academy does not discriminate based on race, religion, color, ethnic origin, national origin, sex disability or age in its programs and activities. Questions regarding non-discrimination policies can be referred to the BBC student catalog.

ACKNOWLEDGMENT

This Enrollment Agreement contains the agreement between the BBC Beauty Academy and Student and no further modification or representation except as otherwise expressly stated herein will be recognized. **Student acknowledges that student has read all pages of this agreement in their entirety and has received a copy of this agreement and all blank spaces have been completed to student's satisfaction. Student also acknowledges that he/she has received a copy of the current school catalog or has received an Internet link to access the same catalog electronically including, without limitation, description of classes, expected conduct and to other information about the school catalog, a list of the essential functions that student must be able to perform in order for students to participate in the program, policy against harassment, and consumer information concerning the school. Student acknowledges the importance of these documents and is advised to retain them. This agreement is not binding until sign below by a representative of the school and the student.**

NOTICE TO STUDENT - Do not sign this contract before you have read it or if it contains any blank space. You are entitled to an exact copy of the contract you sign.

_____ Date __/__/__

STUDENT SIGNATURE

_____ Date __/__/__

PARENT OR GUARDIAN SIGNATURE

If Student is under 18 years of age, Student's parent or guardian must also sign this agreement.

By _____ Date __/__/__ (BBC Beauty Academy)