Tri-State Beauty Academy

65-A Cordial Court

Falling Waters, WV 25419

Phone:681-242-3724

***Contract Agreement***

Student Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age \_\_\_\_\_\_\_\_ Soc. Security #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Begins: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract Ends: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Barbering - 1200 Hours (Full Time) \_\_\_\_\_ Esthetics – 600 Hours (Full Time)

\_\_\_\_\_ Cosmetology – 1800 Hours (Full Time) \_\_\_\_\_ Hair Styling – 1000 Hours (Full Time)

\_\_\_\_\_Nail Technology – 400 Hours (Full Time) \_\_\_\_\_ Instructor – 400 Hours (Full Time)

Transfer/Re-Entry Hours Accepted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hours Contracted with the Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Weeks to Complete Hours Contracted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Schedule: Student is scheduled to attend a total of \_\_\_\_\_\_\_\_\_ hours weekly.

This 2-page Agreement constitutes a binding contract between the student and the school when signed by all applicable parties and upon acceptance by the school. By signing below, you certify that you have read both pages. You will receive an exact copy of the signed contract. Keep it to protect your rights. The school reserves the right to change contract start dates based on class enrollment, staff availability and other considerations.

ACKNOWLEDGEMENT: My signature below certifies that I have read, understand, and agree to comply with its contents, and that the institution’s cancellation and refund policies have been clearly explained to me. I have received a copy of this fully executed agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Signature Date Guardian/Sponsor (if applicable) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted by School Official Date

Contract Costs and Payment Terms

Student and sponsor (if applicable) agree to pay the school the tuition and fees for the program selected according to the approved payment plan stated below. The school may, at its option and without notice, prevent student from attending class until any applicable unpaid balance or payments are satisfied. School will charge additional tuition for hours remaining after the contract ending date at the rate of $250 per week, 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 $175.00. The school will charge a re‑entry fee to students who have withdrawn and wish to re‑enter more than 30 days after termination, of $175. 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.

Registration Fee(non-refundable): $\_\_**100.00** \_\_\_\_\_\_\_

Books/Kit: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Payment Plan for**

Tuition: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Balance Due**

Other (Lab Fee, DE ID verification, etc.…): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Monthly Payment: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Tuition & Fees: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Payments Due On: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Less Deposit: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Balance Due: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 and 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 time frame.
* Agrees to comply with the school’s dress code at all times 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 a fair and equitable 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 or not the student has actually 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 $175.
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.)
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 TOTAL TUITION SCHOOL**

 **ENROLLED TO TOTAL COURSE/PROGRAM 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% 70%

 50% and over 100%

* All refunds will be calculated based on the student’s 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 subsequent to 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**