

ENROLLMENT AGREEMENT

Bay Area Hair Institute, LLC
 1133 El Camino Real, Suite 1 • South San Francisco, CA 94080-3288
 Phone: 650-952-3034 | www.ssfbahi.com

This Enrollment Agreement (Agreement or enrollment Agreement) is entered into between Bay Area Hair Institute, LLC (sometimes referred to as BAH I, School, or institution) and the student named below as of the Effective Date for the course of study identified below.

Student Name	Social Security #	Email	Home Phone
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Lic or ID#:	Date of Birth:	Cell Phone
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Street Address	City	State	Zip Code
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The course of Study and Clock Hours: Barber/Stylist (1,000 Clock Hours)

Graduation Requirements: Completion of the required clock hours, theory hours, and practical operations for the appropriate course of study and maintain a GPA (Grade Point Average) of "C" (70%) or better. All tuition, fees, and charges must be paid in full before releasing final documents, including your diploma and transcripts.

Enrollment:	Class Start Date	Class End Date	Clock hours Enrolled	Clock Hours Transferred
(X) FT / () PT			1,000	

Period covered by enrollment agreement: to
 Class Schedule: 9 am to 7 pm,
 Classes are held at the above address.

INSTITUTIONAL CHARGES and ESTIMATED PAYMENTS

Student Equipment (Student Provides)	Approx. \$700
ACTUAL CHARGES	
Tuition	
Registration Fees (nonrefundable)	
STRF (non-refundable)	
TOTAL	
Down Payment	\$
Balance Due	\$

Estimated Payments

BAHI Student Payment Plan	\$
TOTAL	

English as a foreign language. Bay Area Hair Institute, LLC, offers classes in English only. No English as a Second Language courses are available. All of our paperwork is done in English. All classes and class materials are taught in English. We do not provide ESL or translation services. If English is not the student's primary language, and the student is unable to understand the terms and conditions of the enrollment agreement, the student shall have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in their primary language

Additional training after beyond the scope of the course will be charged at \$10 per hour. Your payment schedule will be \$ each month, commencing on until paid in full or 12 months. The student understands that payments are to be made to the school or assignee. If this Agreement is assigned, the student will be bound by all of its terms and conditions. Late charges of \$10 will be added to any bill ten days overdue. The student will be liable for all late charges, reasonable attorney's fees, and other costs and expenses necessary to collect unpaid fees. If the account is delinquent for over 90 days, the entire amount may become due and payable.

1. If the Student cannot pay Institutional Charges in full on or before the course start date, the student must arrange a payment plan with BAHJ for the balance. X__ date

2. The Student remains responsible for all incurred charges. The student agrees that if a student obtains a loan to pay for a course of study, the student will be responsible for paying the loan's full amount, plus interest and any applicable loan fees. X__ date

3. Student agrees that if the student withdraws from the course, federal regulations may require that federal funds used to cover institutional charges be returned to their respective federal fund sources. The student agrees that balances of unpaid charges are the student's responsibility. Delinquent accounts may be assigned to collection agencies. The student agrees that BAHJ will add collection costs and attorney's fees to any outstanding balance. X__ date

4. An hourly rate of \$ 10 will be charged for each scheduled hour of additional instruction beyond the Expected End Date stated above and the allotted grace period, if required by the student to meet the total clock hours of instruction for their course of study. X__ date

5. AGREEMENT TO ARBITRATION AND WAIVER OF TRIAL BY JURY - Except for claims that are within the jurisdiction of the Small Claims Court, any dispute arising from your enrollment at BAHJ, no matter how described, pleaded, or styled, shall be resolved by binding arbitration by a single, neutral arbitrator under the Federal Arbitration Act conducted by the American Arbitration Association ("AAA") under its Commercial Rules at the city where the school is located. All costs greater than a typical court filing fee will be paid by BAHJ, including the cost of the arbitrator. Both Student and BAHJ will have every remedy available to them as they would have in an individual action brought in court and will be entitled to reasonable discovery. The arbitration shall be commenced and shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between the Student and BAHJ alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect on issues or claims in any dispute with anyone who is not a named party to the arbitration. The arbitrator shall determine all determinations as to the scope and interpretation of this Agreement. The arbitrator shall issue a written decision setting forth essential findings and conclusions, and the award will be binding and may be entered as a judgment in any court having jurisdiction. I acknowledge and confirm that both BAHJ and I agree to arbitration and waive our rights to a trial by jury or to act as a class representative or in a representative capacity for anyone else for any dispute relating to my enrollment at the school. X__ date

6. **NON-ACCEPTANCE** - An applicant not accepted by BAHJ shall be entitled to a refund of all monies paid.

7. **STUDENT'S RIGHT TO CANCEL** - Student (and, in the case of a student under the legal age, their parent or guardian) has the right to cancel this Enrollment Agreement and obtain a refund of charges paid through attendance at the first class session or the seventh day after enrollment, whichever is later. **Must cancel by .date**

The school shall refund any amount paid by the student within 45 days after receiving the cancellation notice. Notice of cancellation may be given by mail, hand delivery, or fax. If sent by mail, the cancellation notice is effective when deposited in the mail, properly addressed with postage prepaid. The written notice of cancellation need not take any particular form, and however expressed, is sufficient if it states that the student no longer wishes to be bound by this Agreement.

Further, if a student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

8. **STUDENT EQUIPMENT**- The student is responsible for providing textbooks and workbooks (Milady's Standard Professional Barbering and Health and Safety textbook), supplies, materials, tools, electrical appliances, devices, or other goods needed for school. The approximate cost is \$700.

9. **STUDENT WITHDRAWAL, REFUND POLICY** - Student has the right to withdraw from a course of study at any time and pay only for tuition reflective of the amount of time the student was enrolled, in addition to registration fees, non-returned equipment fees, and other institutional charges. Students may withdraw by a student's written notice to BAHl. If a student withdraws before completion of the course of study in which they are enrolled, the school determines whether the student is eligible for a refund of monies paid based on a pro-rata calculation formula; up until the student has been enrolled for sixty percent (60%) of the scheduled hours of the course. Should the number of scheduled hours during a student's enrollment in the course exceed sixty percent (60%) of the total hours in the course, the institution shall have earned and will retain 100 percent of the institutional charges assessed to the student, as explained on page one of this Enrollment Agreement. Suppose a student withdraws from her/his course of study after the deadline for the student's right to cancel this Agreement has passed, and the student is entitled to a refund per the pro-rata calculation mentioned above. In that case, the school will issue such a refund to the student, less a registration fee not to exceed \$125, within forty-five (45) days following the student's withdrawal.

Suppose the student receives a refund check and subsequently misplaces the refund check or requires a reissued refund check. In that case, the school will reissue the refund check, less a \$50 reissue fee to cover the costs of processing a new check and canceling the initial check.

10. **TERMINATION OF ENROLLMENT** - Student's enrollment will be terminated by the school when:

- The student notifies the school of their withdrawal.
- The student fails academic probation or violates the school's rules and policies.
- The student is absent for fourteen (14) consecutive calendar days. The fifteenth (15th) day then constitutes the date of withdrawal.
- The student fails to return from an approved leave of absence on the scheduled return date. The planned date of return constitutes the formal date of withdrawal, except that the student notifies the institution that the student will not be returning, in which case, that date shall be the legal date of withdrawal.

NOTE: The time elapsed between the last day of physical attendance and the termination date and any approved leaves of absence will not be included in the refund computation.

11. **APPLICATION OF REFUND** - The Student agrees that if any portion of the cost of their attendance was covered by the proceeds of a federal loan, then a refund will be sent to the lender. Any remaining amount of a refund will first be made to the financial aid programs from which benefits were received, according to the order of priority provided in federal regulations. Any amount remaining shall be paid to the student.

12. **STUDENT LOANS** - If a student obtains a loan, the student will have to repay the total amount of the loan plus interest, less the amount of any refund, and that, if the student is eligible for a loan guaranteed by the federal or state government and the student defaults on loan, both of the following may occur: (1) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on loan, (2) The Student may not be eligible for any other federal student financial aid at another institution or additional government assistance until the loan is repaid.

NOTICE

"YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE."

A note, instrument, or other evidence of indebtedness relating to payment for an educational program is not enforceable by an institution unless, at the time of execution of the note, instrument, or other evidence of indebtedness, the institution held an approval to operate.

In making consumer loans to students, an institution shall also comply with the requirements of the Federal Truth in Lending Act pursuant to Title 15 of the United States Code

13. NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION – The transferability of credits you earn at BAHl is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in Barbering (1,000 Clock Hours) is also at the complete discretion of the institution to which you may seek to transfer. If the diploma you earn at this institution is not accepted at the institution you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution you may seek to transfer to after attending BAHl to determine if your diploma will transfer. If applicable, there is no transfer of credit fees.

14. JOB PLACEMENT - BAHl does not guarantee employment or job placement, and the student agrees that no guarantee of employment has been made to the student by any BAHl employee. BAHl will not provide job referral assistance to the student upon graduation. The student understands that poor attendance, low grades, and inability to provide BAHl with the requirements to assist a student in the student's job search can impact a student's ability to obtain employment.

15. STUDENT TUITION RECOVERY FUND – "The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF, and you are not required to pay the STRF assessment if you are not a California resident or are not enrolled in a residency program."

16. POLICIES AND ACADEMIC REQUIREMENTS - The student understands that BAHl may terminate the student's enrollment if the student fails to comply with BAHl's policies or academic requirements or disrupt normal activities of the school. The student acknowledges that the student has received a BAHl school catalog and handbook, has read them, and agrees to be bound by their contents.

17. ENTIRE AGREEMENT - The student confirms that no BAHl employee has told the student anything contrary or conflicts with information and statements provided in this Enrollment Agreement or the catalog. This Enrollment Agreement contains the entire Agreement of the parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly outlined in this Enrollment Agreement. This Agreement may only be amended by a written document duly executed by all parties.

18. BPPE - Any questions a student may have regarding this Enrollment Agreement that has not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at, PO Box 980818, West Sacramento, CA 95798-0818. Telephone 1-888-370-7589, Fax (916) 263-1897, Website: www.bppe.ca.gov,

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling 1-888-370-7589 or by completing a complaint form, which can be obtained on the Bureau's Internet Web site www.bppe.ca.gov.

19. NOTICE - Prior to signing this Enrollment Agreement, you must be given a catalog and a School Performance Fact Sheet, which you are encouraged to review prior to signing this Agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this Agreement. X___ date

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet. X___ date

The enrollment agreement shall include a clear and conspicuous statement; the enrollment is legally binding when signed by the student and accepted by the institution.

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE: \$
ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: and
THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities and that the institution's cancellation and refund policies have been clearly explained to me.

X _____
Student's Signature

School Representative