

FREMONT BEAUTY COLLEGE

ENROLLMENT AGREEMENT

4164 Technology Drive, Fremont, CA 94538

Phone: (510) 797-7318

www.FremontBeautyCollege.com

PLEASE PRINT OR TYPE

New Student

Re-Entry Student

Applicant Legal Name _____

(First) (Middle) (Last)

Social Security # _____ - _____ - _____ Date of Birth _____ - _____ - _____ Driver's License / ID No. _____

Home Telephone: (_____) _____ - _____ Work: (_____) _____ - _____ Cell: (_____) _____ - _____

Address _____ City _____ State _____ Zip _____

E-Mail _____ Fax No. _____

A. EDUCATIONAL SERVICE

Program _____

Total Clock Hours/Total Credit Hours _____ / _____ Approximate No. of Weeks _____

Enrollment Agreement Period - Start Date: _____ Scheduled Completion Date: _____

Enrollment Agreement Period Program - Start Date: _____ Program Scheduled Completion Date: _____

Full-time Hours: 8:30am – 4:30pm Mon to Fri (First 9 Weeks) / 8:30am – 4:30pm Tue to Sat (Week 10 to Completion)

Part-time Hours: 5:30pm - 10:00pm Tues Wed Thurs / 8:30am – 4:30pm Sat

B. ITEMIZATION & TOTAL TUITION FEES

(No other charges are paid to an entity other than the institution)

Registration Fee \$ _____ Non-Refundable

Books \$ _____ Textbooks prices fluctuate depending on recent book editions and pricing changes by publishers.

Equipment (kit supplies) \$ _____ Non-Refundable upon removal from original packaging.

Student Tuition Recovery Fund Fee \$ _____ Non-Refundable (\$0.00 for every \$1,000 rounded to the nearest \$1,000)

Tuition (See Tuition and Fee Schedule)** \$ _____ Prorated upon withdrawal. Refer to refund policy provision within this Agreement.

ESTIMATED DUE FOR THE ENTIRE PROGRAM

\$ _____ *

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE

\$ _____

CHARGES DUE UPON ENROLLMENT

\$ _____

***YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.**

Additional Fees: **Students may be charged extra hourly instruction charge of \$10/hr if student exceeds the expected end date.

STUDENT AGREES TO PAY ABOVE SPECIFIED FEES AS FOLLOWING:

**Re-enrollment fee \$75.00

Cash \$ _____

Credit Card \$ _____

Credit Card Number: _____ Exp. Date: _____

Check \$ _____

Check Number: _____

Corporate \$ _____

Corporate Name: _____

BALANCE DUE \$ _____

Payment Agreement: _____

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT, A COPY OF THE SCHOOL CATALOG AND SCHOOL PERFORMANCE FACT SHEET. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

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.

Signature of Student _____ Date _____

Signature of Student's Parent or Guardian (if student is under age 18) _____ Date _____

Signature and Title of School Official Accepting Enrollment _____ Date _____

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

C. REFUND POLICY

RESIDENTIAL PROGRAMS

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your enrollment agreement and obtain a refund of charges paid for a program of instruction, without any penalty or obligations, through attendance at the first class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro rata refund if you have completed 60 percent or less of the scheduled hours in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: _____
Date

- 2. Cancellation may occur when the student provides a written notice of cancellation at the following address: **4164 Technology Dr., Fremont, CA 94538**. This can be done by mail or by hand delivery.
- 3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
- 4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
- 5. If the Enrollment Agreement is cancelled the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 60 percent or less of the scheduled hours in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.
- The student has failed to attend class for three (3) consecutive weeks.
- The student fails to return from a leave of absence.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of hours in the program), multiplied by the number of hours scheduled to attend, prior to withdrawal. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of three (3) consecutive weeks. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

If the 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.

DISTANCE EDUCATION PROGRAMS (NOT OFFERED)

STUDENT'S RIGHT TO CANCEL

This institution offers distance educational programs where the instruction is not offered in real time. The Institution shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.

The student has the right to cancel the agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date the written notice of cancellation is sent to: 4164 Technology Dr., Fremont, CA 94538. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials.

Cancellation must occur prior to the receipt of the first lesson and materials, which will occur within seven days after the institution accepts the student for admission. _____
Initial

This Institution shall transmit all of the lessons and other materials to the student if the student (a) has fully paid for the educational program; and (b) after having received the first lesson and initial materials, requests in writing that all of the material be sent. If the Institution transmits the balance of the material as the student requests, the Institution shall remain obligated to provide the other educational services it agreed to provide, such as responses to student inquiries, student and faculty interaction, and evaluation and comment on lessons submitted by the student, but shall not be obligated to pay any refund after all of the lessons are material are transmitted.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time and receive a pro rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for books and materials not returned in new condition as stated as refundable on the enrollment agreement. A refund will be made within 45 days of withdrawal.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

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- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; and/or failure to meet financial obligations to the School.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days scheduled to attend, prior to withdrawal. For distance education students scheduled days is based on a five day week, which does not include Saturday or Sunday, or any defined holiday as enumerated in Section 6700 of the California Government Code (specific holidays published in the catalog).

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student. If the 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.

UNDERSTANDINGS

INITIAL

1. **Catalog:** Information about Fremont Beauty College is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. Fremont Beauty College reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in Fremont Beauty College, the Student agrees to abide by the terms stated in the catalog and all school policies.
2. **Location:** All residential instruction occurs at the address checked on page 1 of this agreement.
4164 Technology Drive, Fremont, CA 94538
3. I understand that I will be awarded a Certificate when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations.
4. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at Fremont Beauty College is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in _____ program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution are not accepted at the institution to which 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 to which you may seek to transfer after attending Fremont Beauty College to determine if your credits, or certificate will transfer.
5. **Career Services:** Placement assistance is provided. However, it is understood that the School does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate.
6. **Questions:** Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.
7. **Complaints:** A student or any member of the public may file a complaint about this institution with Bureau for Private Postsecondary Education by calling 888.370.7589 toll-free or by completing a complaint form, which can be obtained on the bureau's Internet Web site, www.bppe.ca.gov.
8. **Financing:** The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.
9. **Books/Equipment:** All supplies for the program selected will be provided by the School at the stated charge. Lost, mutilated, or stolen items will be replaced at the expense of the student.
10. **Distance Education Equipment Requirements: Not Offered**
11. **Loan:** If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:
 - a. 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 the loan.
 - b. The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.
12. **Student Tuition Recovery Fund:** You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:
 1. 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 either by cash, guaranteed student loans, or personal loans, and
 2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency program, attending certain schools regulated by the Bureau for Private Postsecondary Education.

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You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

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.

Initial

Prior to signing this enrollment agreement, you must be given a catalog or brochure 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.

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and 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.

Signature of Student: _____

Date: _____

Signature of Student's Parent or Guardian: _____
(if student is under age 18)

Date: _____

Signature and Title of School Official Accepting Enrollment: _____

Date: _____

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