

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 PROGRAM

Program Cosmetology 1600 Hours Esthetician 600 Hours Manicuring 400 Hours
Total Clock Hours _____ Transfer Hours _____ Contracted 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 Tuesday to Saturday, 35 Hours / week

Part-time Hours: 5:30pm – 10:00pm Tuesday to Thursday, 8:30am – 4:30pm Saturday, 20.5 Hours / week

Manicure Hours Day-Time: 8:30pm – 1:00 pm Tuesday to Thursday, 8:30 – 4:30 pm Saturday, 20.5 Hours / week

Manicure Hours Evening-Time 5:30am – 10:00 pm Tuesday to Thursday, 8:30 – 4:30pm Saturday, 20.5 Hours / week

B. ITEMIZATION & TOTAL TUITION FEES (No other charges are paid to an entity other than the institution)

Tuition	\$ _____	Prorated upon withdrawal (Refund Policy)
Registration Fee (non-refundable)	\$ _____	Non-refundable
Equipment**	\$ _____	Non-refundable if used or removed from packing
Supplies / Kits**	\$ _____	Non-refundable if removed from package
Textbooks (learning media)**	\$ _____	Price varies depending on book edition
Uniform**	\$ _____	Student to purchase their own (See dress code)
Assessment fee for transfer of credits	\$ _____	\$250 assessment fee
Fees to transfer credits	\$ _____	\$250 transfer fee
Student Tuition Recovery Fund Fee	\$ _____	Non-refundable (\$0.00 for every \$1,000)
Re-Enrollment Fee	\$ _____	**\$100 if dropped or withdrawn and re-enrolled
Other	\$ _____	
Tax (total \$ _____ \$ 0.00 x tax rate 9.2500% %)	\$ _____ 0.00	Tax on textbooks, supplies / kits
TOTAL	\$ _____ 0.00	

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

Revision Date: June 1, 2019

Page 1 of 5 _____ (Initial)

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE \$ 0.00*

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM \$ _____

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT \$ 0.00

***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.**

Overage Fees: **Students will be charged extra hourly instruction charge of \$18/hr if student exceeds the expected end date.

****Re-enrollment fee \$100.00**

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

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 canceled, 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.
6. **Books and Tool Kit will be provided after the cancellation period, and shall be non-returnable if used or removed from packing. If withdrawing after cancellation period, all such equipment shall be returned with 10 days of withdrawal in its original state, and a 25% restocking fee shall apply. If equipment and fees were paid with a charge card, upon withdrawal a 3% Charge Card Processing fee will be deducted from the amount charged for such services.

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

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.

D. 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.
Fremont Beauty College, 4164 Technology Drive, Fremont, CA 94538

3. **GRADUATION REQUIREMENTS**

A grade point average of 80% is required for graduation from any program at Fremont Beauty College. Both theory and practical work are considered important. Students are evaluated on a level system that prepares them for salon performance levels. All work must be completed to graduate. The following are required for graduation from all programs:

1. Completion of state required number of hours
2. Completion of all assignments and tests
3. 80% GPA and Attendance rate
4. Satisfy all financial obligations owed to school or make satisfactory arrangements for payment
5. The School will not release an official transcript until all graduation requirements are met
6. Once the student has met all these requirements, he/she will receive a Diploma of Graduation

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

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 1747 N. Market Blvd., Ste 225, Sacramento, CA 95834, or P.O. Box 980818, West Sacramento, CA 95798-0818, www.bppe.ca.gov, (888) 370-7859 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:** 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.

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

2

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.

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.

Initial

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: _____

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