

BAKERSFIELD BARBER COLLEGE, INC.

ENROLLMENT AGREEMENT and INSTALLMENT CONTRACT

2844 Niles Street Bakersfield, CA 93306 Phone: 661-873-0512 Fax: 866-857-6918

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 BARBER Total Clock Hours 1500

Enrollment Period for the Program: _____ Start Date _____ Scheduled Completion Date _____

Approximate No. of Weeks 52-130

Hours and days of the week are: 8:00 AM to 5:00 PM Tues Wed Thurs Fri & 8:00 AM to 3:00 PM Sat

B. ITEMIZATION & TOTAL TUITION FEES

Registration Fee \$ 75.00 (Non-Refundable)

Tuition \$ 6800.00 Prorated upon withdrawal. Refer to refund policy provision within this Agreement or catalog.

Tool Kit \$ 900.00 (Non-Refundable) (Property of the student once purchased)

Student Tuition Recovery Fund Fee \$ 0.00 (Non-Refundable) (\$.00 for each \$1,000 of institutional charges)

State Board App Fees \$ 134.00 Paid to State Board

State Board Chemical Kit \$ 450.00

ESTIMATED CHARGES DUE FOR THE ENTIRE PROGRAM \$ 8,558.00*

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE \$ 8,225.00

CHARGES DUE UPON ENROLLMENT \$ 1,450.00

*Additional Fees, as applicable: Transcript-\$30, Returned Check-\$25, Late Monthly Payment-\$25, & Transfer to/from-\$100. Extra copy of Diploma \$5.00, App for Student Registration \$2.00, Enrollment Agreement \$2.00, Catalog \$5.00, and State Board Proc. Instructions \$5.00

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 INSTITUTION.

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. PAYMENT

STUDENT AGREES TO PAY ABOVE SPECIFIED FEES AS FOLLOWING:

- Cash \$ _____
- Credit Card \$ _____ Credit Card Number: _____ Exp. Date: _____
- Sponsor \$ _____ Sponsor Name: _____
- Check \$ _____ Check Number: _____
- Student Loan \$ _____ Third Party Lending Institution _____
- BALANCE DUE \$ _____

Timing of Payments: Your first monthly payment of \$ _____ will be due on _____. Thereafter, each monthly minimum of payment of \$100.00 will be due on the same day of the month as your first monthly payment. **Bakersfield Barber College, Inc. reserves the Right to with hold proof of training until course is paid in full.**

BAKERSFIELD BARBER COLLEGE, INC. does **not** accept Title IV or loan students funds to attend school. Students may voluntarily choose a financial aid program or Third Party Private Lending Institution to receive a loan to pay for the cost of BARBER programs. The third party lender is responsible to provide all disclosures to students according to the Truth in Lending Act of Title 15 of the United States Code.

D. REFUND POLICY

STUDENT'S RIGHT TO CANCEL

1. The student has the right to cancel and obtain a refund of charges paid through attendance at the **first class session, or the seventh (7th) 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 days 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: Bakersfield Barber College, Inc. 2844 Niles Street, Bakersfield, CA 93306. 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 fee of \$75.00 and less deduction for tool kit of \$750.00, 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 days in the current payment period in your program through the last day of attendance. The refund will be less a registration fee of \$75.00, pursuant to CCR 71750(c)(3). All amounts the student has paid shall be subject to refund unless the enrollment agreement and the refund policy outlined in the catalog specify amounts paid for a deposit not more than \$250.00. If cancelled after the 7 day period all moneys shall be refunded on a pro-rate basis, less registration fee of \$75.00 (non-refundable), less tool kit \$750.00 (non-refundable). Once purchased, the tool kit becomes the property of the student. Except when an institution provides a 100% refund pursuant to section 94919(d) or section 94920(b) of the Code, any assessment paid pursuant to section 94923 of the Code is non-refundable. 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. See Refund Policy VA for VA students.

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 does not 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, divided by the number of days or hours in the program), multiplied by the number of days student attended, or was scheduled to attend, prior to 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.

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. If the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any 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

E. UNDERSTANDINGS

INITIAL

- 1. **Catalog:** Information about BAKERSFIELD BARBER COLLEGE, INC. is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. BAKERSFIELD BARBER COLLEGE, INC. 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 BAKERSFIELD BARBER COLLEGE, INC., the Student agrees to abide by the terms stated in the catalog and all school policies.
- 2. All instruction takes place at BAKERSFIELD BARBER COLLEGE, INC., 2844 Niles St., Bakersfield, CA 93306.
- 3. I understand that I will be awarded a DIPLOMA when I have completed all of the program requirements. A graduate must have successfully passed each course and has satisfied all financial obligations.
- 4. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** "The transferability of credits you earn at BAKERSFIELD BARBER COLLEGE, INC. is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in 1500-Hour Barber program is also at the complete discretion of the institution to which you may seek to transfer. If the credits or diploma 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 BAKERSFIELD BARBER COLLEGE, INC. to determine if your credits or diploma will transfer."
- 5. **Placement Assistance:** 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, P.O. Box 980818, West Sacramento, CA 95798-0818. www.bppe.ca.gov, Telephone and Fax #: (888) 370-7589 or (916) 413-6959 or by fax (916) 263-1897.
- 7. **Complaints:** A student or any member of the public may file a complaint about this institution with the 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. **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.
- 10. **Student Tuition Recovery Fund Payment:** 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, 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 programs attending certain schools regulated by the Bureau for Private Postsecondary Education.

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. However, no claim can be paid to any student without a social security number or a taxpayer identification number.

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, 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.