



566 HWY 51  
Batesville, Mississippi 38606

### ENROLLMENT AGREEMENT

This AGREEMENT is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Xclusive School of Barbering (hereinafter the “School”) and \_\_\_\_\_ (insert student name); whose address is \_\_\_\_\_; email address is \_\_\_\_\_; whose telephone number is (\_\_\_\_\_)\_\_\_\_\_, age \_\_\_\_\_; birthdate \_\_\_\_\_; social security number \_\_\_\_\_ (hereinafter referred to as Student).

That for and in consideration of the fee described hereafter, the School agrees to instruct the Student to become a:

\_\_\_\_\_ Barber Stylist (1500 hours)    \_\_\_\_\_ Barber Instructor (600 hours)

\_\_\_\_\_ Transfer hours/re-entry hours accepted (if applicable)

The program shall commence on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Your scheduled calculated graduation date will be on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

School hours are:

Monday:        8:00am-8:00pm  
Tuesday:       9:00am-10:00pm  
Wednesday:   9:00am-10:00pm  
Saturday:      8:00am-1:00pm (practical day)

- **Full-time schedule:** 25 Hours per week—15 months of instruction to complete the program
- **Part-time schedule:** 15 Hours per week—25 months of instruction to complete the program
- **Barber Instructor:** 15 Hours per week—6 months of instruction to complete the program

Agreed upon class hours for this student will be as follows:

Monday \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.

Tuesday \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.

Wednesday \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.

***The following terms and conditions shall apply to this Enrollment Agreement:***

Tuition shall be \$ \_\_\_\_\_ for \_\_\_\_\_ clock hours of instructional time/ \_\_\_\_\_ months.

**BARBER STYLIST**

<b>Total cost of Tuition (including initial deposit)</b>	\$4,560.00
<b>Initial Deposit (includes Student Kit—nonrefundable)</b>	\$584.00
<b>Remaining cost of Tuition</b>	\$3,976.00

**BARBER INSTRUCTOR**

<b>Total Cost of Tuition (including initial deposit)</b>	\$2,100.00
<b>Deposit (includes Student Kit—nonrefundable)</b>	\$600.00
<b>Remaining Cost of Tuition</b>	\$1,500.00

**Exceeding Your Contract**

Your contract is written to cover a specific time period. You must complete the course within this time frame. If you do not graduate within the time frame agreed upon in your contract, Barber Stylist Students will be charged \$284.00, on a pro-rata basis, for each additional month of instructional time. Barber Instructor Students will be charged \$300.00, on a pro-rata basis, for each additional month of instructional time. You will be charged this fee each month until you reach the required number of hours to graduate.

**PAYMENT OPTIONS** The following payment options are available:

1. A student may pay for the full tuition amount at the time of registration via certified check, money order, credit card, or bank transfer.
2. A student in the Barbering Stylist Program must pay the initial deposit of \$584 by the first day of class. Each month thereafter, the Student must pay a minimum of \$284 on the 15<sup>th</sup> (fifteenth) day of each month he/she attends Xclusive School of Barbering. Once a student has completed 1400 hours of the Barbering program, students must pay any remaining financial obligations owed to the School unless arrangements are made and approved by an Xclusive School of Barbering Administrator. Students will not be allowed to continue, nor will hours be released if the Student’s total amount of tuition has been not paid.
3. A student in the Barbering Stylist Program must pay the initial deposit of \$600 by the first day of class. Each month thereafter, the Student must pay a minimum of \$300 on the 15<sup>th</sup>

(fifteenth) day of each month he/she attends Xclusive School of Barbering. Once a student has completed 500 hours of the Barbering program, students must pay any remaining financial obligations owed to the School unless arrangements are made and approved by an Xclusive School of Barbering Administrator. Students will not be allowed to continue, nor will hours be released if the Student's total amount of tuition has not been paid.

Students choosing options two (2) or (3) must agree to an automatic bank draft or credit charge, which will occur monthly according to this Agreement. **Students who wish to withdraw or terminate this Agreement, must give written notice to the School stating such.** At that time, the School will calculate the amount owed to the School based on the Student's completed instructional time. *See* Diagram in Paragraph 9.

4. Methods of payments owed to institution maybe identified as cash, check, credit card, or bank transfer.

Student also agrees to pay all costs of collection, including attorney's fees, if Student fails to pay Contract in full. The School does not provide financing and non-payment of the specified fees shall be grounds for suspension or dismissal.

If the Student terminates attendance, or is suspended or dismissed, none of the Student's hours will be transferred to another institution until the Student has paid the full amount of tuition.

### **Refund policy**

This refund policy applies to all terminations.

1. **Rejected Student.** An applicant rejected by Xclusive School of Barbering prior to commencement of training shall be entitled to a refund of all monies paid.
2. **Cancelling before classes start.** If Student (or in the case of a Student under legal age, his/her parent or guardian) cancels this Agreement and demands his/her money back in writing within three (3) business days of the signing of the Enrollment Agreement, all monies collected by the School shall be refunded **except the Student's initial deposit.** The postmark on the written notification of withdrawal shall determine the cancellation date or the date said information is delivered to the School Administrator/Owner in person.
3. **Cancelling before classes start but after three (3) days.** A Student who cancels his/her contract after three (3) business days after signing the Enrollment Agreement, but prior to entering classes shall be entitled to a refund of all monies collected, **except the Student's initial deposit plus one month of tuition.**
4. **Cancelling after classes start but before graduation.** A Student who cancels his/her contract after starting classes but before completing the program, shall be responsible for the amount of tuition based on the diagram in paragraph 9 below.
5. For Paragraphs 1, 2, 3 or 4 of this Section, the date for official cancellations or withdrawals will be determined by the postmark on written notification, or the date said information is delivered to the School in person.

6. For a Student on an approved leave of absence who notifies the school that he or she will not be returning, the date of withdrawal shall be the date the School receives written notification that the student will not be returning.
7. Unofficial withdrawals are determined by the school through monitoring of clock hour attendance thirty (30) days. Enrollment time is defined as time elapsed between the actual starting date and the date of the student's last day of physical attendance in the school. Any monies due the applicant or student shall be refunded within 45 days of formal cancellation by the student as defined above, or formal termination by the school – either officially or unofficially - which shall occur no more than 30 days from the last day of physical attendance.
8. The required date of the refund is determined by counting from the date the withdrawal was determined.
9. The following schedule of tuition adjustment will be considered to meet minimum standards for refunds: Refunds are calculated on scheduled time. Any money due to a student who withdraw from the institution shall be refunded within forty-five (45) days of a determination that a student has withdrawn, whether officially or unofficially.

Percentage Time to Total Time of Course School	Amount of Total Tuition Owed to
.01% to 4.9%	20%
5% to 9.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%
25% to 49.9%	70%
50% and over	100%

1. Kit and books are non-returnable and non-refundable after being issued to the student.
2. In case of illness or disabling accident, death in the immediate family, or other circumstances beyond the control of the student, the school will make a settlement that is reasonable and fair to both.
3. If the School closed permanently and ceases offering instruction, after a student has enrolled, and instruction has begun, the School must make arrangements for students. The school at its option will either:
  - a. Provide a pro rata refund: or
  - b. Participate in a Teach-Out Agreement - will provide the student a reasonable opportunity to promptly resume and complete the cancelled course(s) of study or receive a prorated refund to attend a substantially similar course of study at an institution(s) which offers similar educational programs, in the same geographic area as the School.

4. If the course is canceled subsequent to a student's enrollment and before instruction has begun, the school shall at its option will either:
  - a. Provide a full refund of all monies paid: or
  - b. Provide completion of the course or program.
5. If the School cancels a course and/or program and ceases to offer instruction after students have enrolled and instruction has begun, the school at its option will:
  - a. Provide a pro rata refund for all students transferring to another school based on the hours accepted by the receiving school; or
  - b. Provide completion of the course and/or program; or
  - c. Participate in a Teach-Out Agreement; or
  - d. Provide a full refund of all monies paid.

**Required Supplies.** The Student Kit includes: Book, Smock, and Cape, which are included in the Student's initial deposit. These items are non-refundable and non-returnable after they have been issued to the Student. The initial deposit is also non-refundable after signing this Agreement.

The Student agrees to purchase the following supplies prior to beginning classes:

- 1 clipper
- 1 brush comb
- 1 razor
- 1 T-edger
- 1 (gun-type) hair dryer
- 1 dozen combs
- 1 pair thinning shears
- 1 pair regular shears
- 1 regular hair brush
- 1 round hair brush
- 1 clipper brush
- 1 hair cloth
- 1 tool case
- 1 curling iron
- 1 shampoo cape

**Graduation requirements** A candidate for graduation must satisfy the following requirements:

- Complete all tests with a grade point average of 80% or better;
- Complete all contracted hours based on their program;
- Pay any tuition and fees owed to Xclusive School of Barbering unless other arrangements have been made with the School.

Upon satisfactory completion of the scheduled course work and payment of all fees unless other arrangements have been made with the School, a diploma will be awarded.

**Termination.** The Student agrees that irregularity of attendance, non-payment of fees or other required charges, violation or infringement of the School’s policies, rules and regulations, will subject the Student to dismissal at the discretion of the School.

**Received Handbook Prior to Signing.** The Student acknowledges that he/she have received a copy of the School Handbook prior to signing this agreement. By signing this agreement, the Student agrees that they understand and accept the provisions stated herein and the Student Handbook incorporated by reference. The Student agrees to attend classes as required and comply with the policies and procedures set forth in the Student Handbook. The Student agrees to the terms of the program and payment schedule. The Student understands that all tuition payments, when made in installments are interest free and a credit agreement has not been established between the School and the Student.

**Additional Provisions.** All conditions and provisions contained in the current Handbook of Xclusive School of Barbering shall by this reference be made part of this agreement. In the event the terms and provisions of this agreement are inconsistent with the terms and conditions of the said handbook, this agreement shall prevail.

**Entire Agreement.** This agreement contains the entire understanding between the School and the Student and supersedes any prior understandings and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, verbal or written, between or among the parties hereto relating to the subject matter of this agreement which are not fully expressed herein.

**Binding.** This agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party. All questions with respect to the construction of this agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Mississippi.

**Choice of Venue.** Any litigation arising out of, concerning, or in any way related to this agreement shall be proper only in a court of competent jurisdiction situated in and for the Second Judicial District of Panola County. Each party shall be responsible and liable for its own attorney's fees and costs.

**I acknowledge that I have read the terms of this agreement entered between Xclusive School of Barbering and me. I have been given a copy of this agreement, and I agree to the terms set forth herein by applying my signature below.**

AGREED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Student’s Signature

\_\_\_\_\_  
Parent/Guarantor Signature (if applicable)

ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
School Administrator