



405 South Teller Street Lakewood, CO 80903 (303) 233-1733 FAX (303) 233-1743

Enrollment Contract

Revised November 3, 2009

Approved and Regulated by the Colorado Department of Higher Education, Private Occupational School Board.

Student Name _____ Date of Birth _____

Address _____ City _____ State _____ Zip _____

Student Social Security Number _____ Citizenship _____ Phone _____

Permanent Address (if different than above) _____

Contract Begin Date _____ Contract End Date _____

COSMETOLOGY - 1800 Hours -13 Months

Full-time 35 Hours Weekly _____

COSMETOLOGY - 1800 Hours - 22 Months

Part-time 20 Hours Weekly _____

TRANSFER/RE-ENTRY STUDENT - HOURS NEEDED THIS CONTRACT _____

(Refer to page 6 of this contract)

I hereinafter the "Applicant" hereby make application for the course indicated above and in consideration for the Applicant's enrollment, and you furnishing or offering instruction in your school, the Applicant agrees to the following payments and to be bound by the terms and conditions of this Enrollment Contract.

EXPENSES

Tuition \$ _____

Kit, Supplies, Equipment \$ _____

Registration/Evaluation Fee (non-refundable) \$ _____

Total Cost \$ _____

Down Payment \$ _____

BALANCE DUE: \$ _____

PAYMENT SCHEDULE: There shall be _____ monthly payments in the amount of \$_____ with the first payment to be made on or before _____ and subsequent payments to be made on or before the _____ day of each month thereafter until the balance is fully paid. The balance is due within one month of termination of the monthly payment schedule. Monies received for eligible students from federal financial aid programs will first be applied to this payment plan. I also understand any monies received on their behalf is applied first to tuition costs. Any remaining funds available for the student will be paid to the student only at which time the course costs have been paid in full. The student agrees to pay all the sums herein required to PAUL MITCHELL THE SCHOOL Denver and agrees that any performance required of the student under this contract shall be met and performed in the City of Lakewood, County of Denver, and State of Colorado.

Applicants will only be allowed to use Paul Mitchell kits and equipment while enrolled at Paul Mitchell The School. If an applicant needs to replace a kit or equipment item at any time during their enrollment in school these items may be purchased at the school or independently.

I HAVE READ AND UNDERSTOOD PAGE 1 OF THIS AGREEMENT, WHICH CONSISTS OF 6 PAGES. IT IS PART OF THE CONTRACT WITH THE SCHOOL. Initial Here _____

EXTRA INSTRUCTIONAL CHARGES: During the enrollment contract period, an applicant must maintain a 90% attendance average each month in order to complete the program within the contracted length. The applicant is allowed to miss 10% of their scheduled hours before having to pay extra instructional charges. If the applicant's training goes beyond the contracted ending date for course completion, the applicant will be charged an additional \$10.00 for each hour completed after the contract ending date. The applicant may use the allowed hours for vacation, doctor appointments, illness, etc.

TERMINATION: The school may terminate an applicant's enrollment for immoral or improper conduct, receiving 5 suspensions, noncompliance with educational requirements, student professional development guidelines, general policies, or this contract. The student will be charged an administrative fee in the amount of \$100.00. Students who withdraw from the course are required to empty their student locker and gather all personal items. Any items left behind by the student will be stored for 60 days, at which time they become school property.

SUSPENSION: Applicant's may be suspended for failure to comply with school rules or general policies, leaving the school without permission, failing to notify the school regarding absences and tardiness, incomplete practical worksheets, failing to attend theory or maintain current theory tests, or insubordination.

GRADUATION REQUIREMENTS IN COURSE:

1. Receive the required number of clock hours of training.
2. Complete and receive passing grades on all practical graduation requirements and projects to include examinations, both practical and theoretical,
3. Work on all monthly worksheets with a 70% completion rate.
4. Satisfactorily pass final written and practical exams.
5. Complete the required theory hours
6. Make satisfactory arrangements for payment of all debts owed to the school.
7. Upon graduation the student will receive a graduation certificate and plaque.

(Once the applicant has met all these requirements, he/she will receive the graduation certificate and plaque).

The School reserves the right to retain an applicant in school if the applicant's progress is not satisfactory as determined by the School's Administration and/or the failure to complete all listed requirements or the failure to pass the written and practical exams. We can retain this student until all requirements are met for graduation. Applicant's are expected to complete all requirements within 143% times their contracted date. If not, the applicant will be dropped from the program.

For the purpose of transfer or graduation, hours will not be released by the school until all monies owed to the institution have been paid and all academic requirements pertaining to those hours have been completed.

EMPLOYMENT ASSISTANCE: The school will assist students in finding suitable employment by posting area employment opportunities and teaching classes on seeking employment. However, the school cannot guarantee placement.

RIGHT TO CHANGE: The school reserves the right to modify its rules, curriculum, dress code, or any other policies at its discretion.

REFUND POLICY:

- A. Any monies due the applicant or student shall be refunded within the 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
 1. An applicant is not accepted by the school. This applicant shall be entitled to a refund of all monies paid to the school.
 2. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, within three business days of the signing of the enrollment contract. In this case all monies collected by the school shall be refunded. This policy applies regardless of whether or not the student has actually started training.
 3. A student who cancels his/her contract after three business days of signing the contract but prior to entering classes. In this case, he/she shall be entitled to a refund of all monies paid to the school less an evaluation/registration fee of \$100.00.
 4. A student notifies the institution of his/her withdrawal.
 5. A student on an approved leave of absence notifies the school that he/she will not be returning. That date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the institution that the student will not be returning.
 6. A student is expelled by the institution.

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- 7. For official cancellations as defined in paragraphs 2, 3, 4, or 5, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the school administrator/owner in person.
- B. Any monies due a student who officially withdraws from the institution shall be refunded within 30 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored at a minimum monthly and a determination is made to withdraw a student who has been absent from school for 14 or more calendar days, the withdrawal date that will be used in this calculation, is the student's actual last date of attendance.
- C. When situations of mitigating circumstances are in evidence such as serious illness or a disabling accident or death in the immediate family, the school may make a settlement, which is reasonable and fair to both parties.
- C. All extra costs, such as books, equipment, graduation fees, registration/evaluation fee, rentals and other such charges are not considered in the tuition adjust computation if the charges are itemized separately in the enrollment contract. Monies paid for supplies and equipment are non-refundable after three days of signing the enrollment contract.
- D. For students who terminate prior to completion, an administration fee in the amount of \$100.00 will be assessed.
- E. If a course is canceled subsequent to a student's enrollment, and before instruction in the course has begun, the school shall either provide a full refund of all monies paid or provide completion of the course.
- F. If the school closes permanently and no longer offers instruction after a student has enrolled, the school will provide a pro rata refund of tuition to the student.
- G. Granting of credit for previous training shall not impact the refund policy.

Refund Table

Students are entitled to upon withdrawal or termination, a refund of:

Within first 10% of program90%

(less cancellation charge)

After 10% but within first 25% of program75%

(less cancellation charge)

After 25% but within first 50% of program50%

(less cancellation charge)

After 50% but within first 75% of program.....25%

(less cancellation charge)

After 75% (if paid in full, cancellation charge is not applicable)....No Refund

Postponement of starting date whether at the request of the school or the student, postponing your start date requires a written agreement signed by the student and the school. The agreement must be set forth; (a) whether the postponement is for the convenience of the school or the student and; (b) a deadline for the new start date, beyond which the new start date will not be postponed.

If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

I HAVE READ AND UNDERSTOOD PAGE 3 OF THIS AGREEMENT, WHICH CONSISTS OF 6 PAGES. IT IS PART OF THE CONTRACT WITH THE SCHOOL. Initial Here _____

STUDENT FINANCIAL AID RELEASE: The undersigned agrees that the School does not guarantee the student loan process in any respect.

A Federal Parent Plus loan requires a credit check and is based on the parent's credit. A pre-approval for a Parent Plus loan is not a guarantee that the Parent will receive a Federal Parent Plus loan. It is critical that the parent be able to pass a credit check when the loan is certified. The school has no control over the approval or decline of a parent's credit history. Nor does the school assume any responsibility for mistakes on any of the financial aid forms. It is up to the student to make sure all forms are accurate and complete.

RE-ENTRY TERMS: Re-admittance for any student will require current tuition payment, current academic requirements with a 70% or higher grade, a personal interview with school administration, payment of a re-entry fee of \$100.00, probationary status for the first 30 days after re-entry.

ARBITRATION: Student and School agree that any controversy, claim or dispute arising out of or relating to this Agreement, or relating to any aspect of school rules, discipline, expulsion, requests for leave of absence, or alleged unlawful conduct (including without limitation laws that prohibit discrimination based on any protected classification), shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, whose rules shall apply except as modified by this paragraph. The arbitration shall take place in the county in which the School is located before one arbitrator, who shall be a retired judge. The arbitrator may award attorney and expert witness fees and costs to the successful party but shall not have the right to award exemplary or punitive damages. The arbitrator shall submit a written finding of facts and conclusions of law. The arbitrator shall have authority only to interpret and apply provisions of this Agreement and shall have no authority to add to, subtract from or modify terms of this Agreement except to the extent otherwise provided in Section Severability. The judgment of the arbitrator shall be binding and may be entered as a final judgment by any court having jurisdiction over the parties hereto. The award of the arbitrator shall be kept confidential and may not be disseminated to any member of the public by either party. No party shall initiate or prosecute any lawsuit in any way related to any dispute or claim covered by this Agreement. **THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT UNDER THIS SECTION EACH WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ARBITRABLE CONTROVERSY OR CLAIM. Note: notwithstanding the forgoing arbitration shall not apply to any claim for collection of tuition due and any matters related to such claim.**

CHOICE OF LAW AND VENUE: Any controversy or claim arising out of or relating in any way to this Contract, or the breach hereof, shall be resolved in accordance with the substantive laws of the State in which PAUL MITCHELL THE SCHOOL is located, without regard to its choice of law principles. Jurisdiction and venue for any action will be in the county in which PAUL MITCHELL THE SCHOOL is located.

SEVERABILITY: If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible, and in any event the validity and enforceability of the remaining sections shall not be affected unless an essential purpose of this Contract would be defeated by the loss of the illegal, unenforceable, or invalid provision.

ENTIRE AGREEMENT: This Contract constitutes and expresses the entire agreement and understanding of the parties hereto in reference to the matters stated herein. No prior discussions, promises, representations, warranties or understandings relative thereto, if any, had between the parties hereto, shall be of any force or effect with respect to the subject matter hereof. This Contract shall be deemed to be an integrated agreement and the Contract supersedes all prior and contemporaneous oral and written agreements, promises and understandings between the parties with respect to the subject matter hereof.

AMENDMENT OR MODIFICATION: This Contract may not be changed, waived or modified or discharged in whole or in part, except in writing signed by all affected parties hereto.

HEADINGS AND LANGUAGE: The various headings in the Contract are inserted for convenience only and shall not be deemed a part of or in any manner affect this Contract or the provisions of it. As used in this Contract, the masculine, feminine or neuter gender and the singular and plural shall be deemed to include the other whenever the context so indicates.

I HAVE READ AND UNDERSTOOD PAGE 4 OF THIS AGREEMENT, WHICH CONSISTS OF 6 PAGES. IT IS PART OF THE CONTRACT WITH THE SCHOOL. Initial Here _____

STUDENT COMPLAINTS: Student complaints should be brought to the attention of the school Director in order to be resolved. If a student complaint cannot be resolved between the school and the student, a student may contact the Colorado Division of Private Occupational School at (303) 866-2723 or highered.colorado.gov/dpos. There is a two year limitation of Division taking action on student complaints.

THE APPLICANT HAS READ THIS COMPLETE CONTRACT, UNDERSTAND ITS CONTENTS, AND AGREE TO COMPLY WITH ALL REQUIREMENTS CONTAINED HEREIN AND THE GENERAL POLICIES OF THE SCHOOL. IN ADDITION PRIOR TO ENROLLMENT AND SIGNING THIS ENROLLMENT CONTRACT, THE APPLICANT HAS RECEIVED A COPY OF THE FOLLOWING ITEMS: THIS CONTRACT, THE SCHOOL CATALOG, THE SCHOOL PROFESSIONAL DEVELOPMENT GUIDELINES, THE COURSE OUTLINE, THE SCHOOL'S SATISFACTORY ACADEMIC PROGRESS POLICY, THE SCHOOL PERFORMANCE STATISTICS REGARDING COMPLETION, LICENSURE AND PLACEMENT, THE PHYSICAL DEMANDS FOR THE PROFESSION, THE SAFETY REQUIREMENTS OF THE PROFESSION, COMPENSATION A GRADUATE CAN REASONABLY EXPECT, STATE LICENSURE REQUIREMENTS, THE CAMPUS CRIME REPORT, AND THE SCHOOL'S POLICY FOR A DRUG-FREE WORKPLACE.

Applicant Signature	Date
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Guardian Signature(if student is a minor)	Date
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School Official Signature	Date
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TRANSFER HOURS

I _____ do not have any transfer hours and understand that by signing this statement I cannot add transfer hours once I have been contracted.

Applicant Signature

Date

I _____ have _____ transfer hours.

I have also provided proof of these hours to the Financial Aid office, and understand that once I have been contracted I cannot increase or decrease the transfer hours.

Applicant Signature

Date

ALLOWED MISSED HOURS FOR TRANSFER STUDENTS

1800- _____ = _____ X 10% = _____
Transfer Hours Hours needed or contracted Allowed missed hours

Attached is a copy of the students transfer hours: **YES / NO**

If you answered no to the above, stop and get a copy of the student's transcripts.

School Official Signature

Date