



ENROLLMENT AGREEMENT
Delaware First State Beauty Academy Inc. (DFSBA)
Nail Technician Student

Name Last/First/MI: _____ Birth Date: _____ R / L Handed (Circle)
 Address: _____ Home / Cell: _____
 Driver License /ID#: _____ State: _____ U. S. Citizen ____ Yes ____ No ____
 SSN: _____ D.O.B. _____ Foreign I.D. # _____ Type: _____
 Student I.D. # _____ Email Address: _____
 Contract Begins: _____ Contract Ends: _____ (Calculated Completion Date)

Notice: YOU AND THIS ENROLLMENT AGREEMENT

You are entering into this Enrollment Agreement in order to become a student enrolled at Delaware First State Beauty Academy, Inc. (DFSBA). When this Enrollment Agreement uses the terms “student,” “applicant,” “you” “me,” or “I,” we are referring to you as the student who is enrolling in the Academy. The word “Agreement” refers to this “Enrollment Agreement” unless otherwise indicated. A student shall enroll in the Academy only after this enrollment agreement is signed by the student and an authorized employee of the Academy.

Nail Technician Certification Program

	Clock Hours	Total Weeks	Total Months	Weekly Scheduled Hrs.	Schedule
Full-Time <input type="checkbox"/>	300	37	8.5	32	Days: Mon-Thurs 8am-4pm Nights: Mon-Thurs 4pm-9pm
Part-Time <input type="checkbox"/>	300	64	14.3	22	Days: Mon-Thurs 8am-4pm Nights: Mon-Thurs 4pm-9pm

- **This Program meets licensure requirements** for the state of Delaware and other states that require 300 clock hours for the Nail Technician program.
- **This Program qualifies students to sit for licensure exam** in the state of Delaware and other states requiring the 300-hour Nail Technician program.

At DFSBA Academy, you will learn:

- Sanitation
- Chemicals & Chemistry
- Artificial Nail Services
- Manicuring & Pedicuring
- Nail Wrapping
- Nail & Art Techniques

Applicant/Student Status

___ First Time Applicant 300 Clock Hours
 ___ Transfer Student Total Clock Hours Accepted Towards Program _____
 ___ Transfer Student Total Clock Hours Required to Complete Program After transfer Credits _____
 ___ Re-Entry Student - Re-Enrolling more than 180 days after last date of attendance
 Remaining Clock Hours Required for Completion _____
 ___ Re-Entry Student Re-Enrolling after exceeding maximum time-period and after submitting and receiving
 Satisfactory Academic Progress Appeal Remaining Clock Hours Required for Completion _____



Curriculum & Description

Language of All Programs are taught in English

Cosmetology – 1500 Hours

The objective of the Cosmetology program is to teach future salon professionals the fundamentals of cutting, styling, permanent waving, hair coloring, manicuring, skin care, and makeup. This course prepares graduates to pass the State Board exam, become a licensed Cosmetologist, and begin working in the Salon & Spa industry.

Description of Course

- Project a positive attitude and a sense of personal integrity and self-confidence.
- Project professionalism, visual poise, and proper grooming.
- Communicate effectively and interact appropriately with colleagues, supervisors, and clients.
- Respect the need to deliver worthy service for value received in an employment environment.
- Perform the basic manipulative skills in the areas of hair styling, hair shaping, hair coloring, texture services, scalp and hair conditioning, skin and makeup, and nail care.
- Perform the basic analytical skills to advise clients in the total look concept.
- The course is presented through comprehensive lesson plans which reflect effective educational methods. Subjects are presented by means of interactive lectures, demonstration, cooperative learning, labs, student salon activities, and student participation. Audio-visual aids, guest speakers, field trips, projects, activities, and other related learning methods are used in the course.

Contract Costs and Payment Terms

Student and/or Sponsor (if applicable) agree to pay the Academy the tuition and fees for the program selected according to the approved payment plan stated below. The Academy may, at its option and without notice, prevent students from attending class until any applicable unpaid balance of payments are satisfied. The academy will charge additional tuition for hours remaining after the contract ending date at the rate of \$100 per week, or any part thereof, payable in advance until graduation. The Academy may charge a \$10.00 transcript fee for transcript requests. The Academy will charge a \$35.00 late fee when a payment becomes past due. Past due is when payment is past the date that it should have been made. The Academy will charge an application fee for students enrolling or transferring to the Academy of \$100. The Academy will charge a \$100 re-entry fee to students who have withdrawn and wish to re-enter more than 30 days after termination. The tuition rates current at the time of re-entry will apply to the balance of training hours needed for students who re-enroll more than 30 days after the formal withdrawal date unless mitigating circumstances apply. Methods of payment include registration/application fee paid at time of applying, full payment at time of signing the Enrollment Agreement, signing agreement with balance paid prior to start date or through an approved payment plan as stated herein. Payments may be made by check, money order, credit, or debit card or through non-federal agency or loan programs. Students are responsible for paying the total tuition and fees and for repaying applicable loans plus interest.

TUITION/TEXTBOOKS/KITS AND FEES

Tuition, fees, costs, and kit charges are charged by payment period and are based on the rates listed below in this Enrollment Agreement.



Nail Technician Program

Categories	Amount	Status
Tuition	\$3,000.00	Nail Technician Program
Application Fee	\$100.00	Non-Refundable
Total Program Cost	\$3,100.00	(subject to the terms in this agreement)
Less Paid Amount(s)		
Less Grant Received		
Less Scholarship		
Application Fee Paid	-\$100.00	Due before start of class
Min /Down Payment Due	-\$3,000.00	Due before start of class

Total Amount Due **\$0.00**

Payment Plan Options

1. ☐ Pay in Full
2. ☐ Payment Plan (Due Every Friday/1st Each Month - Min \$ _____ / \$ _____ / \$ _____
Wkly Bi-Wkly Mnthly
3. ☐ Scholarship Awarded
4. ☐ Grant Awarded
5. ☐ Student Loan (Not available at this time)

DFSBA currently does not participate in federal Title IV Financial Aid Programs.

Note: Textbook(s), and all “Kits” are at Students own expense.

TUITION AND FEE CHANGES

Tuition and fees typically remain the same for a student at the time the student starts their first class as long as they remain enrolled in the same educational program and do not withdraw from the program. Tuition and fees may change on January 1st of each year for future start dates. Tuition and fees are subject to change at any time. If the Academy offers a tuition benefit, grant, or scholarship to the student or if the student receives financial aid, scholarships, or other credits from a third-party, this financial assistance will be applied to an individual student’s ledger and used to pay for tuition, fees, costs, and kit charges to the extent permitted by law.

This Agreement constitutes a binding contract between the student and the DFSBA (“The Academy”) when signed by all applicable parties and upon acceptance by the Academy. By signing below, you certify that you have read all pages. You will receive an exact copy of the signed contract. Keep it to protect your rights. The Academy reserves the right to change start dates based on class enrollment, staff availability and other considerations.

ACKNOWLEDGEMENT: My signature below certifies that I have read, understand, and agree to comply with its contents, and that the institution’s cancellation and refund policies have been clearly explained to me. I have received a copy of this fully executed agreement.

I have read and understood this agreement with DFSBA and that it is part of the contract with the Academy.

Student Signature Date Guardian/Sponsor (if applicable) Date

Accepted by Academy Official Date



GENERAL TERMS OF AGREEMENT

DFSBA Guidelines

- Shall provide programs of study that meet minimum curriculum requirements as prescribed by the state regulatory agency.
- May change kit contents, textbooks, dress code, curriculum format, teaching materials or educational methods at its discretion.
- Will grant a diploma of graduation and Official Transcript of Hours for the applicable course when the student has successfully completed all phases of study, required tests, practical assignments; passed a final comprehensive written and practical examination; completed the program of study according to State requirements; completed all exit paperwork; attended an exit interview and made satisfactory arrangements for payment of all debts owed to the Academy.
- Will issue an Official Transcript of Hours to students who withdraw prior to program completion when the student has successfully completed the required exit paperwork, attended an exit interview, and made satisfactory arrangements for debts owed the Academy as approved by the Academy.
- Will assist graduates in finding suitable employment by posting area employment opportunities and teaching Job Readiness classes, but placement is ***not guaranteed***.
- May terminate a student's enrollment for noncompliance with General Policies, this contract, or State Laws and Regulations; Improper conduct or any action which causes or could cause bodily harm to a client, a student, or employee of the Academy; willful destruction of Academy property; and theft or any illegal act.

Student:

- Agrees to pay applicable Academy and state fees and provide all required registration paperwork in a timely manner.
- Agrees to comply with all Standards of Conduct, General Policies, State Laws and Regulations, and educational requirements including clinic assignments.
- Agrees not to refuse to perform client services or other program requirements.
- Agrees to provide all financial aid documents, if applicable, in the designated time frame.
- Agrees to comply with the Academy's dress code at all times and project a professional image representative of the cosmetology and image industry.
- Agrees to comply with the assigned schedule for the applicable program of study which may change from time to time at the discretion of the Academy.
- Agrees to attend theory class as scheduled for the duration of the course of study regardless of whether all required tests have been taken and passed.
- Understands that if he/she is a Title IV financial aid recipient, minimum attendance and grade requirements must be maintained for satisfactory academic progress; failure to comply will result in loss of eligibility for financial aid according to the policy found in the catalog. **(No available at this time)**
- Understands that he/she is responsible for the state licensing exam fee and other examination or licensing related expenses.

REFUND POLICY – NOTICE OF CANCELLATION

- For applicants who cancel enrollment or students who withdraw from enrollment a fair and equitable settlement will apply. Applicants not accepted by the Academy shall be refunded all monies paid to the Academy, less application/registration fee. If student (or in the case of student under legal age, his/her parent or guardian) cancels the enrollment in writing within three business days of signing the enrollment agreement, all monies collected by the Academy will be refunded, less application/registration fee, even if



the student has begun classes. The "formal cancellation date" will be determined by the postmark on written notification, the date said notification is delivered to the Academy in person, the date of expulsion

- by the Academy, or 30 days after the last day of attendance or the expiration date of an approved Leave of Absence.
- If a student cancels the enrollment more than three business days after signing the contract but prior to starting classes, a refund of all monies paid to the Academy less the application/registration fee in the amount of \$100 will be made. For students who enroll and begin classes but withdraw prior to course completion (after three business days of signing the contract), the following schedule of tuition earned by the Academy applies. All refunds are based on scheduled hours:

PERCENT OF SCHEDULED TIME ENROLLED TO TOTAL COURSE OR PROGRAM	TOTAL TUITION ACADEMY SHALL RECEIVE/RETAIN
0.01% to 04.9%	20%
5% to 09.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%
25% to 49.9%	70%
50% and over	100%

Any monies due to the applicant or student shall be refunded within 45 days of the formal cancellation date as defined above. In the case of disabling illness or injury, death in the student's immediate family or other documented mitigating circumstances, a reasonable and fair refund settlement will be made. If permanently closed or no longer offering instruction after a student has enrolled, the Academy will provide a pro rata refund of tuition to the student. If the course is canceled subsequent to a student's enrollment, the Academy will either provide a full refund of all monies paid or completion of the course at a later time. The Academy does not participate in any teach-out plans with other institutions.

GRADUATION REQUIREMENTS

The Student Must:

1. Complete the required total clock hours of training.
2. Thoroughly complete all clinic practical worksheets.
3. Pass written and practical exams.
4. Complete the required theory hours.
5. All tuition costs and fees must be paid in full or satisfactory payment arrangements must be made to the Academy.

The Student Must Maintain Satisfactory Progress Grading Formula

93 - 100 Excellent
85 - 92 Very Good
75 - 84 Satisfactory
74 - 0 **Fail** - Needs Improvement; Does not meet standards



DFSBA will not release an official transcript until all graduation requirements are met. A certified transcript will be provided to a student who withdraws which will include hours that the Academy has been compensated for. For the purpose of a student transfer or graduation, hours will not be released by DFSBA until all monies owed to DFSBA have been paid and all academic requirements pertaining to those hours have been completed.

Students may request additional transcripts for an administrative fee of \$10.00 and will be processed in 7-10 business days.

PAYMENT PLAN SCHEDULE

There shall be one (1) payment in the amount of \$3,000.00 with the first payment to be made on or before student's start date. (Student is electing to pay tuition in full).

All students have the option to purchase optional items anytime during the program which will be an additional cost to the student and will not be a deduction toward their tuition.

The balance is due within one (1) month of termination of the monthly payment schedule (if applicable). The student agrees to pay all sums herein required by DFSBA. All fees must be paid in full in order for Student to graduate. The Academy accepts, cash, credit card, checks, cashier's checks, and U.S. money orders.

Student Signature _____ Date _____

Guardian Signature (If student is a minor) _____ Date _____

Guardian's Printed Name _____

Academy Official Signature _____ Date _____

Academy Official Printed Name _____ Title _____



State Licensing Disclaimer

The state of Delaware may refuse to grant a license if a student has been convicted of a crime; committed any act involving dishonesty, fraud, or deceit; or committed any act that, if committed by a licensee of the business or profession in question, would be grounds for the Delaware Board of Barbering and Cosmetology to deny licensure. The Delaware Board of Barbering and Cosmetology denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. Students who are not U.S. citizens or who do not have documented authority to work in the United States will not be eligible to apply to take the state licensure examination. Paul Mitchell The School-Delaware is not responsible for students denied licensure.

I, _____, have received a copy of the State of Delaware Administrative Code, Title 24, 5100 Board of Cosmetology and Barbering, Section 18 and understand that a criminal history may be a bar to licensure.

Student Signature

Date

School Official Signature

Date



ARBITRATION AND CLASS ACTION WAIVER OF JURY TRIAL DISCLOSURE

1. Any dispute I may bring against the School, or any of its parents, subsidiaries, officers, directors, or employees, or which the School may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration conducted by the American Arbitration Association (the "AAA"), under its Consumer Arbitration Rules ("Consumer Rules"), with the exception that the arbitrator appointment process shall be governed by AAA Commercial Rule 12(a)-(b). The arbitration shall be conducted and decided by a single Arbitrator. Any remedy available from a Court under the law shall be available in arbitration. The arbitration hearing will be conducted in the city in which the campus is located. Initials: _____
2. Notice Regarding Borrower Defense Claims: I understand this Agreement is a condition of my enrollment in the School. This Agreement does not, in any way, limit, relinquish, or waive my ability to pursue filing a borrower defense claim, pursuant to 34 C.F.R. § 685.206(e) at any time. This Agreement does not require that I participate in arbitration, or any internal dispute resolution process offered by the School prior to filing a borrower defense to repayment application with the US Department of Education pursuant to 34 C.F.R. § 685.206(e). Any arbitration, required by this Agreement, tolls (pauses) the limitations period for filing a borrower defense to repayment application pursuant to 34 C.F.R. § 685.206(e)(6)(ii) for the length of time that the arbitration proceeding is under way. Initials: _____
3. Delaware First State Beauty Academy (DFSBA) (the "Academy") requires each student to agree to a pre-dispute arbitration agreement and a class action waiver as a condition of enrollment ("Arbitration Agreement"). The Arbitration Agreement does not, in any way, limit, relinquish, or waive a (student's) ability to pursue filing a borrower defense claim, pursuant to 34 C.F.R. § 685.206(e) at any time. Initials: _____
4. The Arbitration Agreement does not require that the I (student) participate in arbitration, or any internal dispute resolution process offered by the Academy prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 C.F.R. § 685.206(e). Any arbitration, required by the Arbitration Agreement, tolls (pauses) the limitations period for filing a borrower defense to repayment application pursuant to 34 C.F.R. § 685.206(e)(6)(ii) for the length of time that the arbitration proceeding is under way. Initials: _____
5. The Federal Arbitration Act ("FAA") shall govern the interpretation, scope, and enforcement of this Agreement. Any and all disputes concerning the interpretation, scope, and enforcement of this Agreement shall be decided exclusively by a Court of competent jurisdiction, and not by the Arbitrator. Initials: _____
6. Both the Academy and I explicitly waive any right to a jury trial. I understand that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction. Initials: _____
7. I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, consolidated or joint action. Initials: _____
8. This Agreement does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of the small claims court's jurisdiction. Initials: _____
9. I may, but need not, be represented by an attorney at arbitration. Initials: _____



10. Except as specifically required by the laws of the State of Delaware, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm and will be subject to being immediately enjoined. Initials: _____
11. I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. I shall disclose this Agreement to the AAA if I file an arbitration. Initials: _____
12. If any part of this Agreement is declared unenforceable or invalid, it shall be severable, and the remainder of this Agreement shall continue to be valid and enforceable. Initials: _____
13. I acknowledge and give my consent to use an electronic signature to bind me to this Agreement. I further acknowledge that this electronic signature attached to this document was created by me as a voluntary and knowing act that represents my intent to be legally bound. Initials: _____

I HAVE HAD AN OPPORTUNITY TO FULLY READ AND UNDERSTAND THIS ENTIRE AGREEMENT. BY MY ABOVE INITIALS AND MY BELOW SIGNATURE, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

Student Signature _____ Date _____

Academy Representative Signature _____ Date _____

Academy Representative Name and Title

***DFSBA is an Equal Opportunity employer/program.
Auxiliary aids and services are available upon request to individuals with disabilities.***



PAYMENT

The student is responsible for any tuition balance owed and not covered by financial aid. For those applicants who do not qualify for financial aid, the Academy accepts credit card, cashier's checks, and U.S. money orders. The student also may decide to pay the remaining balance under a separate monthly payment plan with the Academy. Funds received for eligible applicants from student loan programs will be applied to this payment plan. Any remaining funds available for the student will be paid to the student only once the student has paid in full the tuition, fees, charges, and kit costs for the payment period (if applicable). Delinquent accounts may also be sent to third party collection agencies and reported to each of the major credit bureaus.

Nonsufficient funds fees, collection fees, interest and attorney fees shall apply and be charged based on local, state, or federal statute at the maximum rate permitted by law, whichever is lower.

RIGHT TO CHANGE or MODIFY

The Academy reserves the right to modify its professional development guidelines, class schedules, curriculum, dress code, the modality of course delivery (such as changing courses from on campus delivery to online delivery), the content and grading of courses (including changing to pass/fail or other grading format), the location of courses, the format of services, or any other policies at its discretion and without prior notice. Such circumstances could include, but not be limited to, pandemic, storms, fire, flood, civil disorder, or other circumstances. Students shall not be entitled to a refund of tuition or other fees and costs where the Academy exercises its discretion to make these changes except to the extent permitted by the Academy's published refund policy.

OFFICIAL WITHDRAWAL PROCESS

If a student wishes to officially withdraw from DFSBA, the student must notify the Executive Director of the Academy in writing at the following email address: sbanning@firststatebeauty.com. A student on an approved leave of absence must also notify the Academy as soon as possible if they will not be returning from the leave of absence. The notification may be made in writing, orally, or by email. The date the Academy is notified is the date of determination which is based on the postmark date on the written notification (including the date of an email) or the date the notification was delivered in person. Note, a withdrawal may be effectuated by the student's written notice or by the student's conduct, including, but not necessarily limited to, a student's lack of attendance.

Official cancellation occurs when an applicant is not accepted by the Academy, or when a student or legal guardian cancels the Enrollment Agreement. The Academy also may initiate an official withdrawal for reasons which include but are not limited to the expulsion of the student or the termination of the student for failure to meet the applicable requirements of the Academy's satisfactory academic progress policy or the failure to pay tuition and other charges by the applicable deadlines.

UNOFFICIAL WITHDRAWAL PROCESS

For unofficial withdrawals, a student's withdrawal date at the Academy is the student's last day of physical attendance in a class in the student's designated program at DFSBA. An unofficial withdrawal may occur for a variety of reasons including but not limited to failure to meet program attendance requirements, failure to attend a class in the student's program at the Academy for 14 consecutive calendar days, failure to meet the applicable requirements in the Academy's satisfactory academic progress policies, or failure to pay tuition and other charges by the applicable deadlines.

Unofficial withdrawals are determined by monitoring clock hour attendance every 10 days and a determination is made to withdraw a student who has been absent from Academy for **14** or more consecutive calendar days; the



Withdrawal Date that will be used in this calculation is the student's last date of physical attendance. In both cases the Withdrawal Date (last day in attendance) will be used in the Refund calculation and, if applicable, in the Federal Return of Title IV calculation.

WITHDRAWAL, SUSPENSION AND FEE

Students may be suspended or withdrawn (i.e. terminated) from enrollment from the Academy for reasons which include but are not limited to failing to comply with Academy rules or general policies, leaving the Academy without permission during the scheduled hours of the students' program, failing to attend for 14 consecutive calendar days, failing to complete practical worksheets, failing to attend theory classes or take theory tests, failing to meet the Academy's policies regarding Satisfactory Academic Progress, failure to pay tuition and charges when due, and/or jeopardizing the safety and security of any Academy member or visiting member.

Students may receive coaching sessions for noncompliance with certain policies. Once a student has received five (5) coaching sessions, the student may be suspended from the Academy for five (5) days. Suspended Students will be required to pay the administrative re-entry fee of \$100.00. If a student receives two (2) more coaching sessions after re-admission from a five (5) day suspension, the student's enrollment may be permanently withdrawn by the Academy. A Student may be withdrawn by the Academy without prior coaching sessions for violating the code of conduct.

REFUND POLICY

This policy applies to all terminations for any reason, by either party, including student decision, course or program cancellation, or Academy closure.

Any monies due to the applicant or student shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:

- a. An applicant is not accepted by the Academy. This applicant shall be entitled to a refund of all monies Paid to the Academy except a non-refundable application and registration fee of \$100.
 - b. 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 (3) business days of signing the enrollment contract. In this case all monies collected by the Academy shall be refunded except a nonrefundable application fee of \$100. This policy applies regardless of whether or not the student has actually started training.
 - c. A student who cancels his/her contract after three (3) business days of signing the contract but prior to entering classes is entitled to a refund of all monies paid to the Academy less the non-refundable application and registration fee of \$100.
 - d. A student notifies the institution of his/her official withdrawal in writing.
 - e. A student is expelled by the institution.
 - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the Academy administrator/owner in person.
 - g. Monies paid for student kit is non-refundable unless the student cancels within 3 (three) business days of signing the enrollment contract.
1. Any monies due a student who unofficially withdraws from the institution shall be refunded within 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days, and a determination is made to withdraw a student who



has been absent from Academy for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.

2. When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the Academy may make a settlement that is reasonable and fair to both parties.
3. All extra costs, such as books, equipment, graduation fees, application fee, registration fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the kit purchase agreement.
4. If a course and/or program is cancelled subsequent to a student's enrollment, and before instruction in the course and/or program has begun, the Academy shall either provide a full refund of all monies paid or provide completion of the course and/or program.
5. If a course and/or program is cancelled and ceases to offer instruction after the student has enrolled and instruction has begun, the Academy shall either provide a full refund of all monies paid or provide completion of the course and/or program.
6. For students who terminate prior to completion, a withdrawal fee in the amount of \$100.00 will be assessed.
7. A student's account may be sent to collections for nonpayment.
8. If the Academy closes permanently and no longer offers instruction after a student has enrolled and instruction has begun, the Academy will provide a pro rata refund of tuition to the student.
9. A student on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the Academy that the student will not be returning.

TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT DFSBA

The transferability of credits you earn at DFSBA is at the complete discretion of the Academy to which you may seek to transfer. Acceptance of the certificate you earn in cosmetology and/or instructor 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 is 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 Academy will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending the Academy to determine if your certificate will transfer.

DISPUTE RESOLUTION

The Academy seeks to resolve any grievances or conflicts that may arise, but should grievances not be resolved informally, the institution has established formal grievance and complaint procedures as outlined in the Catalog. Although students are encouraged to follow the Academy's grievance and complaint procedures, they are not required to do so before enforcing any contractual or other legal rights or remedies.

CHANGES OR AMENDMENTS

This Enrollment Agreement may not be amended/changed, waived, modified, or discharged in whole or in part, except in writing signed by all affected parties hereto, except that the Academy's Catalog is subject to amendment from time to time by the Academy in its sole discretion.



This Enrollment Agreement 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 Enrollment Agreement shall be deemed to be an integrated agreement and the Agreement supersedes all prior and contemporaneous oral and written agreements, promises, and understandings between the parties with respect to the subject matter hereof. The Academy's Catalog and this Agreement is considered one document and the terms, conditions, and policies outlined in the catalog as it may be amended from time-to-time at the Academy's discretion are incorporated herein.

The various headings in the contract are inserted for convenience only and shall 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 the neuter gender and the singular and plural shall be deemed to include the other whenever the context so indicates. If any provision of this Enrollment Agreement is contrary to the law in any state or is otherwise judicially determined to be unenforceable, the remaining provisions of this Enrollment Agreement shall be binding and effective.

ACKNOWLEDGEMENTS

THIS IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE APPLICANT AND ACCEPTED BY THE ACADEMY. THE APPLICANT HAS READ THIS COMPLETE CONTRACT, UNDERSTANDS ITS CONTENTS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS CONTAINED HEREIN AND THE GENERAL POLICIES OF THE ACADEMY. IN ADDITION, BY SIGNING THIS ENROLLMENT AGREEMENT,

I CERTIFY THAT (please initial each line below):

I would like to enroll as a student at Delaware First State Beauty Academy (DFSBA) in the program(s) identified by signing this Agreement, I acknowledge and confirm that I am the Applicant (or that I am the Guardian if I am signing as the Guardian for an Applicant) and agree to each of the following on behalf of the Applicant:

Initials: _____

I have been informed that if English is not my primary language, I have the right to obtain a clear explanation of the terms and conditions of the enrollment agreement including all cancellation and refund policies in my primary language.

Initials: _____

I would like to enroll as a student at DFSBA in the program(s) identified above and I understand that I am responsible for paying tuition and fees to enroll in the program.

Initials: _____

I acknowledge and confirm that, prior to enrollment and to signing this Enrollment Agreement, I received a copy of the following items listed below:

- | | |
|------------------------------------|--|
| • This Enrollment Agreement | • Academy's Privacy Policy |
| • Course Outline | • Program and Licensing Disclosure |
| • State Licensure Requirements | • Satisfactory Academic Progress Policy |
| • Academy's Performance Statistics | • Academy's Drug Free & Workplace Policy |
| • Physical Demands for Profession | • Crime Campus Report |

Initials _____



1. I have been given an opportunity to visit and tour the facility/campus. Initials: _____
2. I have received a current copy of DFSBA's Catalog. Initials: _____
3. I acknowledge that this Agreement becomes a legally binding contract between me and the Academy once I sign the Agreement or If I am a minor, once a legal Guardian signs the Agreement) and once the Agreement is signed on behalf of the Academy unless the Agreement is canceled under the terms outlined in this agreement. Initials: _____
4. I have had sufficient opportunity to evaluate the Academy's Catalog. Initials: _____
5. I acknowledge that I am responsible for reading and complying with all terms and policies outlined in the Academy's Catalog. Initials: _____
6. I acknowledge that neither the Academy nor any of its representatives have made any guarantee of any specific skill attainment that will accrue from the program of instruction that I am enrolling in at the Academy. Initials: _____
7. I acknowledge that the Academy does not guarantee any job placement or employment and that no guarantee of any job placement or employment has been given or implied by the Academy or its representatives. Initials: _____
8. I agree to hold the Academy, its officers, employees, and affiliates harmless for any acts I may commit through my own negligence or through the acts of others during my attendance at the Academy or during participation in activities required by the Academy in connection with my educational program. Initials: _____
9. I acknowledge that the number of any clock hours accepted by the Academy for transfer toward my program is noted above in the Student Status section of this Agreement. I understand that by signing this statement I cannot request that any clock hours be transferred once I have been admitted to the Academy. I understand that once I have been admitted to the Academy, I cannot increase or decrease the number of clock hours I may transfer. Initials: _____
10. I acknowledge that the Academy makes no guarantee of transferability of credits earned at its institution to another institution and I have reviewed and understand the Notice Concerning the Transferability of Credits and Credentials Earned at our Institution contained in this agreement. Initials: _____
11. Acceptance of clock hours earned at another institution are subject to review and acceptance by the Academy under its transfer of credit policies and subject to receiving official transcripts and other documentation necessary for a transfer credit evaluation. Initials: _____
12. I acknowledge prospective students are required to submit transcripts prior to the start of the program. Transfer clock hours must be accepted before the first seven calendar days of the program start date. Initials: _____
13. I acknowledge that disruptions to my continuous attendance in my program may potentially reduce or eliminate my eligibility for financial aid and/or other funding leaving me fully responsible for all unfunded charges to my account. I acknowledge that the financing of my education as well as the cancellation and



refund policies have been clearly explained to me, I have been provided ample opportunity to ask all my related questions, and my questions have been answered to my satisfaction. Initials: _____

14. If I withdraw from my program and re-enroll in my program within 180 days of my last date of attendance, I will be required to complete an Enrollment Agreement Addendum in accordance with the Academy's policies for readmitting students. If I wish to re-enroll in my program more than 180 days after my last day of attendance, I will be required to complete a new application as well as a new Enrollment Agreement and also be subject to a personal interview with an Academy administrator and may be required to meet certain conditions. Re-admission is not guaranteed and shall be granted in the sole discretion of the Academy. If I wish to re-enroll after exceeding the maximum timeframe for completion of the program under the Academy's Satisfactory Academic Progress policies. Initials: _____
15. I will be required to submit a successful appeal in accordance with the appeal process in the Academy's Satisfactory Academic Progress policy. If I re-enroll under a new Enrollment Agreement, the terms of the new Enrollment Agreement shall become effective and will be subject to current tuition charges and fees in effect at the time of the new Enrollment Agreement. I will be required to pay the applicable additional fees at the time of the Enrollment Agreement and be subject to the policies and procedures in effect at the time of the student's reenrollment. Initials: _____
16. I acknowledge that the Academy provides job placement assistance upon graduation without additional charge; however, no guarantee of any job placement or employment has been given or implied by a representative of the Academy I understand that Academy does not guarantee employment to students as a result of their attendance at, graduation from, or performance. I acknowledge that it is my responsibility to perform background research on a potential employer or job and that the Academy is not responsible for the safety, wages, working conditions or other aspects of employment. Initials: _____
17. I acknowledge and understand that if I have a current or future criminal record that I may not qualify for professional licensing or credentialing. Initials: _____
18. I have reviewed the information about the Academy's accreditation and the accreditation of its programs. I also have reviewed the state authorization disclosures and the disclosures regarding programs leading to professional licensure and certification under "Consumer Information" on Professional Licensure Disclosures. Initials: _____
19. I acknowledge that the Academy makes no guarantee of any licensing or certification that I will derive from the program(s) and that successful completion of the program(s) by itself does not provide licensure or certification in any state, regardless of concentration or specialization. Students seeking licensure or certification in a particular profession is strongly encouraged to carefully research the requirements prior to enrollment. Requirements may vary by state. The Academy does not guarantee that any professional organization will accept a graduate's application to sit for any exam for the purpose of professional certification. Initials: _____
20. I understand the importance of good attendance in order to succeed in my program and acknowledge that, in order to graduate from my program, I must attend all of the required hours in my program, maintain satisfactory academic progress and successfully complete all other graduation requirements as specified in this Agreement. Initials: _____
21. I acknowledge that the Academy may suspend or terminate a student for failure to attend classes as scheduled, failure to make payments when due, failure to meet standards of satisfactory academic progress,



or failure to meet program requirements, or for violation of the Academy's policies, which are contained in the Catalog. Initials: _____

22. I agree to maintain and provide the Academy with an email address for correspondence with the Academy and consent to the use of this email address for the transmission of information concerning my financial records, academic records and course information that may be considered confidential in nature.

Initials: _____

23. I agree to notify the Financial Aid Office of any change to my email address or my home address within 10 calendar days via letter, email, or text message to the Financial Aid Office.

Initials: _____

24. I also acknowledge that if I obtain a loan to pay for my educational program, I am required to repay the full amount of the loan plus interest (less the amount of any loan refund I decline or return) and other amounts that I or my parents may borrow to pay for tuition, fees, costs, and other expenses related to attending my program even if I am dissatisfied with or believe I did not receive educational or other services offered by the Academy or even if I fail to complete my program or am unable to obtain employment.

Initials: _____

25. I acknowledge that students at the Academy are not considered employees and will not be paid a wage for any time spent while enrolled at the Academy, including but not limited to time spent practicing and providing beauty industry-related services to members of the public, cleaning and sanitizing their stations in the clinic classroom, and similar activities.

Initials: _____

26. I acknowledge that a portion of my educational program may be provided online and that I will need to attend this portion of the program on a computer with an adequate internet connection. I acknowledge that I have access to a computer, and to an internet connection, that will enable me to participate in the program online and meet the technology requirements as specified in the catalog.

Initials: _____

27. Prior to signing this enrollment agreement, you must be given a catalog or brochure, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. I certify that I have received the catalog, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information, and the most recent three-year cohort default rate, **if applicable**.

Initials: _____

28. I acknowledge that no verbal statements have been made contrary to what is contained in this agreement.

Initials: _____

DFSBA's Accreditation

DFSBA is not accredited by an accrediting agency recognized by the U.S. Department of Education. As a result, students enrolled in non-accredited institutions are not eligible for federal financial aid.

Delaware First State Beauty Academy is recognized by the U.S. Department of Education and Licensed by the State of Delaware Board of Cosmetology and Barbering.

Delaware First State Beauty Academy has been approved by the Delaware Department of Education as a postsecondary private business and trade school. An original Certificate of Approval is on file at the Academy.

Delaware First State Beauty Academy is following the *Delaware Code*, Chapter 85, Title 14 and the Rules and Regulations of the Delaware Department of Education as a Private Business and Trade School.



NOTICE TO STUDENT

THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

DO NOT SIGN THIS ENROLLMENT AGREEMENT BEFORE YOU READ IT. DO NOT SIGN THIS ENROLLMENT AGREEMENT IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE ENROLLMENT AGREEMENT YOU SIGN.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ ALL THE PAGES AND RECEIVED A COPY OF MY ENROLLMENT AGREEMENT. I UNDERSTAND THAT I WILL RECEIVE A COPY OF THIS FULLY SIGNED AGREEMENT. I UNDERSTAND THAT THE ENROLLMENT AGREEMENT IS LEGALLY BINDING 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.

Student Signature	Date
Signer Name	
Guardian Signature (If Applicant is a Minor)	Date
Academy Admissions Signature	Date
Signer Name	



Academy Location and Mailing Address

Delaware First State Beauty Academy
Park Professional Center
1320 Middleford Rd, Suites 202 & 203
Seaford, DE 19973
(302) 536-7335



NAIL TECHNICIAN KIT PURCHASE AGREEMENT

Student Name _____ Student I.D. # _____ Hand L / R (circle)

Address _____ Phone Number _____

Although the kits, books, and iPad are required for enrollment, they are not considered mandatory fees, as the school provides students with the option to purchase these items from external sources.

Textbooks and other supplies are subject to third-party industry pricing and may vary slightly.

DFSBA Purchase

1. _____ \$349.00 - Digital Kit
2. _____ \$215.00 - State Board Kit
3. _____ \$239.90 - Cosmetology Textbook/Prep
4. _____ \$742.58 - Technical Kit
5. _____ \$76.85 - Manicure Kit

1. **DIGITAL KIT (Optional)**
Apple iPad 10.9" 9th Gen 64GB \$349.00
Blue, Pink, Yellow, Silver

Total **\$349.00**

4. **TECHNICAL KIT**
Burmax Technical Kit
Item# XL100-PB \$742.48

Total **\$742.48**

2. **STATE BOARD KIT**
Delaware Cosmetology State Board \$215.00
Exam Kit: Model Number: 846265420

Total **\$215.00**

5. **MANICURE KIT**
Burmax Manicure Kit
Item#124-PB \$76.85

Nail Trainer Kit (Optional) \$97.60

Total **\$174.45**

3. **COSMETOLOGY TEXTBOOK**
Milady Textbook 14th Ed. \$184.95
ISBN: 9780357871492

Milady Exam Prep 14th Ed. (Optional) \$54.95
ISBN: 9780357379103

Total **\$239.90**

- Any used and/or opened items/equipment cannot be returned. Returnable items/equipment must be returned within 20 days of withdrawal, no exceptions.
- Additional costs may include but are not limited to: Class projects, class expenses, additional uniform cost, field trips (shows, educational trips, travel, etc.), state or national licensure exams.



Nail Technician

Burmax Manicure Kit
Item# 124-PB
\$76.85



Nail Trainer Kit
Item# E-NAILTRAINER
\$97.60



Cases & Totes

City Lights

Large Duratex Train Case
Identification tag

Lotion

Queen Helene

Cocoa Butter Hand & Body Lotion 32oz.

Nail Files & Buffers

DL Professional

4½" Wood Core Nail Files 120/240 Grit-8pk.
Sapphire Nail File
Nail Buffer

NAIL POLISH/REMOVER

FantaSea

Nail Polish Kit – 10pc.

Supernail

Non-Acetone Polish Remover-4oz.

NAIL PREP TOOLS

DL Professional

Orangewood Sticks (2x)
Chrome Cuticle Pusher
Manicure Brush
Classic Manicure Bowl-Ivory

Satin Edge

Stainless Steel Cuticle Nipper

STERILIZATION

Glass Sterilizing Jar – 4 oz.



Campus Safety and Security Policy

ACKNOWLEDGEMENT OF STUDENTS/STAFF:

I acknowledge that I have read and understand the policies and procedures outlined in this document titled: “**Campus Safety and Security Policy**.” I also acknowledge that I accept the conditions and responsibilities outlined herein this document.

____ Student
____ Employee
____ Guardian

Signature of Student/Employee/Guardian (If a Minor)

Date

Signature of Administration: _____ Date: _____



Drug-Free Academy and Workplace Policy

Acknowledgement of Receipt

By signing this document, the employee or student agrees to abide by the Drug-Free Workplace Policy and understands the sanctions associated with violating such policy.

Select One:

- ☐ Student
- ☐ Employee
- ☐ Guardian

Signature of Student/Employee/Guardian (If a Minor)

Date

Signature of Administration: _____ Date: _____



Privacy Policy Acknowledgment Form

It is the intent of Delaware First State Beauty Academy Inc, (DFSBA) to safeguard the privacy of our students' demographic, personal, and financial information. We are required by the Gramm-Leach-Bliley Act under the direction of the Federal Trade Commission, and by FERPA under the direction of the U.S. Department of Education to protect our Future Professionals' confidential information.

I acknowledge that I have been provided with a copy of the privacy policy of DFSBA, that the policy has been explained to me, and that I will abide by the policy.

____ Student
____ Employee
____ Guardian

Signature of Student/Employee/Guardian (If a Minor)

Date

Signature of Administration: _____ Date: _____



Policy Acknowledgement (Student Handbook)

I _____, hereby have had the opportunity to review and read the student policy handbook as dated, and I understand and agree to abide by the contents of this student catalog and handbook. I agree to abide by the Academy rules and policies for the duration of my tenure as a student of DFSBA.

____ Student
____ Employee
____ Guardian

Signature of Student/Employee/Guardian (If a Minor)

Date

Signature of Administration: _____ Date: _____



NOTICE TO STUDENT

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DO NOT SIGN THIS ENROLLMENT AGREEMENT IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE ENROLLMENT AGREEMENT YOU SIGN.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ ALL PAGES AND RECEIVED A COPY OF MY ENROLLMENT AGREEMENT. I UNDERSTAND THAT I WILL RECEIVE A COPY OF THIS FULLY SIGNED AGREEMENT. I UNDERSTAND THAT THE ENROLLMENT AGREEMENT IS LEGALLY BINDING 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 AND THE INFORMATION THAT I HAVE PROVIDED IN THIS AGREEMENT IS TRUE AND CORRECT.

Student Signature

Date _____

Signer's Name

Guardian's Signature (If Applicant is a minor)

Date _____

Academy Admission's Signature

Date _____

Academy Admission's Name (please print)

Delaware First State Beauty Academy Inc. (DFSBA) is independently Owned and Operated.