

REGINA BENTON SCHOOL OF COSMETOLOGY ENROLLMENT AGREEMENT

(the "Agreement") 225 W. Blackstock Road, Suite OP3, Spartanburg, SC 29301 864-203-0600

I, Click here to enter text., (the "Student"), hereby declare my intent to enroll in Regina Benton School of Cosmetology, (the "School") in the Program as defined below.

STUDENT PROFILE								
Student Type	New Student □		Transfer □			Re-Enrollee		
Name	Click here to enter text							
Address	Click he	re to enter text						
City	Click here to enter text		State	Choose	Zip	Click here to enter text		
US Citizen	Yes □	No □	Driver's	License #	Click here to	enter text		
SSN #	Click here to enter text		Phone # Click here to		Click here to	enter text		
Email	Click here to enter text			Birth Date		Click or tap to enter a date.		
PROGRAM DETAILS AND FEES								
Program Name		Cosmetology		Program Total Hours		1500 Hours		
Transfer/Re-Entry Hours		0.00 Prog		Program Hr	s. Contracted	1500.00		
Full/PT		Hrs per Week	30	Program Wo	eek	75 Weeks		
Contract Start	Click or tap to enter a date.			Contract En	d Date	Click or tap to enter a date.		
Program Start	Click or tap to enter a date		date.	Program End Date		Click or tap to enter a date.		
Application Fee ¹			Tuition Contracted Cost		\$Click here to enter text			
Student Lab			Student Kit Charge					
Re-Enrollment			Tax (SC 7% Sales Tax)		\$ 0.00			
TOTAL PROGRAM COST \$ 0.00								
STUDENT PAYMENT TERMS								
Amount Student Paid		\$0.00		Balance Remaining		\$ 0.00		
Number of Tier 1				Tier 1 Montl	nly Payment ²			
Number of Tier 2				Tier 2 Month	nly Payment ³	Click or tap here to enter text.		
Monthly Payment Date				N	/A	N/A		

Note: (1)Non-Refundable Application Fee, (2) Tier 1 Payments are payments at 0% interest while student is attending School, (3) Tier 2 Payments are payments at 6% interest for remaining balance after student graduates, withdraws, or is terminated.

Contract Costs and Payment Terms

Created: 19 Nov 2019

Student, and Co-signer/Sponsor (if applicable), agree to pay the school the tuition and fees outlined above according to the approved payment plan stated below.

- Regina Benton School of Cosmetology currently does not participate in any Federal Financial Aid (Title IV) programs. We are actively
 seeking accreditation from the National Accrediting Commission of Career Arts and Sciences (NACCAS) and are in their Candidate
 Status category. Once we attain accreditation, we will pursue Federal Financial Aid (Title IV) funding programs at that time.
- The school may, at its option and without notice, prevent student from attending class until any applicable unpaid balance or payments are satisfied.
- The School will charge additional tuition for any hours remaining after the Contract End Date at the rate of \$15.00 per clocked instructional hour, payable in advance weekly until graduation.
- The school may charge a \$25.00 transcript fee for any transcript requests initiated by the school for a transferring in student.
- The school will charge a non-refundable Application Fee of \$100.00 for any students enrolling or transferring to the school.
- The school will charge a Re-enrollment fee of \$100.00 for any student allowed to re-enroll following a student's withdrawal or termination. This fee may be waved as determined by the Director based on any extenuating circumstances.
- All Application fees, Re-enrollment fees, Student Kit charges, Student Lab fees must be paid in full prior to starting class.

School Rep Student

Revised: 18 Jun 2022

Regina Benton School of Cosmetology

- The tuition rates current at the time of re-enrollment will apply to the balance of training hours needed for students who re-enroll more than 30 days after the formal withdrawal or termination date, unless mitigating circumstances apply.
- A Non-Sufficient Funds (NSF) fee of \$35.00 will be charged for any check returned from a financial institution.
- Methods of payment accepted by the school are cash, check, money order, cashier's check, credit card or through non-federal agency or loan programs.
- Students are responsible for paying the total tuition and fees, as well as repaying applicable loans plus any required interest.
- There are no additional charges related to student tuition. The only possible additional charges a student could incur would be additional mannequins, student services charges for chemical services, replacement costs for damaged tools, etc.
- Our school payment plan consists of the student paying a minimum monthly payment while in school. This payment will be determined by agreement between the student and Director prior to enrollment. These payments will be at zero (0%) percent interest while the student is attending school (Tier 1). Upon graduation, withdrawal, or termination, the balance of the tuition will be paid in equal monthly payments at a six (6%) percent interest for 24 months (Tier 2). We employ TFC Financial to manage our payment plan.
- Transfer Students may have a differing Tier 2 term based on how many transfer hours are accepted by the school. This will be agreed upon prior to the signing of this Agreement.
- Under certain mitigating circumstances, the school may enter into a modified tuition payment agreement with the student. If this is undertaken, then a summary of the agreement must be included in the student's file.
- Regina Benton School of Cosmetology reserves the right to withhold submitting any and/or all documentation related to a student's
 program completion to SC State Board of Cosmetology until the student is current on their tuition financial obligations and the school
 has an established payment plan in place for any balances.

GENERAL TERMS OF AGREEMENT

Regina Benton School of Cosmetology Responsibilities:

- Offers a Cosmetology Program comprised of the required 1500 clock hours necessary to obtain cosmetology licensure in South Carolina
- Shall provide program of study taught in English that meets the minimum curriculum requirements as prescribed by the South Carolina Board of Cosmetology.
- May change kit contents, textbooks, dress code, and curriculum format, teaching materials or educational methods at its discretion.
- Will issue an Official Transcript of Hours a Students who withdraws prior to program completion when the student successfully
 completed all phases of study, required tests, practical assignments, passed a final written and practical examination, completed the
 program of study according to State requirements, completed all exit paperwork, attended an exit interview and paid all monies
 owed to the school, or made satisfactory arrangements for debts as approved by Regina Benton School of Cosmetology.
- A Student that withdraws or is terminated prior to program completion will be provided a transcript, upon request, for the number of program hours paid to the school. The number of earned hours will be determined by the percentage of tuition paid.
- May terminate a student's enrollment for the following; noncompliance with this contract, State Laws and Regulations, General Policies, School rules and regulations, improper conduct or any action which causes, or could cause bodily harm to a client, a student, or employee of the school, willful destruction of property, theft, drug/alcohol use, illegal acts, failure to maintain required Satisfactory Academic Progress, or any other actions detrimental to the school, staff, and students.
- Regina Benton School of Cosmetology assists with placement of graduate students, but makes no guarantee of employment in any
 manner. We work with local salons and teach certain aspects related to employment such as resume writing, interviewing skills,
 professionalism and business skills. Your placement after graduation is an important factor to us and we will work to assist as we can.
- The School reserves the right to change start dates based on class enrollment, staff availability, and other considerations.
- Regina Benton School of Cosmetology does not have a Leave of Absence process, therefore if a student misses over 14 consecutive
 calendar days they will be terminated. Based on the circumstances of the absence the student may be accepted for re-enrollment
 and must adhere to our Transfer and Re-enrollment Policy and be susceptible to a \$100.00 re-enrollment fee.

Student Responsibilities:

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- Agrees to pay applicable school 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 school's dress code at all times and project a professional image representative of the Cosmetology/Beauty Industry.
- Agrees to comply with the assigned schedule for the applicable program of student which may change at the discretion of the school.
- Agrees to attend Theory Classes as scheduled for the duration of the course of study regardless of whether all required tests have been taken and passed.
- Understands the minimum attendance and grade requirements must be maintained for Satisfactory Progress (70% Attendance and 80% Academic); failure to comply will result in termination according to our Satisfactory Academic Progress (SAP) Policy found in the Student Catalog.
- Understands that he/she is responsible for state licensing exam fees and other examination or licensing related expenses.

School Rep Student

REFUND POLICY – NOTICE OF CANCELLATION

Regina Benton School of Cosmetology endeavors to ethically and fairly administer student refunds to ensure appropriate monies are returned to students who withdraw or are terminated from the Cosmetology Program at our school, based on the state and federal regulatory agencies and in conjunction with NACCAS's Refund Policy requirements. We want to ensure that in the event a student withdraws or is terminated from the Cosmetology Program that a fair and equitable financial settlement will be utilized. The following will be followed:

- This refund policy shall apply to all withdrawals and terminations for any reason, by either party, including student decision, school decision, course or program cancellation, student non-payment (per agreement) or school closure.
- When calculating refunds, Regina Benton School of Cosmetology will use the policy mandated by the State and/or Federal Regulatory Agencies, or special programs for each student, as applicable.
- For all applicants who cancel enrollment, or student who withdraw from enrollment, a fair and equitable settlement will apply.
- · Applicants not accepted by Regina Benton School of Cosmetology shall be refunded all monies paid to the school except the application fee of \$100.00.
- If the student (or in the case of a student under legal age, his/her parent or guardian) cancels the enrollment in writing within three (3) business days of signing the enrollment agreement, all monies collected by Regina Benton School of Cosmetology will be refunded, with exception of the \$100.00 Application Fee and any opened kit or lab, regardless if the student has begun classes or not.
- If a student cancels his/her enrollment after three (3) business days of signing the contract, but prior to starting class, a refund of all monies paid to Regina Benton School of Cosmetology will be refunded, with exception of the \$100.00 Application Fee.
- A student is not required to provide written notification of their withdrawal, but will be terminated after 14 Calendar days of absence.
- The Official Cancellation/Withdrawal Date will be the earliest date of the following occurrences:
 - Postmark Date on written notification from the Student to Regina Benton School of Cosmetology
 - o Date said notification is delivered to Regina Benton School of Cosmetology in person.
 - The Date of Termination of the Student by Regina Benton School of Cosmetology.
 - o 14 Calendar Days after the last date of attendance by the student without notification.
 - An Applicant is not accepted by the school.
 - o A student or legal guardian cancels the contract within three (3) business days.
 - o A student cancels the enrollment after three (3) business days, but prior to starting class.
 - A student notifies Regina Benton School of Cosmetology of their Withdrawal.
- Unofficial Withdrawal for Clock Hour students is determined by Regina Benton School of Cosmetology through monitoring clock hour attendance at least every thirty (30) days.
- · Actual refunds are calculated based on the student's last verifiable date of attendance. Timeliness of refunds is determined using the student's withdrawal or termination date. The date of withdrawal determination for students shall be the earlier of the date the student notifies Regina Benton School of Cosmetology that the student will not be returning or they exceed their 14 consecutive calendar days of absence.
- Any money due the applicant or student will be refunded within forty five (45) days of the formal cancellation/withdrawal date of determination.
- For students who enroll and begin classes, but withdraw prior to course completion (after three (3) business days of signing the contract), the following schedule of tuition earned by Regina Benton School of Cosmetology applies:

REFUNDS ARE CALCULATED BASED ON SCHEDULED HOURS

Percent of Scheduled Time Enrolled to Total Course	Total Tuition School Shall Receive/Retain
0.01% to 4.9%	20%
5.0% to 9.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%
25% to 49.9%	70%
50% and Over	100%

- In the case of a disabling illness or injury, death of a student's immediate family, or other documented mitigating circumstance, a reasonable and fair refund settlement may apply.
- If permanently closed or no longer offering instruction after a student has enrolled and instruction has begun, Regina Benton School of Cosmetology will provide a pro-rata refund of tuition to the student or participate in a Teach-Out Agreement. A list of all students who were enrolled in Regina Benton School of Cosmetology at the time of Regina Benton School of Cosmetology's closure, including the amount of pro-rata refund, will be submitted to the accrediting agency (NACCAS), if applicable.
- If the course is cancelled subsequent to a student's enrollment, and before instruction has begun, Regina Benton School of Cosmetology, at its option, will either provide a full refund of all monies paid or completion of the course at a later time.
- If the course is cancelled by Regina Benton School of Cosmetology and it ceases to offer instruction after students have enrolled, and instruction has begun, the school shall at its option; provide a pro-rata refund for all students transferring to another school based on the hours accepted by the receiving school; or provide completion of the course and/or program, or participate in a Teach-Out Agreement; or provide a full refund of monies paid.
- Regina Benton School of Cosmetology does not currently participate in any Teach-Out Agreements with any other institutions.
- This refund policy applies to tuition and fees charged in the Enrollment Agreement and are identified in this Enrollment Agreement and the School's Student Catalog.

School Rep Student

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Regina Benton School of Cosmetology

- Other miscellaneous charges that a student may have incurred at Regina Benton School of Cosmetology (i.e. extra kit materials, books, products, unreturned school property, student services products, etc.) are not included in the tuition price, are non-refundable, and will be calculated separately at the time of withdrawal or termination settlement.
- If a student withdraws prior to course completion, a calculation for refunds will be completed and any applicable refunds by Regina Benton School of Cosmetology to the student shall be paid, as applicable.
- After all applicable refunds have been made, this refund policy will apply to determine the amount earned by Regina Benton School
 of Cosmetology, and owed by the student.
- If the student has received personal payments of aid (if applicable), he/she may be required to refund the aid to the applicable
 program.

WITHDRAWAL POLICY

- Students wishing to withdraw after enrollment from Regina Benton School of Cosmetology must notify the school. If a student does not notify the school, they will be withdrawn after fourteen (14) consecutive calendar days of absence. Upon a student's withdrawal, a refund calculation for any and all Title IV fund will be conducted in accordance with the Department of Education regulations, if applicable. Additionally, a withdrawal settlement calculation will be completed to determine what monies are owed to the school per the enrollment agreement terms. A student will receive notice of withdrawal or termination by email, as well as a copy sent to their mailing address on file.
- If a student withdraws prior to course completion, a calculation for any refunds will be completed and any applicable refunds by Regina Benton School of Cosmetology shall be paid as applicable.
- After all applicable refund are made, this refund policy will apply to determine the amount earned by Regina Benton School of Cosmetology and owed by the student.
- If a student has received personal payments of aid, they may be required to refund the aid to the applicable program.

MAXIMUM TIME FRAME

The maximum time frame is the Contract Enrollment Agreement End Date. This date is derived using a minimum attendance rate of 67%. For a program of 1500 clock hours, based on a minimum of 67%, the Enrollment Agreement End Date is 150% of the Program Hours, or 2240 clocked hours. These hours are used to determine the Enrollment Agreement End Date based on the student's weekly scheduled hours (40 or 30 hours). Any student that exceeds the Enrollment Agreement End Date will be terminated from the program. They may be considered for re-enrollment (per our Transfer and Re-enrollment Policy), but will be required to pay out of pocket for the remainder of the program hours or be terminated. The cost will be \$15.00 per clocked instructional hour, payable in advance weekly for the remainder of the hours required to graduate.

GRADUATION REQUIREMENTS

A student is considered graduated when they have satisfied the following requirements; completion of the required 1500 hours of instruction, completion of exams and course requirements, fulfilled practical operations required by Regina Benton School of Cosmetology and the SC Board of Cosmetology, pass all three (3) State Board Licensure Exams with 80% grade, complied with required policies, made arrangements to pay all tuition, fees, and overtime charges (if applicable) before graduation day, returned all Regina Benton School of Cosmetology property (if applicable). All outstanding fees owed from student services, extra supplies, etc. must be paid in full prior to graduation day and receiving your Regina Benton School of Cosmetology Diploma recognizing your successful completion of the Cosmetology Program.

BARRIERS TO EMPLOYMENT

Students need to be aware that employers are free to make their own judgements regarding employment. A student's prior history including criminal history, history of drug abuse, or poor job history are some factors an employer may consider.

DISPUTE RESOLUTION/CHOICE OF LAW

The Student and the School agree that any dispute arising out of or in connection with this Agreement, the school has all remedies provided by law and this contract. The Student and the School agree that this Agreement shall be governed by the procedural and substantive laws of the State of South Carolina. We may require you to immediately pay us, subject to any refund required by law and our school refund policy and your right to cure, if applicable, the remaining balance of the amount financed, accrued finance charges, and all other agreed fees. By choosing any one or more of these remedies, we do not give up our right to later use another remedy. We may also, to the extent permitted by law, deny or cancel a student's registration for additional classes, not issue student grades, withhold student's transcript, course completion certificates, and take other similar actions affecting student's status as a student of the school.

WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION ON DAMAGES

The parties to this Agreement agree that they will not be responsible to each other for consequential damages including, but not limited to, special damages, punitive damages and liquidated damages. Further, the parties agree to limit the liability they may have to each other to the total amount of money the Student has paid to the School over the course of his/her enrollment with the School.

COMPLAINTS

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Any complaints against Regina Benton School of Cosmetology may be filed with the South Carolina Department of Labor, Licensing, and Regulation, Office of Investigations and Enforcement: PO Box 11329, Columbia, SC 29211 Fax: 803-896-4656.

School Rep Student

Regina Benton School of Cosmetology

NOTICE TO THE STUDENT

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Do not sign this Agreement, which is a LEGAL BINDING CONTRACT, before you read it or if it contains any blank space. You are entitled to an exact copy of this Agreement.

This Agreement encompasses the entire agreement between the School and the Student. The Student and the School acknowledge that he/she has not relied upon, nor should he/she rely upon, any prior statements, agreements, or understandings, whether written or oral, except those set forth in this Agreement. Any addendums or amendments to this Agreement must be in writing and signed by both the Student and the School. The Student acknowledges that he/she has read this Agreement in its entirety and received a copy of this Agreement with all blank spaces completed to his/her satisfaction and has received a copy of the catalog and handbook, which includes the disclosures of the past years enrollments, completions, and placement rates of the School.

Enrolling Student		
Printed Name	Signature	Date
Parent or Guardian Guarantor	Co-signer or Sponsor)	
(Required for all Students under I agree to pay all monies owed t Agreement.		to meet any payment obligations under this
Printed Name	Date	
Signature	Phone	
Address		
City	State	Zip
School Representative		
Printed Name	Signature	 Date

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