

Student Signature

(Parent or Guardian if Applicant is under 18 years old)

DATE

## PLAN 1 ENROLLMENT AGREEMENT

**ENROLLMENT AGREEMENT** Administration Offices 4950 W. Kennedy Blvd., Suite 200, Tampa, FL 33609 DATE (800) 330-8361 MODELING FOR NAME PROGRAM TITLE PERSONAL DEVELOPMENT ADDRESS\_ CLOCK HOURS\_ 48 LENGTH CITY, STATE, ZIP\_ BEGINNING DATE TELEPHONE (\_\_\_ 1. TOTAL PROGRAM PRICE \$ 1995.00 \_\_ BIRTH DATE\_ AGE 2. DOWN PAYMENT 1995.00\_ 3. BALANCE DUE -0-WHAT GRADE ARE YOU IN? HAVE YOU COMPLETED OR GRADUATED FROM HIGH SCHOOL? YES ANNUAL **FINANCE CHARGE** AMOUNT FINANCED **TOTAL OF PAYMENTS** TOTAL SALE PRICE The amount you will have PERCENTAGE RATE The dollar amount the The total cost of your purchase The amount of credit on credit including your down payment of \$1995.00 The cost of your credit credit will cost you provided to you on paid after you have made all payments scheduled as a yearly rate your behalf -\$0-\$<u>0</u> \$1995.00 \$<u>1995.00</u> YOUR PAYMENT SCHEDULE OF BALANCE DUE WILL BE AS FOLLOWS: NUMBER AND AMOUNT OF PAYMENTS: 0 0 payments of each. DATE OF PAYMENTS: If you are using the automatic credit or check card withdrawal, payments will be debited according to the payment schedule provided to you. If you are on the budget plan, payments must arrive in Tampa by the required date on the schedule provided for you. I hereby make application for the Barbizon Modeling for Personal Development Program. I understand this program is intended only for students attending primary or secondary schools. It is not open to post-secondary students. Upon acceptance of this application by the Barbizon Model Center (The Center), this enrollment will constitute a valid and binding contract. The Center reserves the right to change the starting date and/or the time and/or the venue in which the seminars/workshops will take place because of difficulties beyond its control. I understand that upon successful completion of the program and having paid all program costs, including sales tax if applicable, a certificate of completion will be awarded to me. SUPPLIES: A non-refundable fee of \$50 for all supplies is included in the Total Program Price. REFUND POLICY: Should the enrollee be terminated or cancel for any reason, all refunds will be made according to the following schedule: 1. Cancellation must be by certified mail to the above address. 2. All monies will be refunded if the applicant is not accepted by The Center or if the applicant cancels within three (3) business days after signing the Enrollment Agreement but before starting class. 3. After attendance has begun, The Center will retain the \$50 non-refundable supply fee, \$100 non-refundable registration fee plus the percent of program costs as follows: Percentage of Program Scheduled (#6) Program Percent Retained by The Center Less than 10% 10% of Total Program Price 10% up to but not including 20% 20% of Total Program Price 20% up to but not including 30% 30% of Total Program Price 30% up to but not including 40% 40% up to but not including 50% 40% of Total Program Price 50% of Total Program Price 50% up to but not including 60% 60% of Total Program Price 60% or more No refund 4. Refunds will be made within 30 days of termination or receipt of Cancellation Notice. 5. An enrollee can be dismissed, at the discretion of the director, for insufficient progress, non-payment of program cost, or failure to comply with rules and regulations. 6. Students are considered enrolled regardless of attendance unless written notice of termination is mailed to the school with return receipt requested. An enrolled student will be provided a seat in all scheduled classes as well as supplies and make-up appropriate to the classes. ALL PRICES FOR PROGRAMS ARE AS PRINTED HEREIN. THERE ARE NO CARRYING CHARGES OR SERVICE CHARGES CONNECTED WITH ANY OF THESE PROGRAMS. CONTRACTS ARE NOT SOLD TO A THIRD PARTY AT ANY TIME. ATTENTION CHECK PROVIDER: If you provide a check, BARBIZON may convert your payments by check to an electronic automated clearinghouse (ACH) debit transaction. The debit transaction will appear on your bank statement, although your check will not be presented to your financial institution or returned to you. This ACH debit transaction will not enroll you in BARBIZON'S automatic debit process and will only occur each time a check is received. If your check or credit card is dishonored, returned or invalid for any reason, we will electronically ACH debit the funds for the amount of the face value of the check, debit or credit card, plus a \$25.00 processing fee if the face value of the check or credit card does not exceed \$50.00; or \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00; or 5% of the face value of the check or credit card, whichever is greater. Please be aware that all checking or credit card transactions will remain secure and payment by check or credit card constitutes acceptance of these terms. BARBIZON will not be responsible for any NSF charges you may incur for NON-BARBIZON payments. All disputes, controversies or claims arising out of or related to this Enrollment Agreement, the validity of this Enrollment Agreement, and the scope or validity of this agreement to arbitrate shall be submitted for arbitration to be administered by the American Arbitration Association ("AAA") on demand of either party. The arbitration proceeding shall be conducted in the city in which the Center is located before one (1) arbitrator. The obligation to arbitrate shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement. The parties agree that this agreement to arbitrate is intended to be broadly interpreted and shall encompass, but not be limited to, claims based on contract, tort, statute, fraud, misrepresentation or any other legal theory, as well as claims that arose before the execution of the Agreement, including claims relating to advertising or promotional materials. Any arbitration under this Agreement will take place on an individual basis, and the parties agree that class arbitrations and class actions are not permitted. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. NOTICE TO BUYER: You may cancel this transaction at any time until midnight of the third business day after the date of the transaction but before attendance has begun. Cancellation must be made by certified mail sent to the above address. DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. I have read and received a completed copy of this agreement and understand it. I understand that this program is not designed to qualify participants and graduates for gainful employment. It is intended for the avocation, personal development, enrichment and enjoyment of its participants. This Enrollment Agreement consists of this page and constitutes the entire agreement between the signed parties.

DIRECTOR

TITLE\_

DATE