

STUDENT ENROLLMENT CONTRACT

THE INSTITUTE OF BEAUTY AND WELLNESS

327 E. St. Paul Ave
Milwaukee, WI 53202
414.227.2889

STUDENT INFORMATION

First Name: _____

Last Name: _____

Address: _____

Social Security Number: _____ **XXX-XX-** _____

Course of Instruction: _____ Total Program Clock Hours _____

Starting Date _____ Calculated Completion Date: _____ **(estimated)**

Course Schedule (Check)

FULL TIME

- Tuesday– Friday 8:30 am – 4:00 pm & Saturday 9:00 am – 4:00 pm, 34.5 actual class hours per week, approximately __ weeks

PART TIME

- Monday-Wednesday 8:30 am – 4:00 pm, 21 actual class hours per week, approximately __ weeks
- Monday-Wednesday 10:00 am – 9:00 pm, 30 actual class hours per week, approximately __ weeks
- Monday-Thursday 8:30 am - 4:00 pm, 26 actual class hours per week, approximately __ weeks
- Monday-Thursday 4:30 pm – 9:30 pm, 20 actual class hours per week, approximately __ weeks
- Thursday-Friday 8:30 am - 4:00 pm, Saturday 9:00 am - 4:00 pm, 20.50 actual class hours per week, approximately __ weeks
- Friday 5:00 pm – 9:00 pm; Saturday & Sunday 9:00 am – 5:00 pm, 19 actual class hours per week (*Third weekend of every month*) 9 months
- Monday 9:00 – 5:00 pm, 7.5 actual class hours per week, approximately __ weeks

EDUCATIONAL REQUIREMENTS FOR STATE LICENSE

The state of Wisconsin requires that hours of instruction be completed in a State regulated school for _____.

Initials: _____

The Institute of Beauty and Wellness will furnish to the student, in a state-regulated facility, the training normally required for taking the State of Wisconsin Licensing Examination. The course, as further described in the course catalog, is designed for this purpose. The course catalog has been provided to the student prior to entering into this contract.

POLICIES AND PROCEDURES

Satisfactory Academic Progress Policy

Satisfactory progress in academic work and attendance is a requirement for all students during all terms for which they are enrolled at the Institute of Beauty and Wellness, including summer, whether or not, the student receives Title IV Funds (Federal Financial Aid) during those terms.

This policy is intended to comply with all applicable rules and regulations established by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and the United States Department of Education.

The school's satisfactory academic progress policy is provided to applicants prior to enrollment in the course catalog as well as enrollment contract.

Academic

Students must meet a minimum of **80% in their academic grades**

When enrolling in our programs, a student accepts the responsibility to perform at the prescribed standards and achieve results in order to graduate. The objective is to recognize, in an equitable and uniform manner, the performance of individual students. Attendance, level of cooperation, attitude and professionalism, as well as, completing the necessary homework, projects and tests, is an absolute necessity.

Academic progress is measured by the following:

Chapter Tests	25%
Student Projects	25%
Mock State Board Practical & Written Exam	25%
<u>Technical Evaluations</u>	<u>25%</u>
	100%

If a student is not in attendance or misses an examination not including the mock written or practical, the student will be required to take the exam upon the first day returning back to school at the beginning of class.

Grading Scale

96-100	Honor Roll
90-95	Very Good
85-89	Good
80 -84	Satisfactory
79-Below	Unsatisfactory

Attendance

Students must maintain a minimum of **90% attendance record**.

The maximum time a student has to complete is 111% of the course length.

Initials: _____

Maximum time frames to complete the individual courses are as follows:

Cosmetology Full-Time 52 weeks 1776 scheduled hours
Cosmetology 3-Day 60 weeks 1776 scheduled hours
Barbering 3-Day 54 weeks 1110 scheduled hours
Barbering Evening 56 weeks 1110 hours
Esthiology Full-Time 20 weeks 666 scheduled hours
Esthiology Evening 33 weeks 666 scheduled hours
Massage Therapy Full-Time 24 weeks 833 scheduled hours
Massage Therapy Evening 43 weeks 833 scheduled hours
Massage Therapy 3-Day 40 weeks 833 scheduled hours
Manicuring Full-Time 10 weeks 333 scheduled hours
Manicuring Evening 17 weeks 333 scheduled hours
Manicuring Part-Time Day 13 weeks 333 scheduled hours
Ayurveda Esthetic 43 weeks 1110 scheduled hours
Instructor Program 22 weeks 166 scheduled hours

Students who have not completed the course within the maximum timeframe may continue as a student at the institution on a cash pay basis or be terminated at the discretion of the Administrative Team.

Determination of Progress

To determine Satisfactory Progress, all Cosmetology students are evaluated at 450, 900, 1250, and 1600 completed (actual) hours. Esthiology students are evaluated at 300 and 600 completed (actual) hours. Massage Therapy students are evaluated at 375 and 750 completed (actual) hours. Manicuring students are evaluated at 150 and 300 completed (actual) hours. Ayurveda Esthetic students are evaluated at 450, 900, and 1000 completed (actual) hours. Barbering students are evaluated at 450, 900 and 1000 completed (actual) hours. Instructor students are evaluated at 75 and 150 completed (actual) hours. Students who do not achieve Satisfactory Progress may no longer be eligible for Title IV, HEA program funds, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that has resulted in the status of probation. Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory academic progress until the next scheduled evaluation. Students have access to a hard-copy of their Satisfactory Progress Determination at the time of each of the evaluations.

Progress Evaluation

The school periodically monitors student progress with our Satisfactory Academic Progress Policy.

Warning and Probation Status

Students who do not achieve satisfactory academic progress are placed on warning status until the next scheduled evaluation and must meet with their Department's Team Leader and/or the Administrative Director of the school. At this meeting, the student and Administrative Team will devise a study plan, set academic goals, discuss extra credit, and decide on any other course of action that needs to be taken. The student is still eligible for Title IV Aid while on warning. The school's financial aid administrator will notify a student on warning how their status impacts their eligibility for Federal Financial Aid. If at the end of the warning, the student has achieved the school's academic work and attendance requirements, and then the student has re-established that he/she meets the school's satisfactory academic progress and is taken off warning.

Initials: _____

If at the end of the warning, the student has not demonstrated satisfactory academic progress, then the school may allow for the status of probation for a student if: the student prevails upon appeal of a negative progress determination prior to being placed on probation; and the school determines that satisfactory academic progress can be met by the end of the subsequent evaluation period; or the school develops an academic plan for the student that, if followed, will ensure that the student is able to meet the school's satisfactory academic progress requirements by a specific point within the maximum timeframe established for the individual student.

If at the end of the probation, the student has achieved the school's academic work and attendance requirements, then the student has re-established that he/she meets the school's satisfactory academic progress and is taken off probation. If at the end of the probation, the student has not demonstrated satisfactory academic progress, then the student may be terminated from the school at the discretion of the Administrative Team. Future enrollment consideration will be individually reviewed.

Appeal of Warning and Probation

Students may appeal a failed satisfactory academic progress determination by filing a written appeal to the Administrative Director. Students must provide documentation regarding why he/she failed to make satisfactory academic progress. Valid reasons for submitting an appeal include, but are not limited to: illness or injuries, children's illness or injuries, death of a relative or friend, family emergencies, pregnancies, maternity/paternity leave, disabilities, or legal matters. Students must also explain what has changed in his/her situation that will allow the achievement of satisfactory academic progress at the next evaluation. The appeal of a failed satisfactory academic progress determination is reviewed by the Administrative Director. If the appeal is approved, the student will have prevailed upon appeal resulting in a status of probation. The results of the appeal are documented in the student's file.

Withdrawals – Passing/Failing

If a student withdraws from a course and was passing, it would be included in their academic grades, and if he/she was also achieving the minimum attendance requirement, the student would be considered to have been making satisfactory academic progress at the time of their last evaluation. The clock hours for the course are counted as both attempted and achieved. Students who withdraw from a course and were failing would have it impact their GPA. The clock hours are counted as both attempted and achieved.

Withdrawals – Reentry

If a student withdraws and later re-enters school, he/she will re-enter in the same progress status as at the time of withdrawal.

Transfer Students

Transfer hours from another school that are accepted toward a student's program are counted as both attempted and completed hours for the purpose of determining when the allowable maximum time-frame has been exhausted. Satisfactory Academic Progress evaluations are based on actual contracted hours at the Institute of Beauty and Wellness.

Course Incompletes, Repetition, & Remedial Courses

Course incompletes or repetitions have no effect on the satisfactory academic progress policy. This school does not offer remedial courses.

Changes in Course of Study

If a student enrolls in a second course, their satisfactory academic progress is reviewed only for the course that the student is currently enrolled for. Academic grades and attendance records from a prior course will not be included in the current satisfactory academic progress determination. If a student is concurrently enrolled in two courses, their satisfactory academic progress will be reviewed for each course independently.

Initials: _____

Leave of Absence

A leave of absence is a temporary interruption in a student's program of study. It is offered to students when situations are encountered that require an extended amount of time to be missed from school for a medical condition in which a physician requires the student to be out of school. A leave of absence must be a minimum of 30 calendar days. In order to return from a medical leave, we will need a doctor's written notice of readiness to return back to school and any limitations that might be required. For any other concerns, if a student feels they need to take a leave of absence, the authorization of the leave will be based upon administrative discretion.

To apply for a leave of absence, a student's request must be submitted in writing on an Institute Leave of Absence form, must be signed, and must be dated. The student must include the reason for the leave of absence. There must be a reasonable expectation that the student will return from the leave of absence. The school may grant a leave of absence to a student who did not provide the request prior to the leave of absence due to unforeseen circumstances. A student granted a Leave of Absence is not considered to have withdrawn, and no refund calculation is required at that time. The Leave of Absence together with any additional leaves of absence must not exceed a total of 180 days (calendar days) in any-12 month period. When calculating the maximum time-frame for a student's approved LOA, the school must ensure that it accounts for all periods of nonattendance (including weekends and scheduled breaks). Thus, since an approved LOA may not be more than 180 days, a school might have to reduce the length of a student's LOA if the 180th day is scheduled to fall on a day the school will be closed. The leave of absence extends the student's contract period and maximum time frame by the same number of days taken in the leave of absence. The student returning from a leave of absence will return to school under the same progress status as when they left. The institution may not assess the student any additional instructional charges as a result of the leave of absence. If a student's leave of absence extends beyond the maximum time frame (the date of return) for a leave of absence, the student will be considered a withdrawal. The withdrawal date for the purpose of calculating a refund is always the student's last day of attendance.

Enrollment Dates: All students are expected to be in attendance from the starting date to the ending date as specified in the student contract.

The start and completion of class dates are set for perfect attendance. Beyond that, it is the student's responsibility to begin to make up hours at the midpoint of their program. Make up hours will reflect the student's course schedule, Monday-Wednesday or Tuesday through Saturday with the exception of Thursday evenings until the full requirement of clock hours is concluded.

Make-up Hours

The Institute of Beauty and Wellness wants students to be successful after graduation. A student will be allowed to make-up hours missed during school time, to avoid overtime charges. If a student fails to show up for a scheduled makeup day, further disciplinary action will be taken. Any student who continually misses their regularly scheduled class or clinic days may temporarily lose the opportunity to make-up hours, per the discretion of Administration.

Procedures: A team leader must sign a make-up hour form approving all make-up hours, so that the student may be opened in Millennium. All approved make-up hour forms must be placed in the students' file. A student failing to show up at school for makeup hours, therefore missing appointments, will be subject to disciplinary action as follows:

- 1st offense, the student will not be eligible for make-up hours for 7 days
- 2nd offense, the student will not be eligible for make-up hours for 14 days
- 3rd offense, the student will not be eligible for make-up hours for 30 days

Initials: _____

*Please note: Certain scheduled events in your program may not coincide with your program schedule thus requiring you to adjust your schedule outside of The Institute of Beauty and Wellness. These specific events

include but are not limited to: Guest Educators and CPR Training. You will be notified in advance of these events and it is required that you make the necessary adjustments so that you can attend and participate.

All missed hours need to be made up to satisfy the state required licensing hours for that program. There may be a lapse of time between the class graduation date and the time in which a student may make up missed hours.

Vacations

It is understood, when accepted into the educational course(s), a student will not be allowed to take leaves of absence for vacations or other reasons during his or her scheduled training, with the exception of unexpected medical problems.

Tardiness

Students are expected to arrive on time. Any student arriving late must discuss the tardiness with the instructor and make up any missed time.

Dress Codes and Appearance

1. All students must maintain a professional appearance.
2. Solid black top or Aveda t-shirt with solid black dress pants or skirt are to be worn. Shoes are to be black. Socks should be neutral.
3. Name tags must be worn and be visible at all times while on school premises.
4. Observe personal hygiene and grooming. All women are to wear color-cosmetics and all men are to be well groomed. Only Aveda Aromas are to be worn.
5. Esthology, Ayurveda Esthetics, and Massage Therapy students:
 - On the Practical Floor, hair should be worn off the face.
 - Necklaces, bracelets, rings, and large earrings are not allowed on the practical floor. Wedding bands, however, may be worn.
 - Nails must be clipped back to the skin line. Color nail polish is not permitted; clear polish may be worn, if desired.

Standards

1. Abstain from the use of alcohol and controlled substances prior to, and during school hours. (This includes lunchtime and off-site events).
2. Respect the rights of all others and remain courteous in the classroom and on the clinic floor. (This includes refraining from the use of offensive, discriminatory or derogatory language.)
3. Consume food and beverages in assigned areas only.
4. Smoking is prohibited in the building.
5. Gum and candy are not allowed in class or during clinic activities.
6. Never refuse an assigned service. If this occurs, the student will be excused for the day and receive credit only for the hours in attendance.
7. Be responsible for the security and maintenance of your work station.
8. Theft will not be tolerated and may result in immediate termination from The Institute of Beauty and Wellness.
9. Be responsible for daily cleaning/sanitation duties, which may include laundry and other.

Violation of any of these policies and standards may lead to counseling, letter(s) of warning and termination of enrollment.

Initials: _____

To resume the course of instruction after suspension or dismissal for unsatisfactory progress, attendance or conduct, the student must interview with their instructor or school director. Each case will be handled individually. In some cases resuming instruction may necessitate waiting for the next available course of instruction.

TUITION, PAYMENT, AND REFUND POLICIES

Kit price(opt out of iPad) including applicable tax	\$	784.26
Tuition:	\$	2445.00
Total:	\$	3,229.26

Students must have a separate, signed payment plan. A down payment of tuition is due one week prior to the start of classes. The remaining balance is due according to the payment plan selected by the student at the time of enrollment. Forms of payment include: Cash, check, credit/debit card (with 3% fee), cashier's check, Federal Financial Aid.

Payment Policy

- All tuition must be received in full no less than three weeks prior to graduation.
- The student understands that he/she may be required to incur additional costs for miscellaneous supplies and /or events, other than those shown above, not to exceed \$100.00. The student's obligation to pay these sums at these times is without regard to student qualification for financial aid from any other source.
- Late Payment: If a student fails to make any payment within one (1) week after it is due, then, a) the total tuition may become automatically due and payable, and b) the school may suspend the student's attendance and/or diploma until the balance is paid in full.

Refund Policy

The refund policy is as follows:

If a student's application is rejected by the school or if he/she cancels enrollment within three business days of executing the enrollment contract, all money collected by the school shall be refunded whether or not the student has begun the course of instruction.

If a student was accepted for enrollment but was unqualified for entrance, all money collected by the school shall be refunded.

If a student cancels his/her enrollment after three business days from the execution date of the contract but before the student begins the course of instruction, he/she is entitled to a refund of all money paid to the school.

If a course is cancelled prior to a students' enrollment, the school provides a full refund of all money paid.

If, for any reason, a student withdraws or is dismissed by the school, prior to the commencement of classes, the charge may not exceed 15% of the total cost of the course of instruction or \$100, whichever is less.

If, for any reason, a student withdraws or is dismissed by the school, after the commencement of classes, the school's refund policy may not permit any charge to the student which exceeds \$150 plus the amount shown on the "Partial Refund Chart." In no case may the charge to the student exceed the total cost of the course of instruction.

Initials: _____

If the school is permanently closed and no longer is offering instruction after a student has enrolled, the student is entitled to a pro-rata refund of tuition.

If either party cancels the contract after the student begins class and after three business days of executing the enrollment contract, the school will keep the tuition amount according to the calculation below:

PARTIAL REFUND CHART

Percentage of Enrollment Time		Maximum Percentage of Total Cost of Course of Instruction May Be Charged
Greater Than	Less Than or Equal to	
0%	5%	20%
5%	10%	30%
10%	15%	40%
15%	25%	45%
25%	50%	70%
50%	100%	100%

The Institute of Beauty and Wellness follows the State of Wisconsin’s Administrative Code Refund Standards (SPS 62.07) as its refund policy.

*NOTE: “PERCENTAGE OF ENROLLMENT TIME,” means the number of class days elapsed from the start of the student’s attendance until the student’s last date of attendance divided by the total number of class days required to complete the course of instruction. Consequently, our refund policy is calculated based upon scheduled class days rather than actual class days.

The school shall reimburse the cost of the unused equipment or supplies that a student was required to purchase as a condition of enrollment or continued participation in the course of instruction to a student who, for any reasons, withdraws or is dismissed by the school and who, within 15 days of the withdrawal or dismissal, tenders for reimbursement the equipment and supplies in their original condition.

The school shall acknowledge in writing any valid notice of cancellation within ten business days after the receipt of such notice. Any monies due the applicant or student shall be refunded within 30 days of the school dismissing the student or enrollee, or receives notice of withdrawal (the official withdrawal date is determined by the postmark date on the written notification, or the date said notice is delivered to a school director in person), or the date the school discovers that the student has unofficially withdrawn (determined an “unofficial” withdrawal by monitoring clock hour attendance at least every thirty (30) days. The withdrawal determination date would revert back to 14 calendar days after the student’s last date of attendance), or of the school closing.

All miscellaneous costs which have not yet become due will be void. In the case of a leave of absence, the school shall return any monies due the student or applicant within thirty days of the earlier of the last day of the student’s leave of absence if the student fails to return or the date the student notifies the institution that the student will not be returning. The school may elect a more generous settlement policy to accommodate mitigating circumstances.

Initials: _____

Extra Instructional Charges

Policy: It is the policy of the Institute of Beauty and Wellness to allow students below 100% attendance, to avoid overtime charges, to make-up any lost hours once they have completed 50% of their program. If a student does not complete the required number of clock hours for a program prior to their estimated contracted graduation date, then the student must pay a fee (as specified in the enrollment contract) for each clock hour of instruction after his/her estimated graduation date. Current fee is: \$10/hour.

Procedure: At the midpoint of each program, students will be allowed to make up their missed hours. Make up hours need to be requested and approved two weeks in advance of the date the student is requesting to make up hours. Due to the amount of educators on the clinic floor, the amount of students allowed to makeup hours each day, may be limited. If required clock hours are not met by the estimated graduation date, a student will not be allowed to clock any hours until they have paid the fee in full. A student will not be allowed to complete the course without full payment of fees. Arrangements may be made with the Finance Department to accommodate payment plans.

Notice of Cancellation

The student’s enrollment can be terminated only by written notice of cancellation from one party to the other. Said notice shall be hand delivered, emailed or mailed, postage prepaid, either registered or certified, return receipt requested, to the other party at the address listed on the Student’s Enrollment Contract. In case of cancellation, the previously stated “Refund Policies” will determine the amount of refund to the student.

If the principal language of the enrollee is other than English, The Institute will give the enrollee written notice of the right to cancel in English and the principal language of the enrollee. We shall deliver two copies of the notice of a right to cancel after the enrollee has signed the enrollment contract, but not before.

Breach of Contract

For any violation of this contract, school policies, standards and/or attendance, as stated in the course catalog and student handbook, the Administrative Staff of The Institute of Beauty and Wellness may cancel this contract.

Students would receive a **Notice of Cancellation** from the school. This contract and the student’s enrollment can be terminated only by written notice of cancellation from one party to another party. A cancellation notice will be hand delivered or mailed by either registered or certified mail to the address listed on this contract.

**ENROLLEE’S RIGHT TO CANCEL
(under sec. 421.301 (6) Stats.)**

You may cancel this agreement by mailing or delivering a notice to: The Institute of Beauty and Wellness at 327 E. St. Paul Ave., Milwaukee, WI 53202 before midnight of the third business day after you signed this agreement. “Business Day” means any calendar day except Saturday or Sunday, and except the following business holidays: New Year’s Day, Martin Luther King Jr.’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving and Christmas. If you wish, you may use this page as that written notice by writing, “I hereby cancel” and adding your name and address. A duplicate of this page is provided to you by the school for your records.

Initials: _____

SURETY BOND

The Institute of Beauty and Wellness, under State of Wisconsin Regulation, is required to carry a Surety Bond in accordance with RL 61.06. This bond is required to protect a student or their parents/guardians or their sponsors from economic loss. The bond provides indemnification, within the limits of the bond, to any student or enrollee. For further information or to file a claim, contact Capitol Indemnity Corporation, Madison, Wisconsin. The contact address for the company issuing the bond is:

Western Surety Company
PO Box 5077
Sioux, SD 57117
www.cnasurety.com

Placement

The Institute of Beauty and Wellness is an institution of learning and does not guarantee job placement. The school does, however, maintain close lines of communication with many salons, spas, and medical facilities and may offer valuable employment assistance to students via online job opportunity board and quarterly career fairs.

Graduation Requirements

To receive a diploma from The Institute of Beauty and Wellness, a student must:

1. Complete the required amount of hours of their program.
2. Complete all projects.
3. Meet the satisfactory progress requirement of 80% or above for GPA and 90% or above for attendance.
4. Student must pass their final theory and practical exam with an 80% or above.
5. Pay all tuition (excludes balance from extra instructional charges) obligations.
6. Complete exit interview.

For Massage Therapy students:

7. Take and pass the FSMTB National Licensing Examination and State Law Examination

Note: MESSAGE STUDENTS ARE REQUIRED TO TAKE THE FSMTB NATIONAL CERTIFICATION EXAM AND STATE OF WISCONSIN LICENSURE EXAM BEFORE GRADUATION IN ACCORDANCE WITH THE WISCONSIN STATE LAW STARTING JANUARY 1, 2012.

The FSMTB National Licensing Exam will be applied for once a student has accrued 500 hours of training. It is the student's responsibility to make arrangements for a test date within an appropriate time frame (2-3 weeks after the FSMTB Application). Failure to secure a test date may result in the administration requesting the student take a leave of absence until this requirement is fulfilled.

PLEASE BE ADVISED THAT OTHER STATES MAY REQUIRE ADDITIONAL HOURS OF INSTRUCTION FOR LICENSING ELIGIBILITY. CHECK WITH ADMISSIONS FOR THE APPROPRIATE INFORMATION.

Initials: _____

Licensing requirements

To receive a license in the state of Wisconsin, a cosmetology, barbering, esthiology, manicuring, or massage therapy student is required to:

1. Complete the hours in the course of instruction.
2. Successfully complete the skill certification examination.
3. Successfully complete the written theory and state law examination conducted by D.L. Roope Administrators Inc. for cosmetology, barbering, esthiology, and manicuring and by the State of Wisconsin and FSMTB for massage therapy, at off-campus locations.

A fee is required to apply for the State of Wisconsin written and practical exams. The testing agency accepts payment by money order, cashier’s check, or credit card (\$10 processing fee). The fee schedule is indicated below.

Cosmetology, Barbering, Ayurveda Esthetics, Esthiology and Manicuring Licensing Requirements: (Exam included in tuition)

Temporary License Fee:	\$10.00
Practical Exam Fee:	\$230.00
Theory Exam:	\$136.50
Total:	\$366.50

Instructor License Requirements:

- Esthetician Instructor Exam \$248
- Cosmetologist Instructor Exam \$248
- Manicurist Instructor Exam \$248

Massage Therapy Licensing Requirements: (Exam included in tuition)

Massage Therapist

The Massage & Bodywork Licensing Examination (MBLEx) State License Exam	\$195.00
State laws take home exam	\$75.00
Wisconsin registration – Credential Fee	\$75.00
Temporary License (if applicable)	\$10.00
Conviction or Pending Charges Form 2252 (if applicable)	\$8.00
Have proof of malpractice liability insurance coverage not less than \$1,000,000.00.	
AMTA student membership:	\$45.00
(\$199 for professional: Required out of pocket cost upon graduation)	

A temporary license is available for an additional \$10.00. This enables the student after they graduate to work in their profession for six months. A temporary permit cannot be renewed or extended and shall not be issued until the applicant has been approved to take the exam. License fees are not included in student tuition; they are paid by the student directly to D.L. Roope Administrations Inc.

Initials: _____



**THE INSTITUTE OF
BEAUTY AND WELLNESS**

327 E. St. Paul Ave., Milwaukee, WI 53202

Arbitration Agreement and Waiver of Jury Trial

I, _____, agree as follows:

1. Any dispute or claim I may bring against The Institute, Inc., d/b/a the Institute of Beauty and Wellness, or any of its parents, subsidiaries, officers, directors, or employees without limitation (collectively "Institute of Beauty and Wellness"), or which The Institute of Beauty and Wellness may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, conducted by the American Arbitration Association (the "AAA"), under its Consumer Arbitration Rules ("Consumer Rules"), and decided by a single arbitrator ("Arbitrator"). The arbitration hearing will be conducted in Milwaukee, WI.

Initials: _____

2. Both The Institute of Beauty and Wellness 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 and enforced in any Court having jurisdiction.

Initials: _____

3. Neither The Institute of Beauty and Wellness nor I shall file any lawsuit against the other in any Court and agree that any suit filed in violation of this provision shall be promptly dismissed in favor of arbitration. Both The Institute of Beauty and Wellness and I agree that the party enforcing arbitration shall be awarded costs and fees of compelling arbitration.

Initials: _____

4. The costs of the arbitration filing fee, Arbitrator's compensation, and facilities fees that exceed the applicable court filing fee will be paid by The Institute of Beauty and Wellness.

Initials: _____

5. I agree that any dispute or claim I may bring shall be brought only by way of the binding arbitration proceeding described above, which arbitration shall be brought and maintained solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. As part of this agreement to arbitrate all disputes and claims, I hereby waive the right to file, maintain or seek any relief by way of a purported class action, representative proceeding, mass action or consolidated action.

Initials: _____

6. Any remedy that otherwise would be available from a court under the law or in equity, including but not limited the right to seek an injunction, shall be available in the arbitration.

Initials: _____

7. I may, but need not, be represented by an attorney at arbitration.

Initials: _____

8. Except as specifically required by the laws of the State of Wisconsin, 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: _____

9. I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org or 1-800-778-7879. I shall disclose this document to the AAA if I file arbitration.

Initials: _____

10. If any paragraph, sub-paragraph, provision, or clause herein is held invalid, said paragraph, sub-paragraph, provision, or clause shall not affect any other paragraph, sub-paragraph, provision, or clause that can have effect without the invalidated paragraph, sub-paragraph, provision, or clause, and thus is severable one from the other.

Initials: _____

11. 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

Dated: _____

Dated: _____

Parent Signature of a dependent minor

The Institute, Inc. d/b/a The Institute of
Beauty and Wellness

By: _____
School Official Signature

Dated: _____

YOGA PARTICIPATION AGREEMENT

The Institute of Beauty Wellness

I, _____, understand that
(Print first and last name)

- Yoga sessions are intended to benefit me and my health, but no specific guarantees have been made or given to me about the benefits that I may receive; yoga sessions are not a substitute for medical care.
- These yoga sessions may be physically strenuous and that it is my responsibility to consult my personal physician to confirm that I am capable of participation in these sessions without limitation. If I experience pain or discomfort, I will listen to my body and adjust my posture or cease participation to avoid injury. I acknowledge that I have the opportunity to speak to the instructor prior to the session to discuss any questions I have about the nature of the session and the level of physical activity involved.
- I confirm that I am physically fit and do not have any medical condition which would prohibit me from full, active participation, and that I voluntarily participate with full knowledge that there is risk of personal injury to me. I agree to accept and assume the risk of injury or damage, known or unknown, which might arise from participation in these yoga sessions or my use of any of the apparatus, appliances, services or facility, whether caused by my personal limitations or anyone else.
- The instructor may physically adjust me (hands on adjustments) and I release her from any claim whatsoever on account of adjustments, treatments or services rendered during my participation in these sessions. If I do not want physical adjustment, I will inform the instructor at each session I attend.
- The yoga instructor is concerned about my well-being and that, should I become ill during or as a result of my participation while in these sessions, I hereby authorize her to arrange for emergency medical attention should it be required and I am unable to do so myself. I hereby release, discharge, and hold her harmless, as well as any person or entity that provides such emergency medical attention, from any and all liability in connection with any illness or injury to me or my property arising in connection with or as a result of such emergency medical treatment.

I agree to indemnify, defend, and hold The Institute of Beauty and Wellness harmless from and against any and all legal proceedings including, but not limited to, attorneys' fees and costs arising from or out of injuries.

Signature: _____ Date: _____

MODEL APPLICATION AND RELEASE

The Institute of Beauty & Wellness

NAME _____

I understand that I am agreeing to participate in the following event/fashion show. Failure to cancel 24 hours prior to the date of the event will result in the Institute of Beauty and Wellness to charge 100 percent of the product charge required.

I hereby give The Institute of Beauty and Wellness the absolute and irrevocable right and permission to copyright and or publish, resale or use of photographic portraits or pictures taken of me or worked on with me in which I may be included in whole or in part in conjunction with my name and information submitted above for the purpose of a book, magazine, Web or other publication of any kind or advertising either in the United States or abroad. I hereby waive any rights that I may have to inspect and or approve the finish product or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied. I hereby release, discharge and agree to save The Institute of Beauty and Wellness from any liability by virtue of any error or omission, blurring, distortion, cropping, or optical illusion whether intentional or otherwise, that may occur or be produced in the production of said picture or any processing tending toward the completion of the finish product, or its publication or distribution.

I hereby represent that I am over 18 years and that I have the authorization and release prior to its execution, and that I understand all of it. I have not been induced other than by the consideration of publication of the resulting photos and information, to execute this authorization. No other representation or statement concerning employment has been made by The Institute of Beauty and Wellness or her agents, employees or anyone acting on her behalf. I understand that this is not a modeling agency.

I understand that whenever and if I wish to publish any of the pictures taken of me and or worked on with me, from any of the transparencies, slides or prints in my possession, for personal gain, financial gain and or moneys I will do so only with the written permission from The Institute of Beauty and Wellness. In case of a business "Zed" card (the card used by my modeling agency to promote their models) or my photographic portfolio, I may self publish without permission.

Signature of model _____

Signed the _____ day of _____, 20_____

I hereby certify that I am the parent or legal guardian of the person named above, and for the value received I do give my consent without reservations to the foregoing on behalf of him or her or them.

Signature of Parent or Guardian _____

Signature of Witness _____

Signed the _____ day of _____, 20_____

ENROLLMENT AGREEMENT

I have read this contract and the student catalog version 11/17 and agree to the terms and conditions. I acknowledge having received pages 1-16 of the Institute of Beauty and Wellness' Student Enrollment Contract, a copy of this page, and the school catalog. I am aware the school reserves the right to combine or cancel classes as enrollment demands. If a student cancels his/her enrollment, a formal letter should be sent to the Admissions Director before midnight of the third business day after you signed this agreement. If appropriate notice is not received, the student may not be eligible to enroll in a future class.

Student's Signature

Date

Parent/Guardian of a dependent minor

Date

Admissions Team

Date