

Student Contract Agreement



Please Print Clearly

Name: _____ Date: _____

Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Email: _____

Ethnicity (required by the Virginia Council for Higher Education): _____

Course (please indicate full or part time when applicable): _____

Starting Date: _____ Anticipated Completion Date: _____

I, the above named student, hereinafter called student, apply for enrollment. Upon acceptance, I will enroll in The University of Esthetics & Research for the hereinafter-described course of instruction and university term. I promise to make my scheduled payments and herein act forth in conjunction with any other the financing offered by this university. I further promise to conform to the rules and regulations of the Virginia Institute of Esthetics.

THE UNIVERSITY OF ESTHETICS AND RESEARCH agrees to give said course of instruction to the student, upon compliance by the student with the terms of this contract, which when binding upon the student and the university. The student is responsible and agrees to pay total tuition payments after 75% of the course is completed in the event of a student drop out. Should the student incur any delinquent tuitions requiring collections, balance to be collected will include attorney and court fees. Applicants who withdraw prior to the first day of class are entitled to a refund of all monies paid except registration fees.

Students who cancel or who are terminated after instruction has begun will receive a prorated refund based on the number of clock hours completed to total number of course clock hours, the amount of monies paid and depending on when withdrawing minus registration, textbook Lab Coat and/or Kit fees.

Students who withdraw or are terminated during the first $\frac{1}{4}$ of the program are entitled to a minimum refund amounting to 75% of the cost of the program minus the registration and textbook fees.

Students who withdraw or who are terminated during the second $\frac{1}{4}$ of the program will receive a minimum refunding amount of 50% of the cost of the program minus registration, textbook and Lab Coat fees.

Students who withdraw or are terminated during the third ¼ of the program will receive a minimum refunding amount of 25% of the cost of the program minus registration, textbook, Lab Coat, and Kit fees.

No refunds will be made after ¾ of the program has been completed. All refunds will be paid 30 to 90 days after cancellation/ termination. All cancellations must be submitted in writing in person or by certified mail. Official date of withdraw will be the last date of attendance by the student or date of receipt of written notice of withdraw by student.

Initial: _____ I, the student, have read the above tuition refund information.

Students may make payments to the university Monday- Thursday from 10:00am to 4:00pm in person.

Payments may also be mailed to:

University of Esthetics and Research, Inc.

P.O. Box 10124

Virginia Beach, VA 23450

Late payments are subject to a \$25.00 fee.

I, the student, agree to pay \$7.50 an hour to make up any hours missed. After 20 hours or more there will be a \$10.00 per hour fee charged. I am aware that my hours will not be released and authorization for my examination from this university will not be released until all fees are paid in full and all hours have been completed. Initial: _____

Please note any events/absences you are aware of prior to class and the dates you will not be in attendance.

Failure to comply with the rules and regulations set forth by the university will be grounds for termination.

I, the undersigned, have received a copy of this contract and hereby agree to all terms and conditions set forth.

Student Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

All tuition fees subject to change without notice

Confidentiality, Agreements Not to Solicit or Compete, and Protection of Proprietary Information.

_____ The Student agrees to safeguard his or her individual online access code from use by any other person and from any unauthorized use by the Student.

_____ The Student understands and acknowledges that his or her access to lessons and materials from the University is purchased for the sole use of the Student in learning during the course of study enrolled in hereunder.

_____ The Student understands and acknowledges that the university's educational material does not fall under any fair use laws, and the Student agrees not to use such materials except as authorized in his or her course of study with the University.

_____ The Student understands and acknowledges that the materials used in his or her course of study with the University are the sole intellectual property of the university.

_____ The Student agrees to all of the following terms regarding confidentiality and agreements not to solicit or compete:

a. Confidentiality

1. All curriculum and lessons of the university are protected by copyright laws and will be enforced to the full extent of the law. Any person engaged in the unauthorized or invalid entry into the university's online passwords or the unauthorized or invalid use of any materials belonging to the university will be prosecuted under the law for trespassing and theft. Any person who allows others to enter into or use the university's online passwords or any test preparation course, examination or online course of the university, or who downloads or allows the downloading of documents of the university, for any purpose other than the Student's educational use in his or her course of study with the university, will be subject to a minimum fine and penalty of \$10,000.00.
2. Educational materials, supplies, or any other property not belonging to the Student shall not to be taken from the university without express permission of the university Director.
3. Materials, text or print information belonging to the university shall not be duplicated, rewritten, reworded in part or whole, or reused for any reason whatsoever. Test materials, client records, and forms belonging to the university shall not be taken from the university's premises.

b. Agreement Not to Solicit

1. The Student agrees not to solicit, either directly or indirectly, any client, student or patron of the university.
2. The Students agrees not to use the university's name to promote or gain any business without the express approval of the President of the university

c. Agreement Not to Compete

This Agreement Not to Compete is entered into freely and for valuable consideration by and between the University and the Student. Both the university and the Student acknowledge that the Student shall not receive any benefit or property interest resulting from the Student's actions in:

1. Competing with the business of the university, or
2. Providing services to a business competitor of the university during the Student's association with the university, or
3. Contacting, servicing, and/or soliciting customers, vendors, suppliers, employees, independent contractors, or students of the university; or
4. Utilizing, disclosing, selling, or transferring the university's trade secrets or other confidential proprietary information, including, but not limited to, all materials, products, pricing information, customer list(s), etc., which the Student and the University mutually agree is the sole property of the university.

In addition, the university and the Student mutually agree to the following provisions:

1. The Student acknowledges that he or she will learn and obtain trade secrets and other confidential business information of the university, which shall include all information that is not known by, or generally available to, the public at large and that concerns the business or affairs of the university, including, without limitation, materials, products, customer lists, client needs, and requirements, existing solicitation techniques and solicitation techniques in development, marketing plans either developed or actually utilized by the university, pricing information and formulas, lists, salaries, and benefits. The Student acknowledges that the Student's obtaining this information is intended to and is necessary to enable the Student to attend the university as a student and to solicit,

obtain and/or service clients of the University and that such information's confidentiality is necessary to the university ability to compete with its competitors. The Student therefore agrees that:

(a) During the term of his or her association with the university and for a period of two years after terminating association with the university, the Student will hold the trade secrets or confidential business information of the university in the strictest confidence, and will not disclose any portion thereof to any person or legal entity except as required in the performance of the Student's duties due the University during their association; and

(b) Upon and subsequent to termination of his or her association with the university for any reason whatever, the Student will not for a period of two years from the date of termination make any use whatsoever of the trade secrets or confidential business information of the university or any portion thereof, either on the Student's own behalf or in conjunction with or on behalf of any other person or legal entity.

2. The Student hereby agrees that he or she will not, within the Commonwealth of Virginia and for two years after termination of association with the university, own, manage, operate, control, be employed by, participate in, engage in, and contribute to, consult with, contract with, provide services to, or in any way be associated with a business similar to the type of business engaged in by the university, either directly or indirectly for the Student or any other person, corporation, firm, or other legal entity without the prior written consent of the university.

3. The Student further agrees that, during the two-year period covered by this Agreement Not to Compete, he, or she will notify the University of any proposed business activity in the Commonwealth of Virginia. If, upon such notification by the Student, the University determines that the Student's business activity competes with the business engaged in by the university, and then the Student shall not have the right to engage in such activity within the Commonwealth of Virginia for the duration of the two-year period.

4. The Student hereby agrees that he or she will not, within the Commonwealth of Virginia and for two years after the termination of association with the university, service and/or solicit competitors, customers, vendors, suppliers, employees, independent contractors or other students of the university.

5. In the event that the Student engages in any activity proscribed by this Agreement Not to Compete, the Student shall be deemed to have committed a breach of this Agreement Not to Compete, entitling the university to compensatory damages. The parties stipulate that in addition to the recovery of compensatory damages for breach of this Agreement Not to Compete, the university may also enjoin the Student from continuing in the business activity proscribed by this Agreement Not to Compete. The parties further stipulate that any benefit or property interest derived by the Student from activity proscribed by this Agreement Not to Compete shall be disgorged by the Student and paid over to the university as financial damages in addition to the compensatory damages set forth above. It is further stipulated that should the university retain the services of an attorney to enforce this Agreement Not to Compete, the Student shall reimburse the university for all actual attorney fees and costs incurred.

6. If a court determines that the duration or geographical limit of any restriction or any other provision of this Agreement Not to Compete is unreasonable or unenforceable, it is the intention of the parties, and the parties agree, that the unreasonable or unenforceable provision shall be amended to the minimum extent required to render it valid and enforceable and that the remaining provisions of the Agreement Not to Compete shall not be affected thereby.

By signing, the Student agrees to all of the terms regarding confidentiality and agreements not to solicit or compete.

Student Name (Print): _____

Student Signature: _____ Date: _____

Witness Name (Print): _____

Witness Signature: _____ Date: _____