

STUDENT AGREEMENT Contract & Sign Up Information

For BELLA LASH 2 Day Eyelash Extension Certification Training Class



STUDENT NAME: _____

EMAIL ADDRESS & CELL PHONE #: _____

COURSE TYPE (Classic or Volume) & CLASS DATES: _____

_____(the "Student") agrees to the following terms and conditions set forth by The Lash Room and Brow Bar, LLC ("The Lash Room and Brow Bar ") on today's date: _____ HEREAS, the Student is being trained in the Bella Lash methods of eyelash application with JoHanna Shortt (the "Trainer") following BELLA LASHE'S training manual and methods at The Lash Room and Brow Bar ("Training Facility") and WHEREAS, the Student desires to become a certified eyelash extensionist through their selected classic or volume training class by JoHanna Shortt and BELLA LASH ("Certification"); NOW THEREFORE, for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Student agrees as follows, initialing the following:

1. I understand my **50% deposit is a non-refundable, non-transferable** payment to my trainer, JoHanna Shortt, to book my eyelash extension training class on _____. **There are no exceptions or under any circumstance a deposit refund or transfer.** _____
2. I understand the remaining **50% balance is due no later than 15 days before** my class date on _____ in order to attend class on _____ and failure to pay on time will terminate your hold in this class date and your deposit will not be refunded or transferred for any reason, exception or special circumstances. Class dates and terms are not transferable. _____
3. When 100% of course is paid, you will added to the BELLA LASH online student portal and sent an email with further instructions to your online learning suite as well as completing your BELLA LASH Student Agreement Forms. Those forms need to be completed within 24hrs of receiving them and the online learning suite completed by the in-person class date. _____
4. I understand that I am responsible for having a model for class on Sunday afternoon and if I am not able to guarantee their attendance, I will notify my instructor at least 15 days prior to my class. A \$75 model fee will be incurred if you're unable to provide your own. Special circumstances can be made if traveling from over 100 miles away, but need to inform JoHanna Shortt **upon sign-up.** _____
5. I understand that I must place at least 50 perfect bonds on each eye of my models to pass the practical application portion of my class and complete all sections of my BELLA LASH online learning suite before certification is possible. _____
6. I understand that a minimum of 5 models must be completed, submitted and approved through my online student portal to become BELLA LASH Certified and the model in class is one of the five submissions. _____
7. My trainer will issue a BELLA LASH Deluxe Student Starter Kit, training manual and information folder the 1st day of class (as long as all course fees have been paid in full). Failure to pick up kit within 30 days of class becomes property of The Lash Room and Brow Bar _____
8. I understand that qualifications for certification is up to the discretion of the trainer and BELLA LASH and I am not guaranteed to pass the BELLA LASH Eyelash Extension Training Class or receive a BELLA LASH Certification. _____
9. I understand that eyelash extension application is not suitable for persons with neurological disorders that cause uncontrollable shaking, muscle spasms, or trembling that would impair them from safely applying eyelash extensions, poor eyesight or those that cannot sit for long periods of time. _____
10. Indemnification. The Student shall defend, indemnify and save harmless The Lash Room and Brow Bar , its officers, directors, employees, subsidiaries and affiliates, and their respective successors and assigns from all losses, costs, liabilities, damages, claims, and expenses of every kind and description, including reasonable attorneys' fees, arising out of or resulting from (1) any breach or violation of any federal, state, local or municipal law, statute, ordinance, regulation or other governing law by the Student; (2) the Students eyelash extension applications to any individual; (3) for unauthorized use or misuse of any eyelash extension products or application of its products. _____
11. Non-Disparagement. The Student shall not publicly criticize, ridicule, diparage or defame BELLA LASH, JoHanna Shortt, The Lash Room and Brow Bar or its products, services, policies, directors, officers, shareholders, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym I agree to not make any defamatory comments directly or indirectly in writing, orally, or electronically, about The Lash Room and Brow Bar and any of its affiliates **and I will not disrupt The Lash Room** (#11 con't on next page....)

and Brow Bar 's business in any manner. All questions and concerns will be made via email or text and replied to outside of regular business hours. _____

12. Your manual and kit is only issued once and is your responsibility to keep and maintain in good working order during the 2 days of in-person training. If you lose, damage, forget items needed for class or run out of initial supplies, more may be purchased from The Lash Room and Brow Bar © at a 10% off discount at any time during or upon completion of the class. _____

13. The Lash Room and Brow Bar ©assumes no liability for its student's work on anyone outside of the training classroom. _____

14. State Licensing. It is the responsibility of the Student to contact their respective state licensing board to inquire about licensing requirements for applying eyelash extensions. The student understands that by being certified by BELLA LASH and/or JoHanna Shortt does not make the student a licensed eyelash extensionist in any state, and such licensing requirements varies according to state laws. _____

15. Successors. This Agreement shall bind and inure to the benefit of the successors, legal representatives, and assigns of the Parties. _____

16. Severability. Should any part of this Agreement be finally declared invalid for any reason by a court of competent jurisdiction, such invalidation shall not affect the validity of the remaining portion hereof, which remaining portion shall continue in full force and effect. _____

17. Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of Missouri in all respects, and the parties hereto consent to exclusive jurisdiction and venue in the courts of Greene County, MO. _____

18. Attorney Fees and Costs. In the event of litigation or mediation to enforce or interpret this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees. _____

19. Entire Agreement; Captions. This instrument sets forth the entire agreement among the Parties and supersedes all prior agreements, whether written or oral. All parts of section titles or paragraph captions of this Agreement are for convenience only, and shall not be deemed part of this Agreement, and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement. _____

20. Waiver. Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach. To be effective, any waiver must be signed by all parties hereto. _____

21. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns. _____

22. Amendments. This Agreement and the License may be amended, modified, or altered only by the written consent of the parties. _____

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. _____

24. If student is unable to complete all 5 models outside of class due to not having a station set-up or place to work, student can rent a table station from The Lash Room and Brow Bar LLC for \$15/HR, for a minimum of 3 hours per model. Student understands that this is just a station rental and their will not be guidance or instruction from anyone within the shop and arrangements will be made via email.

Student's Printed Name: _____ Date: _____ Student's Signature: _____

The Lash Room and Brow Bar ©The Lash Room and Brow Bar, LLC, JoHanna Shortt 2319 S. Campbell Ave Springfield, MO 65807

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