



STUDENT AGREEMENT For Eyelash Extension Training Class



_____ (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 classic eyelash application through LashJunkie Eyelash Extensions training program and JoHanna Shortt (the "Trainer") following LashJunkie's training manual at The Lash Room and Brow Bar © ("Training Facility") and WHEREAS, the Student desires to become a certified LashJunkie classic eyelash extensionist through its training with JoHanna Shortt ("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 of \$450 is a non-refundable, non-transferable payment to my trainer, JoHanna Shortt, to book my eyelash extension training class on Sunday May 30th, 2021 from 9:30am-6pm. _____
2. I understand my additional balance of \$450 must be completed at least 7 days before my class date on 05/23/2021 in order to attend class on 05/30/2021. _____
3. Class dates and times are not negotiable and non-transferable. If you do not pass both parts of the test you will not be certified. To re-test you must schedule a 1-on-1 hourly session, which are booked at \$80/hr. during regularly scheduled business hours. _____
4. I understand that I am responsible for having a model for my class from 2pm-5:30pm, if I am not able to guarantee their attendance, I will notify my instructor at least 14 days prior to my class. _____
5. I understand that I must place at least 50 perfect bonds on my model to pass the practical application portion of my class. _____
6. I understand I must pass my written exam with at least a 90% to pass my theory portion of my class. _____
7. My trainer will issue a LASHJUNKIE Classic Lash Extensionist Certification upon successful completion of all parts of my course. _____
8. I understand that qualifications for certification is up to the discretion of the trainer and I am not guaranteed to pass the LASHJUNKIE Eyelash Extension Training Class or receive a LASHJUNKIE Classic Lash Extensionist 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. _____
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, disparage or defame LashJunkie, 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 and Brow Bar ©'s business in any manner. _____
12. Your manual and kit are only issued once and is your responsibility to keep and maintain in good working order. If you lose, damage, forget items needed for class run out of initial supplies, more may be purchased from The Lash Room and Brow Bar © or an online retailer. _____
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 LashJunkie 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. _____

Student's Printed Name: _____

Student's Signature: _____