

# 3D Brows Academy Training Agreement



**STUDENTS FULL NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

This Agreement is entered into this (DATE) \_\_\_\_\_ between 3D Brows Academy a DBA of Willardsen, LLC (hereinafter "Training Provider") and (STUDENT) students full name: \_\_\_\_\_

**1) Purpose:** The above parties hereby enter into this agreement under which Training Provider will provide instructional services to STUDENT on the following terms and conditions. Training Provider hereby agrees to teach the course(s) marked below.

**2) Location of Services:** 3D Brows Academy / 949 E 12400 S, Ste. B-2 Draper, UT 84020. Course schedule will be email with confirmation email upon sign up.

### **Select course or courses you have signed up for:**

- 3D Brows Online Training= \$950**
- Microblading Fundamentals Hands on 5-Day Training= \$3,500**
- Microblading Fundamentals Combined Training= \$4,500**  
Includes: Hands On 5-day Training / 3D Brows Online Training & Shading Course.
- Shading Course= \$650**  
(Evening Course)

- 3D Lash Lift = \$450**  
(Evening Course)
- Microblading Refresher Course= \$1,900**  
2-day Hands on training & online training.
- 4-Day Machine Course= \$3,999**  
Eyebrows and Eyeliner.
- Other:** \_\_\_\_\_

**Anticipated Training Start Date:** \_\_\_\_\_

**Anticipated End Date:** \_\_\_\_\_

**3) Services:** Training Provider agrees to provide training services to selected training(s) above. The Training Provider is responsible for instructing students with the fundamentals of Cosmetic Tattooing and Pigmentation. Services will include hands on instruction and or continued support through the online training. Services also include instructional lectures and techniques from 3D Brows Training Manuals and materials. Student acknowledge that the training provided containing intellectual material and knowledge Training Provider intended for the sole purpose of providing a Training resource for Student. Student acknowledges and agrees not to reproduce, copy, or otherwise distribute, gift, or sell Training Manual for any reason without the express written permission of Training Provider.

a. Certificate of Completion: At the completion of course 3D Brows Academy will award certificate of hours completed in training. If Training Provider determines the Student is not ready to work independently, Training Provider has the right to withhold certificate of completion and recommend the Student receive additional training. If a student fails initial program training provider will allow student opportunities to obtain certificate of completion with additional assignments to be completed.

b. Attendance/Absence: All course will have a daily schedule from 10am to 6pm unless informed otherwise. If a student is absent or tardy to any of the scheduled trainings they will receive a

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reduced number of hours awarded to them according to the number of hours missed. In the case of an emergency students will have the opportunity to make up hours with external assignments.

All attending students will receive awarded hours earned.

c. Training provider is not responsible for students career placement or procedural understanding after the completion of training services provided.

d. Models: Training Provider will require Student to provide live models during the certain courses to supplement training. If students need Training provider to provide a model ,Student must give prior written notice of 4 weeks that they need assistance in finding a model.

e. Employment Rates: Not available.

f. Graduation Rates 99%: All students receive certificate of hours completed and notice of Pass or Fail.

g: Only graduates of attending courses at 3D Brows Academy may use rights and branding of “**3D Brows Certified**” logo and branding materials. Provided work must show before, after and healed results of their clients. These students will have the right to use the “**3D Brows Certified**” trademark for marketing purposes. Its is the responsibility of the students to provide training provider with work example when they are ready for review.

**Qualifications of training provider:** As head instructor Patricia Willardsen is a Master Esthetician with over 15 years of experience in skin care, cosmetic tattooing and makeup. Holding multiple PMU & microblading certifications, in-depth art mentoring and many other skin related certifications.

**Facilities and Equipment:** 3D Brows Academy is insured and registered with the state of Utah and provides students with an OSHA compliant safe facility. Specifically designed layouts to provide students with a proper learning environment thru projectors, monitors, cameras, lighting, beds, trays, magnification, design boards, latex, brow molds and all the necessary microblading supplies.

**4) Fees:** Student is responsible to pay full course payment a minimum of 14 days prior to the first day of training. Not paying remaining course balance 14 days prior to first day of class will not ensure students placement in the scheduled course.

a) All students are required to obtain Blood-borne Pathogen Certificate in Body Art prior to working on models. *This can be taken online for \$25.*

**5) Student Conduct:** Students are expected to attend all schedule hours of the training and to maintain professional conduct during the entire training program. Students must be of sound mind and attentive at training.

a: Dress code: Students are required to wear closed toe shoes. If your wearing long sleeves make sure they will not get in the way of micrblading or have anything dangling.

b: Students must be of legal age in order to attend trainings

c: During training students may have after hours work to be completed during off hours.

d: All students are expected to represent themselves in a positive matter. 3D Brows reserves the right to remove or discontinue services to any student caught lying, cheating or causing slander and or harm to others with in the 3D Brow community.

**5) Cancellations/ Non-refundable deposit:** A three-business-day cooling-off period, commencing with the day an enrollment agreement with the applicant is signed or an initial deposit or payment toward tuition and fees of the institution is made, until midnight of the third business day following such date during which time the contract may be rescinded and all monies paid refunded. After three-business days of deposit if STUDENT cancels or terminates for any cause STUDENT will pay Training Provider 100% of deposit. Evidence of personal appearance at the institution or deposit of a written statement of withdrawal for delivery by mail or other means shall be deemed as meeting the terms of the cooling-off period.

*The following is a measure of good faith by the training provider and is determined case by case according to training providers judgment of the circumstances.* In the case of an emergency student may reschedule training for a later date with a signed note from their doctor excusing the student of having a “medical emergency” and 100% of initial deposit will go toward later training. Medical emergency

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defined as, “the sudden onset of a medical condition manifesting itself after course deposit has been made by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in: placing the patient’s health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.”

Students may postpone their scheduled course if training provider is notified at least 4 weeks prior to initial training. If student cancels within 2 weeks of scheduled course date and does not reschedule student is liable for 50% of lost wages. In the event the Training Provider cancels or postpones this agreement, the Training Provider will be responsible for rescheduling within 30 days or issuing a refund to the student.

Online Training student refunds are void once students receives access to online training and or Online Training Practice Kit in the mail.

**6) Regulation & Licensing:** Student acknowledges that Microblading, body art, or permanent makeup procedures may be regulated by the local and/or state regulatory agencies of the Student and that registration and or licensing may be required by a governing regulatory agency to provide Microblading, body art, or permanent makeup services to the general public. Student further acknowledges it is their sole responsibility to be compliant with any applicable licensing and/or registration requirements. Certificate awarded is awarded based of training providers knowledge and assessment of students performance.

REGISTERED UNDER THE UTAH POSTSECONDARY PROPRIETARY SCHOOL ACT (Title 13, Chapter 34, Utah Code).

a) Registration under the Utah Postsecondary Proprietary School Act does not mean that the State of Utah supervises, recommends, nor accredits the institution. It is the student's responsibility to determine whether credits, degrees, or certificates from the institution will transfer to other institutions or meet employers' training requirements. This may be done by calling the prospective school or employer.

b) The institution is not accredited by a regional or national accrediting agency recognized by the United States Department of Education

c) Training provider does not guarantee placement or wage and salary levels. Institutional policies governing the following:

a) Student admission and enrollment requirements minimum of General Education Development (GED) Certificate, and *being beyond the age of compulsory high school attendance, as prescribed by Utah law. (See Rule 152-34-4(3) of the Utah Administrative Code.)*

b) Students must obtain Blood Borne Pathogens Certificate prior to working on models.

**7) Training, Non-compétition & Non-Solicitation:** Student acknowledges and agrees that for a period of one (1) year from the completion of training that Student and/or its assigns shall not solicit any engagement that directly or indirectly competes with the training or education services offered by Training Provider, either for its own account, as a partner, adviser, shareholder, director, student, consultant, or any other compensated or non-compensated position or as the agent of any cosmetic training company.

**8) Non-disclosure Agreement (Information Confidentiality):** During the term of this Agreement and thereafter for a period of three (2) years, Student agrees that it shall not, without the prior written consent of the Training Provider, disclose any instruction of the permanent makeup procedures and techniques provided by Training Provider.

Student agrees not to share, trade, sell or otherwise disclose any intellectual property from Training Provider’s 3d Brows Training Manual. Such property includes the permanent makeup procedures such as Training others online, print, video or in person, or hands on with models including the hand method of permanent makeup, but not limited to, the terms and scope of this agreement for the following Cosmetic Pigmentation and Microblading techniques: Brow Building (measuring and shaping brows), Various Brow Designs from paper to live models, Skin Stretching, Extractions, Numbing techniques, Post care & Healing techniques, Hand method of micro-stroking, education material examples and assignments.

*By initialing below, Student acknowledges and agrees to comply with the following statements:*

a) I am not enrolled as a Student under this agreement to become a trainer of the techniques taught by Training Provider.

d) In the case that I am a trainer or plan to train others in permanent make up with-in the next three years. I have attached full disclosure in writing of why I am attending Training Provider’s course.

c) I understand and agree that all handouts, materials and content used in class are property of 3d Brows Training protected under the United States Copyright Act.

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- d) I am not attending this course for the benefit of sharing information and I will not share course information with other trainers or training organizations.
- e) I will not reproduce materials in any form or manner for any reason, commercial or otherwise without the prior written authorization of Training Provider

**8) Controlling Law:** This agreement shall be governed by the laws of Utah. Any disputes arising out of this agreement shall be settled in the state of Utah as stated in this agreement. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. In the event of breach of this agreement, the Training Provider shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law and shall not be required to post an injunction bond.

**9) Notice, Entirety of Agreement & Survivability:** Any notices required or permitted to be given under this Agreement shall be sufficient, if in writing and personally delivered, faxed, or sent by certified mail, return receipt requested, to the addresses listed above, or to such other address. This agreement, including the exhibits hereto, contains the entire agreement and understanding between the parties as to the subject matter of this agreement. No prior or contemporaneous obligations, conditions, warranties, or representations shall create binding obligations upon either party except for those expressly set forth herein. This agreement may not be changed or altered except by a written agreement signed by both parties. The provisions of this agreement which by their nature ought to survive the termination or expiration of this agreement, shall so survive.

**10) Sever-ability:** If any provision of this agreement shall be determined to be null and void or otherwise legally unenforceable, the remaining provisions of this agreement shall remain in full force and effect. I, the undersigned, have read, understand and agree to abide by all the provisions set forth in the foregoing enrollment agreement.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

(STUDENT) Signed agreement to the above: \_\_\_\_\_

**After completing training agreement submit completed training agreement via email to: [jared@3dbrowsacademy.com](mailto:jared@3dbrowsacademy.com)**

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