APPLICATION TO PERMIT OR MANAGE A NEW BARBER SCHOOL IN NORTH CAROLINA

NC BOARD OF BARBER EXAMINERS

5809-102 DEPARTURE DRIVE
RALEIGH, NC 27616
OFFICE: (919) 814-0641
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THIS APPLICATION MUST BE NOTARIZED BEFORE SUBMITTING

SCHOOL MANAGERS OR OWNERS OF ALL NEW OR RENOVATED BARBER SCHOOLS MUST INCLUDE A CERTIFICATE OF OCCUPANCY FROM THE CITY OR COUNTY BUILDING INSPECTION DEPARTMENT SHOWING THAT THE ESTABLISHMENT HAS MET ALL FIRE AND BUILDING CODE REQUIREMENTS PRIOR TO THE INSPECTION OF YOUR SCHOOL BY THE BARBER BOARD

This application must be submitted to the NC State Board of Barber Examiners accompanied with a payment of $350.00. Payments are payable by money order.
APPLICATION FOR A PERMIT TO OPEN OR MANAGE A NEW BARBER SCHOOL IN N.C.

A person must be the holder of an up-to-date Certificate of Registration as a Registered Instructor in this State in order to be eligible to fill out this application. No person shall hold more than one School Permit. The school must have a minimum of two Registered Instructors.

The Statutes provide that a newly established barber school shall be inspected before a Permit can be issued, and the fee for inspection of same shall be $220.00 and the fee for issuance of a Permit to operate the barber school shall be $130.00 and a total fee of $350.00 shall accompany this application.

This application shall be made thirty (30) days in advance of opening date.

Date ____________________________

I hereby make application for a Permit to operate or manage a barber school in the State of North Carolina, Chapter 86 of the General Statutes as amended.

1. Name of Barber School or College ____________________________________________
   Address __________________________________________ County __________
   City/Zip __________________________ Telephone No. ______________________

2. Name of Owner __________________________________________________________
   Address ______________________________________________________________
   City/Zip __________________________ Telephone No. ______________________

3. Name of Manager __________________ Instructor Certificate No. ____________
   Home Address _________________________________________________________
   City/Zip __________________________ Telephone No. ______________________

4. Name of Co-Manager __________________ Instructor Certificate No. __________
   Home Address _________________________________________________________
   City/Zip __________________________ Telephone No. ______________________

5. Number of Barber Chairs _______ Number of Lavatories _________________

6. Number of Tool Cabinets _______ Number of Towel Cabinets ______________

7. Number of square feet in Practical Department __________ Theory Room ______

8. Are there adequate toilet facilities within school ____________________________

9. Is school or college located in a building or such construction that same may be easily cleaned at all time ____________________________

10. Give date when school will be complete and ready for inspection ____________
I, ________________________________, Registered Instructor No. ___________, and
I ________________________________, Registered Instructor No. ___________.

DO HEREBY CERTIFY AND DECLARE, that if a barber school permit in this State is issued to me as
manager and operator of said school as herein applied for that I will not act or attempt to act as manager
or operator of said school for anyone except myself, unless I have full authority and control of same in
every respect and shall be fully responsible for the entire operation of the said barber school, and will
display barber school permit in a conspicuous place in school. I further declare that when and if I cease to
manage and operate said barber school, I will notify the State Board of Barber Examiners and return
barber school permit, and I will comply with all the laws regulating barbers and barber schools in the State
of North Carolina. I further declare that I will not operate a barber school in this State until it has been
inspected and approved by the Board and a barber school permit has been issued. Should I fail to comply
with the law regulating barbers and barber schools in the State of North Carolina, as well as the above, I
understand that barber school permit issued pursuant to the above provisions may be revoked as
provided by law.

(Instructor's Signature)________________________________________

(Instructor's Signature)________________________________________

__________

INSTRUCTOR'S NOTARY

STATE OF NORTH CAROLINA

COUNTY OF ________________________________(Notarial Seal:

_______________________________.

first being duly sworn, deposed and says that they are the persons making the foregoing application that
they have read the same in its entirety and knows the contents thereof and that all the statements made
herein are true in every respect.

(Signature of Notary)________________________________________

Subscribed and sworn to before me this ______ day of __________________, ______
Notary Public in and for the County of ________________________________

__________

OWNER'S NOTARY

STATE OF NORTH CAROLINA

COUNTY OF ________________________________(Notarial Seal:

_______________________________.

first being duly sworn, deposed and says that he/she is
the person making the foregoing application that they have read the same in its entirety and knows the
contents thereof and that all the statements made herein are true in every respect.

(Signature of Notary)________________________________________

Subscribed and sworn to before me this ______ day of __________________, ______
Notary Public in and for the County of ________________________________
STATE OF NORTH CAROLINA

COUNTY OF

GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, ____________________________

a barber school or barber college seeks from the State Board of Barber Examiners licensure to conduct post-secondary educational instruction activity under North Carolina General Statutes Section (G.S.) §86A-22; and

WHEREAS, the State Board of Barber Examiners, under the authority delegated to it under G.S. §86A-22, has established policy of requiring among its minimum standards for licensure that an institution which may apply to the said Board for a license to conduct post-secondary educational instruction activity in this State have adequate resources to provide quality education, financial soundness, ability to fulfill commitments to students, and a fair and equitable student refund policy; and

WHEREAS, the State Board of Barber Examiners has established the policy that an institution seeking such licensure at least partially manifest its satisfaction of the aforesaid minimum standards by executing a bond of amount specified by the State Board of Barber Examiners under an announced formula;

NOW, THEREFORE, ____________________________ (institution)
hereinafter called "Principal," and ______________________________,
hereinafter called "Guarantor," a corporation duly organized and existing under and by
virtue of the laws of the State of ______________ and authorized to transact
business in the State of North Carolina, are held and firmly bound in the aggregated
guaranty sum of
dollars ($ ______ ) unto certain persons called "students" (or unto such other
persons or agents as shall be legally or equitably entitled to the refunds herein
contemplated), for the payment of a refund of all tuition, fees or parts thereof paid in
advance by students to Principal as consideration for instruction, academic services,
or other goods and services relative to course enrollment for which such students have
contracted with Principal but not received nor been reimbursed by Principal. (For the
purpose of this Guaranty Bond, the term "student" shall mean any person who has
contracted with Principal for participation in educational instruction activity provided
by Principal in North Carolina, or his parent or guardian.) THE CONDITIONS of this
bond are:

1. Payments by students to Principal contemplated under this bond are all charges
or fees that are institutionally required by Principal and prepaid by students as
anticipatory compensation to Principal for providing to students instruction,
academic services, and other goods and services related to course enrollment.
Such payments include, but are not limited to, tuition, instructional materials
fee, laboratory fee, library fee, and book fee.

2. If Principal shall well and faithfully perform its obligations to students by
tending and providing the instruction, academic services, and other goods, and
services related to course enrollment for which the respective students have
contracted with Principal and for which advance payment has been made, then
in respect to each such student, this bond shall be null and void, otherwise to
remain in full force and effect.
3. Whenever and student shall fail to receive the instruction, academic services, and other goods and services related to course enrollment for which advance payment has been made and for which such student has contracted with Principal, by reason of the failure of Principal to offer or complete such instruction, academic services, or other goods and services related to course enrollment for any reason (including the suspension, revocation, or nonrenewal or Principal's license to conduct educational instruction activity, bankruptcy, foreclosure, or the school ceasing to operate), the student, or such other persons or agents as are legally or equitably entitled to the student's refunds herein contemplated, shall as condition precedent to claim under this bond make written demand of Principal for reimbursement pro tanto to advance tuition or other fees paid for such unreceived instruction, academic services, or other goods and services related to course enrollment; provided, that no claim under this bond nor any demand of Guarantor under this bond shall be made with respect to the quality of instruction, academic services, or other goods and services related to course enrollment that Principal may actually have provided.

4. If, after such written demand under Condition 3, hereinabove, Principal neglects or refuses to pay such refund for a period of 30 days, the student, or such other persons or agents as are legally or equitably entitled to said refund, may make written demand for said refund of Guarantor; and said Guarantor does hereby undertake to indemnify and to reimburse said student or such other person or agent legally or equitably entitled to such indemnity or refund.

5. If, after such written demand under Condition 4 hereinabove, Guarantor neglects or refuses to pay such refund for a period of 60 days, the student, or such other person or agent legally or equitably entitled to said refund may commence and maintain a civil action against Principal and Guarantor on this bond for recovery of the amount paid by but not refunded to the student as hereinbefore described, together with court costs, including a reasonable attorney's fee fixed by the court; but the liability of Principal and Guarantor together to each claimant hereunder.
shall not exceed the total of the claimant’s prepaid fee plus court costs, including reasonable attorney fees, incident to any civil action for reimbursement, to which the respective claimant may be legally or equitably entitled.

6. The aggregate liability of Guarantor as respects any and all claimants under this bond, inclusive of any court costs, shall in no event exceed the aggregate guaranty sum of this bond.

7. With respect to written demands made pursuant to Condition 4 hereinafore, Guarantor shall satisfy demands in the order that written demands received by Guarantor on the same be deemed of equal priority.

8. When used in this bond, the term “written demand” shall mean writing that includes at least: (1) the identity of the student with respect to whom the demand is made; (2) an itemization of the instruction, academic services, and other goods and services related to course enrollment that were contracted but not received by the student with respect to whom written demand is made; and (4) if claim is made by other than the enrolled student, documentation of legal or equitable entitlement to the student’s claim for refund.

9. Guarantor agrees promptly to notify Principal of any written demand made against Guarantor under this bond; but presentation to Guarantor of written demand of Principal that has continued to be unsatisfied for 30 days shall be prima facie a valid claim under this bond that, nothing else appearing, Guarantor shall not be held liable to Principal.

10. With respect to civil actions for refunds pursuant to Condition 5 hereinafore that are reduced to judgment, the priority of such judgments shall be determined under the laws of North Carolina concerning priority of judgments.

11. In the event that Guarantor is required to indemnify any claimants hereunder, Guarantor shall be subrogated to all rights which would be otherwise accrue to Principal in respect thereto if paid by Principal.
12. The term of this bond shall begin on _________ day of _________, 20____ at noon, but shall be continued for annual periods upon payment of the premium required by the Guarantor.

13. The liability of Guarantor shall be subject to termination by Guarantor at any time by giving 30 days written notice thereof currently to both Principal and to the State Board of Barber Examiners by means of certified mail. Such notice shall state the date of intended cancellation; and Guarantor so filing such notice shall not be discharged from any liability already accrued under this bond or which may accrue hereunder before the expiration of the 30 days immediately preceding a proper and effective cancellation of this bond.

14. This bond shall be filed by Principal and with the Clerk of Superior Court of the county in which Principal’s institution is located.

15. A copy of this bond shall be deposited by Principal in the Business Office of Principal’s institution for viewing by anyone wishing to see it; and the location and accessibility of said copy of the bond shall be stated in the catalog of Principal’s institution at the part of the catalog setting forth institutional refund policies.

16. No charge or waiver of any of the terms or conditions of this bond shall be valid as against Guarantor except by proper endorsement added hereto and duly executed by the duly appointed agents of Guarantor and Principal and of the State Board of Barber Examiners.

17. Authority of an agent of Guarantor to execute this bond shall be manifest by attaching hereto and adequate Power of Attorney executed by Guarantor in favor of the agent.

IN WITNESS WHEREOF, Principal, and Guarantor have caused this bond to be executed by their duly appointed agents.

This the _________ day of _________, 20____

PRINCIPAL:

(Seal)

By: ____________________________

GUARANTOR:

(Seal)

By: ____________________________
AFFIDAVIT AND ACKNOWLEDGMENT OF PRINCIPAL

I, ____________________________, a Notary Public of County, North Carolina, hereby certify that personally appeared before me and solemnly affirm that he/she is the duly authorized agent of Principal for the purpose of executing this bond and acknowledged his/her signature hereinafore.

Sworn to and subscribed before me, this the ______ day of ____________________, 20__

My Commission Expires ______________ , 20__

(Seal)

____________________________
Notary Public
AFFIDAVIT AND ACKNOWLEDGMENT OF GUARANTOR

I, __________________________, a Notary Public of County, North Carolina, hereby certify that ______________________________ personally appeared before me and solemnly affirmed that he/she is the duly authorized agent of Guarantor for purposes of executing this bond, the said Guarantor is duly authorized to do business in the State of North Carolina, and that all representations regarding Guarantor made in this bond has acknowledged his/her signature hereinabove.

Sworn to and subscribed before me, this the ___ day of ________________________, 20___

My Commission Expires _____________, 20___

(Seal)

____________________
Notary Public