



## APPRENTICE ENROLMENT AGREEMENT

DATE: \_\_\_\_\_

### STUDENT NAME

LAST NAME	FIRST NAME	MIDDLE INITIAL

### STUDENT ADDRESS

STREET	CITY	PROVINCE

### STUDENT TELEPHONE NUMBERS

HOME	CELL	WORK

STUDENT E-MAIL ADDRESS \_\_\_\_\_

### TERMS AND CONDITIONS ENROLMENT

*Note: The Student shall hereinafter be referred to as the "Student".*

**1. STUDENT Acknowledgment:** The Student under this Agreement has signed up for a class as a Student. By signing this agreement, \_\_\_\_\_ is stating that they are not currently an instructor of any type of tattooing, and they have no intentions of becoming an instructor or teaching the same or similar techniques in the future. \_\_\_\_\_ also agrees and understands that any misrepresentation under this paragraph shall constitute a material breach of this agreement and the restrictive covenants contained herein, be grounds for immediate dismissal from the Apprenticeship program and the Student shall receive no refund of tuition. I have read and understood this paragraph. **Student initials here:** \_\_\_\_\_

**2. Training:** Each Training program provides a realistic opportunity to obtain instructional and practical training, with class room instruction. A more detailed explanation of the Tattooing Program

and related information can be found in the Training Program, a copy of which is attached hereto as Exhibit "A".

**3. Class Schedule:** The Class program for which \_\_\_\_\_ has signed up for is to begin on the \_\_\_\_\_. Classes will be a minimum of twelve hours per week and up to a maximum of forty hours per week. Maria Leoczko will demonstrate on live models and the Student will conduct practice sessions. The Apprenticeship program in its sole discretion reserves the right to alter, amend or modify the class schedule at any time.

**4. Student Program:** The Student under this Agreement has chosen the following program:

**A. Basic Tattooing**

**B. Advanced Tattooing**

**5. Tuition:** \_\_\_\_\_ agrees to pay a non refundable deposit of **\$3500.00**, equal to one third of the Student's class tuition which is due and payable on the \_\_\_\_\_. The balance of the tuition will be divided into two payments of **\$3500.00** one of which will be due and payable on the first day of \_\_\_\_\_ and the second and final payment of **\$3500.00** (inc. tax) will be due and payable on the first day of \_\_\_\_\_. In the event that \_\_\_\_\_ cannot pay her tuition, classes will be stopped until payment is received. In the event that Maria Leoczko cannot complete the teaching period, \_\_\_\_\_ will be refunded any portion of the classes that have not been fulfilled.

**6. Refund Policy:**

**a. Extreme Sickness or personal Emergency.** In the event of an illness which is documented by a physician or personal emergency that makes it impractical for to attend the class which they has signed up for, the Apprenticeship program will allow to reschedule the course at another time depending on the Apprenticeship program and instructions availability. The full time tuition will be applied towards the future class.

**7. Policies and Procedures:** Each Student agrees to comply with the Apprenticeship program's Policies and Procedures as described in Exhibit "B" attached hereto. The Apprenticeship program reserves the right to add, delete or modify its Policies and Procedures at any time. In the event a Student fails to comply with the Apprenticeship program's Policies and Procedures, the Apprenticeship program in its' sole discretion may dismiss the Student from the Apprenticeship program and the Student shall not be entitled to any refund.

**8. Insurance:** There are no regulations in Canada concerning tattoo shops. Knowing this, \_\_\_\_\_ is still making a commitment to train and practice at Labyrinth Tattoos, and agrees not to sue Labyrinth Tattoos or its staff past or present for any damages, and will take full responsibility for any claims, demands, rights and causes of any nature whatsoever, for any injuries or property damages to herself or to any other person arising from her decision to train and practice at Labyrinth Tattoos.

**9. Audio and Video:** No audio, video, or photography of the class programs or the Apprenticeship program's clients or Students may be made without the express written consent of the Apprenticeship program.

**10. Copyrighted and Trademarked Material:** All publications, materials and videos are copyrighted by the Apprenticeship program and may not be used, reproduced or disseminated in any manner or "Labyrinth Tattoos" and its representative logo are trademarked slogan and its representative logo without the express written consent of the Apprenticeship program.

**11. Confidentiality:** The Student recognizes and acknowledges that all confidential information of the apprenticeship program constitutes valuable, secret, special and unique asset of the apprenticeship program. The Student acknowledges that it is not practical, and shall not be necessary, neither to mark such information as 'confidential' nor transfer it within the Apprenticeship program by confidential envelope or communication, in order to preserve the confidential nature of the information. The Student shall not at any time or in any manner, during or after the term of the course, either directly or indirectly, use, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matter affecting or relating to the business of the Apprenticeship program, including without limiting the generality of the foregoing, any of its customers or any other information concerning the business of the Apprenticeship program, its manner of operation, its plans, processes, or other data without regard to whether all of the foregoing matters will be deemed confidential, material, and confidential and gravely affect the effective and successful conduct of the business of the Apprenticeship program, and the Apprenticeship program's goodwill, and that any breach of the terms of this paragraph shall be a material breach of this agreement.

## **12 Non Competitive and Non Solicitation – Restrictive Covenants –**

- a) Legitimate business interests:** Labyrinth Tattoos is entitled to protection of its legitimate business interests, and the parties agree that these interests include without limitations: Labyrinth Tattoo's confidential business and professional information; and Labyrinth Tattoo's substantial relationships with existing or specific prospective clients and students. The parties further agree that Labyrinth Tattoos has a legitimate business interest in its employees who are an integral part of its business and a valuable resource due to the apprenticeship program's substantial investment in the training of employees. The parties further agree that the Apprenticeship program has a legitimate business interest in the clients' goodwill associated with the marketing area in the Province of British Columbia.
- b) Necessity:** The parties agree that a restrictive covenant is reasonably necessary to protect these legitimate business interests.
- c) No solicitation / No acceptance:** During the term of this agreement and for a period of two years from the end of a Student's participation in the programs with the Apprenticeship program, the Student agrees to refrain from and not to, directly or indirectly as independent contractor, employee, consultant, agent, partner, joint venture, or otherwise:

- i) Solicit or counsel any person that the Student knows or reasonably should know is a Student or was a Student of the apprenticeship program within the preceding two year period, to terminate any business relationship with the apprenticeship program and/or commence a similar business relationship with any other individual or business entity;
  - ii) Accept, with or without solicitation, any business from any person, that the Student knows or reasonably should know is a Student or was a Student of the apprenticeship program within the preceding two year period, regardless of such person's or entity's location; or
  - iii) Solicited any of the employees, affiliates, or agents of the apprenticeship program regardless of such person's or entity's location, to terminate any business relationship with the Apprenticeship program.
- d) Non-Competition:** during the term of the Student enrolment in classes with the Apprenticeship program and once \_\_\_\_\_ is no longer attending classes with the Apprenticeship program, they agrees that for a period of six months immediately after completing her course work with Labyrinth Tattoos, they will not directly or indirectly own, manage, operate, control, be employed by, act as an agent for, participate in or be connected in any manner with the ownership, management, operation or control of any business of apprenticeship program of Body Tattooing. When \_\_\_\_\_ is no longer with Labyrinth Tattoos, they agree not to open any establishment or business pertaining to any type of tattooing within a five mile radius of Labyrinth Tattoos for a period of five years.
- e) Enforcement:** \_\_\_\_\_ agrees damages at law will be an insufficient remedy to the apprenticeship program if they violate the terms of these Restrictive Covenants, and that the apprenticeship program would suffer irreparable damages as the result of such violation. Accordingly, \_\_\_\_\_ agrees that the Apprenticeship program shall be entitled, upon application to a court of competent jurisdiction, to obtain temporary and permanent injunctive relief to enforce the provisions of this Agreement, which injunctive relief shall be in addition to any other rights or remedies available to apprenticeship program. The period of time during which the Student is restricted from engaging in the business practices described herein shall by any length of time during which the Student is in breach of such restrictions.
- f) Construction:** These Restrictive Covenants shall be construed in favour of providing reasonable protection to the apprenticeship program's legitimate business interests. The existence of any claim or cause of action that the Student may have against the Apprenticeship program shall not constitute a defence to the enforcement of these covenants by apprenticeship program. Furthermore, Student agrees that if any portion of the covenants set forth herein are held to be unreasonable, arbitrary or against public policy, then such portion of the covenants shall be considered divisible as to time, geographic area or condition. If any court of competent jurisdiction determines the specified time period or the specified geographical area to be unreasonable, arbitrary or against public policy, then a lesser time period or geographical area, which is determined to be reasonable, not arbitrary and not against public policy, may be enforced against Student. Student agrees that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent

of the business of the apprenticeship program and the Students enrolment in the Apprenticeship program. The waiver by the apprenticeship program of Student's breach of any provisions of the foregoing covenants shall not be construed as a waiver of any other provisions hereof or of any subsequent breach by the Student.

**13 Notices:** Any and all notices, designations, consents, or any other communication provided for herein, shall be given in writing, by registered or certified mail, return receipt requested, and which shall be addressed to the residence in the case of Student, or to the principal office in the case of the Apprenticeship program.

**14 British Columbia Law:** This agreement shall be construed pursuant to the law of the Province of British Columbia

**15 Binding Effect, Continuance, and Assignability:** The rights, responsibilities and duties of the signatories to this Agreement and the covenants contained in this Agreement, shall continue to bind the signatories, shall continue in full force and effect until every obligation of the signatories pursuant to this Agreement shall have been fully performed, and shall be binding and enforceable upon the successors and assigns of the signatories. The obligations of the Student under this Agreement, including but not limited to those in the Resident Covenants, may be assigned by Apprenticeship program without the authorization or consent of the Student.

**16 Paragraph headings:** Each paragraph heading contained in this Agreement is used for convenience purposes only and is not intended to define, expound upon or limit the provisions which immediately follow such paragraph headings

**17 Costs and Attorney's Fees:** If the obligations of the party(s) expressed in this Agreement are the subject of litigation, the prevailing party(s) in such litigation shall be entitled to recover from the other party(s) who loose to the prevailing party(s) in such litigation all reasonable costs and expenses related to such litigation, including reasonable attorney's fees and cost of appeal. The authority presiding over such litigation shall determine which party, if any, is the prevailing party and which party, if any, is the losing party.

**18 Disclaimer:** A STUDENT'S ATTENDANCE AND/OR COMPLETION OF THE COURSE DOES NOT GUARANTEE THAT A STUDENT WILL BE ABLE TO PRODUCE THE EXACT SAME RESULTS AS THE FACULTY AND STAFF OF THE APPRENTICESHIP PROGRAM OR GUARANTEE THAT THE STUDENT WILL BE ABLE TO EARN A LIVING BY SELLING THEIR SERVICES TO CUSTOMERS.

STUDENT ACKNOWLEDGES THAT THIS IS A LEG ALL Y BINDING AGREEMENT AND THAT HE/THEY HAS READ THIS ENROLLMENT AGREEMENT, EXHIBIT A, AND EXHIBIT B, IN THEIR ENTIRETY, THE PROVISIONS OF WHICH HE/THEY ACCEPTS

**Student signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

## **EXHIBIT A: TRAINING PROGRAM**

### **1 TATTOO HISTORY**

- a) The coil machine
- b) Hand methods
- c) Needles

### **2 EQUIPMENT**

- a) Various types of machines
- b) Various hand tools
- c) How to set up your equipment
- d) How to adjust your equipment
- e) How to repair your equipment
- f) Different power sources and operation

### **3 STERILIZATION AND BARRIER CONTROLS**

- a) Cold sterilization
- b) Dry heat
- c) Gas
- d) Autoclave

### **4 TECHNIQUES**

- a) Lining
- b) Shading
- c) Color
- d) Black and grey scale

- e) Blood lines
- f) Reading skin types
- g) Scar camouflage
- h) Color mixing
- i) What not to use
- j) Shelf life
- k) Needle configuration
- l) Types of needles
- m) Tubes, tips and grips
- n) Pin-ups
- o) Portraits
- p) Animals
- q) Realistic – Advanced Tattooing

I, \_\_\_\_\_ understand and agree that learning to master the art of tattooing is a challenge and time consuming process and each Student will possess different abilities and skills and therefore will progress through the stages of training at different times.

**THE APPRENTICESHIP PROGRAM RESERVES THE RIGHT TO MAKE CHANGES IN THE COURSE CONTENT AS IT DEEMS NECESSARY IN ITS SOLE DISCRETION**

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## **EXHIBIT B: APPRENTICESHIP PROGRAM POLICIES AND PROCEDURES**

In order to protect both the instructors and Students of the Apprenticeship program, the Student agrees to abide by the following policies and procedures. The Student understands and agrees that in the event that a Student fails to abide by the Policies and Procedures, the Apprenticeship program may in their sole discretion bar the Student from participation in any future classes of the Apprenticeship program. No refund will be paid to a Student who is dismissed from the Apprenticeship program for failing to abide by the policies and procedures set forth herein.

- 1 All Students agree** to follow the Apprenticeship program's specialized teaching techniques. The Apprenticeship program has developed a unique teaching technique which must be precisely

followed for a Student to get full benefit of the class lessons

- 2 **All Students agree** that during their time attending the Apprenticeship program that they will not attend any other type of Apprenticeship program of Tattooing or receive any other type of similar instruction, because it will have an adverse affect on the Apprenticeship program's ability to teach the Student
- 3 **All Students agree** to complete all exercise and other work assigned to them by instructors during class
- 4 **All Students agree** to complete all homework, which may include both exercises and reading assignments.
- 5 **TATTOOING OF HUMAN SKIN/LIVE MODELS.** The Student agrees and understands that under no circumstance will the Student under any circumstances attempt any type of procedure on human skin until they have received and authorization from the Apprenticeship program. Additionally, the Apprenticeship program's authorization to proceed to human skin is not a guarantee the Student's procedures will provide desired results.

**IN THE EVENT THE STUDENT BREACHES ANY OF THE APPRENTICESHIP PROGRAM'S POLICIES AND PROCEDURES,  
THE APPRENTICESHIP PROGRAM RESERVES THE RIGHT TO IMMEDIATELY DISMISS THE STUDENT FROM THE APPRENTICESHIP PROGRAM AND BAR THE STUDENT FROM ATTENDING ANY FUTURE CLASSES AT THE APPRENTICESHIP PROGRAM**

**Student signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Witness #1 signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

*Apprenticeship program's Authorized Representative:*

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_