



ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

I, _____, and the Aveda Institute, agree as follows:

_____1: Unless otherwise prohibited by Items 11 & 12, below, any dispute I may bring against the Aveda Institute, or any of its parents, subsidiaries, officers, directors, or employees, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration conducted by the American Arbitration Association (the "AAA"), under its Consumer Arbitration Rules ("Consumer Rules"), and decided by a single Arbitrator. The arbitration hearing will be conducted in the county in which the Aveda Institute is located.

_____2: The Federal Arbitration Act ("FAA") shall govern the interpretation, scope, and enforcement of this Agreement. Any and all disputes concerning the interpretation, scope, and enforcement of this Agreement shall be decided exclusively by a court of competent jurisdiction, and not by the Arbitrator.

_____3: Both the Aveda Institute and I explicitly waive any right to a jury trial for all claims. I understand that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction.

_____4: This Agreement does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of the small claims court's jurisdiction.

_____5: The costs of the arbitration filing fee, Arbitrator's compensation, and facilities fees that exceed the applicable court filing fee will be paid by the Aveda Institute.

_____6: I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, consolidated or joint action.

_____7: Any remedy available from a court under the law shall be available in the arbitration.

_____8: I may, but need not, be represented by an attorney at arbitration.

_____9: Except as specifically required by Federal law and/or the laws of the State in which the Aveda Institute is located, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined.

_____10: I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. I shall disclose this document to the AAA if I file an arbitration.

_____11: The Aveda Institute ("We") agrees that this Agreement cannot be used to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court, or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Direct Loan or our provision of educational services for which the Direct Loan was obtained. We agree that the court has exclusive jurisdiction to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

_____12: We agree that neither we nor anyone else will use this Agreement to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim, or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to lawsuits concerning other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

_____13: If any part of this Agreement is declared unenforceable or invalid, it shall be severable, and the remainder of this Agreement shall continue to be valid and enforceable.

_____14: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State in which the Aveda Institute is located.

I have had an opportunity to fully read and understand this entire agreement. By my above initials and my below signature, I certify that I have read, understand, and agree to the terms of this agreement.

Student Signature

Date

Parent/Guardian Signature*

Date

*if the Student is under 18 years old a legal guardian must sign

Aveda Institute Licensed Agent

Date

