



**North Carolina Board of Barber Examiners  
BARBER SCHOOL PERMIT APPLICATION**

7001 Mail Service Center, Raleigh, North Carolina 27699-7000  
Phone (919) 814-0640 • Fax (919) 981-5068  
barbers.nc.gov • barberboard@nc.gov

**STOP! PLEASE READ BEFORE YOU BEGIN!**

- This application is five pages long, plus an attachment. Please make sure you complete the entire application.
- Please make sure your information is legible.
- Send the completed form to the address listed above.
- If you have any questions, please contact us using the information above.

**SCHOOL INFORMATION**

**1. Name of barber school.** Please provide the name of the barber school.

\_\_\_\_\_

**2. Date ready for inspection.** \_\_\_\_\_

**3. School physical address.** Please indicate the physical address for the school.

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ ZIP: \_\_\_\_\_

**4. School mailing address.** Please indicate the mailing address for the school, if it's different than the physical address. If the mailing address and physical address are the same, you can skip this question.

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**5. Other contact information (optional).** We encourage you to provide up-to-date telephone, fax, or email information, if available.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**6. School owner.** Please indicate the name and mailing address of the school owner.

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**7. School manager.** Please provide the name, license number, and mailing address for the school manager. The manager must be a barber instructor with a current license issued by the board.

Name: \_\_\_\_\_

Barber instructor license number: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**8. Barber instructors.** Please list the barber instructors who will work at the school, apart from the manager listed in the previous question. You don't need to use all instructor sections if you don't have as many instructors as listed here. If you have more than three instructors, you may attach an additional sheet.

Instructor 1 name: \_\_\_\_\_

Barber instructor license number: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Instructor 2 name: \_\_\_\_\_

Barber instructor license number: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Instructor 3 name: \_\_\_\_\_

Barber instructor license number: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**9. Physical dimensions of the school.** Length: \_\_\_\_\_ Width: \_\_\_\_\_

**10. Chairs, tool cabinets, and sinks.** Please provide the quantity of each of the following in the school.

Barber chairs: \_\_\_\_\_

Towel cabinets: \_\_\_\_\_

Sinks: \_\_\_\_\_

### GUARANTY BOND OR ALTERNATIVE

**11. Bond or alternative.** You must provide a copy of the guaranty bond or alternative to a bond required by G.S. 86A-22(7)(a) or a request for a waiver under G.S. 86A-22(7)(c). (Almost all schools provide a guaranty bond.) Please use the attached form. The guaranty bond must be filed in the superior court of the county in which the school is located.

Have you included the bond or alternative with this application?     Yes     No

Did you file the bond in the appropriate superior court?     Yes     No

## EMPLOYEE CLASSIFICATION

You must read the Public Notice Statement below and answer the two questions below. Please note that if you answer Yes to the second question, you must submit documentation. **Your application will not be processed without this information.**

1. Have you read and understood the Public Notice Statement below?

Yes       No

2. Have you been investigated for employee misclassification?

Yes       No

Please note: if you responded Yes to having been investigated for employee misclassification, you must submit the results of the investigation for review.

### **Public Notice Statement Required by N. C. Gen. Stat. § 143-789(a)(5)**

*Any worker who is defined as an employee by N.C. Gen. Stat. §§ 95-25.2(4) (NC Department of Labor), 143-762(a)(3) (Employee Fair Classification Act), 96-1(b)(10) (Employment Security Act), 97-2(2) (Workers' Compensation Act), or 105-163.1(4) (Withholding; Estimated Income Tax for Individuals) shall be treated as an employee unless the individual is an independent contractor. Any employee who believes that the employee has been misclassified as an independent contractor by the employee's employer may report the suspected misclassification to the Employee Classification Section within the North Carolina Industrial Commission.*

*Employee Classification Section  
North Carolina Industrial Commission  
1233 Mail Service Center  
Raleigh, NC 27699-1233  
Telephone: (919) 807-2582, Fax: (919) 715-0282  
Email: [emp.classification@ic.nc.gov](mailto:emp.classification@ic.nc.gov)*

**NOTE:** don't send this form to the address on the left. Only use that address to report suspected misclassification. Send this form to the address at the top of the front page.

*Employee misclassification is defined as avoiding tax liabilities and other obligations imposed by Chapter 95, 96, 97, 105, or 143 of the North Carolina General Statutes by misclassifying an employee as an independent contractor. N.C. Gen. Stat. § 143-786.*

## FEE

The following fees must be paid before the board can issue a permit. You are only required to pay the inspection fee at this time, but the school can't operate until the permit fee is paid as well. You are welcome to submit both fees with the same payment.

- Inspection fee: \$220.00
- Permit fee: \$130.00

Have you included the fee(s) with this application?                       Yes             No

## SCHOOL HANDBOOK AND ENROLLMENT AGREEMENTS

Before you can enroll students, you must submit your school handbook with at least the following items. You don't have to submit this handbook with your application, and we can issue a school permit without it. But you won't be allowed to enroll students or receive student permits until we have it.

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Enrollment agreement;</li><li>• Tuition fee schedule;</li><li>• Any monetary penalties and fees;</li><li>• Reimbursement policies;</li><li>• School rules and regulations;</li></ul> | <ul style="list-style-type: none"><li>• Tardiness and absenteeism policies;</li><li>• Syllabus or list of the school curriculum; and</li><li>• Grading system.</li></ul> |
|--|--|

I understand that I must submit the handbook before I can enroll students, and I won't receive any student permits until I submit it.     Yes             No

## ATTESTATION

I, \_\_\_\_\_, the applicant, declare that I am the person making this application, that I have read the application in its entirety and understand its contents, and that all the statements made in this application are true and correct.

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_



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 hereinabove, 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 hereinabove 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 hereinabove.

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 purposed 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