

**YARNELL STUDIO & SCHOOL OF FINE ART LLC**  
**Terms and Conditions – Yarnell Certified™ Artist Program (YCAP)**

**Please read carefully, sign, date, and fax or email a copy of this document to YARNELL STUDIO & SCHOOL OF FINE ART LLC at 918-512-4118 or [yca@yarnellschool.com](mailto:yca@yarnellschool.com).**

These terms and conditions are based on the *Yarnell Certified™ Artist Program* (hereafter YCAP) as of this writing and Yarnell Studio & School of Fine Art LLC (hereafter Yarnell) reserves the right to make changes to its website ([YarnellSchool.com](http://YarnellSchool.com)), its policies, and these terms and conditions at any time. If any of these terms or conditions shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

**RESPONSIBILITY**

The YCAP is designed to further your ability as an artist. And while Yarnell hopes that you will be able to increase your income by entering art shows, winning awards, and increasing painting sales, Yarnell makes NO GUARANTEE of these outcomes.

**FEES AND REFUND POLICY**

You are required to pay for the entire program before your access to the *Yarnell Certified™ Artist Program (YCAP)* webpage will be activated and the YCAP made available to you. The cost of the YCAP is non-refundable. No refunds will be granted for any reason.

**METHODS OF PAYMENT**

Purchase transactions of YCAP categories (i.e., Landscape I, Landscape II, Birds and Animals I, etc.) will be made via the online store of [YarnellSchool.com](http://YarnellSchool.com) website. Visa, MasterCard, Discover, and Cashier's (Certified) Check are the accepted methods of payment. All online orders are processed through SSL encryption to protect your credit card information during your online transaction. All prices and figures are listed in US Dollars.

**CRITIQUE SESSIONS**

As a purchaser, you understand that the entire YCAP will be conducted online, and your feedback from Jerry Yarnell (hereafter Jerry) will be provided via [YarnellSchool.com](http://YarnellSchool.com) website infrastructure. All critiques are done on a first-come-first-serve basis. Because Jerry is the only artist critiquing, he will provide the very best professional feedback in the most expeditious, timely fashion. In most cases feedback will be provided within 7 business days (Business days are defined as Monday-Friday); however in some cases and because of Jerry's schedule, critique session feedback may take slightly longer.

**PERIOD ALLOWED TO COMPLETE EACH YCAP CATEGORY**

Students who register and pay for any of the categories (i.e., Landscape I, Landscape II, Birds and Animals I, etc) of artist certification are given two (2) years from their "activation date" to finish the certification category. After two years in the same Category, you will no longer be considered an active student of YCAP and your access will be disabled.

**STUDENT CODE OF INTEGRITY AND RESPONSIBILITY**

The YCAP is designed to further your ability as an artist. Achievement of this mission is dependent upon the development of autonomous thought and respect for the ideas of others. Your account will be disabled and/or terminated without refund if you are caught in any form of dishonesty, including but not limited to, Plagiarism. Plagiarism is the intentional or unintentional representation of another's work or ideas as one's own in an YCAP exercise or presenting work as the student's own that has been prepared in whole or part by someone other than that particular student. This includes the purchase and/or sharing of work.

**ACCOUNT POLICY**

Yarnell reserves the right to de-activate or remove any user accounts provided at [YarnellSchool.com/YCAP](http://YarnellSchool.com/YCAP)

without notice if user has provided wrong information, has violated common Internet policies, has violated any of the terms and conditions contained in this document, or if the account has been inactive for more than two (2) YEARS.

### **TRANSFER OF MEMBERSHIP**

Students who register in the YCAP may not transfer their registration to any other individual at any time.

### **COMPUTER LITERACY IS A PREREQUISITE OF YCAP**

All categories of the YCAP certification activities are conducted online. Therefore students must either (1) be computer literate, i.e., knowledgeable in the use of uploading their own photo files as well as possessing the ability to access the YCAP site, and remember access (logins), access assignments, etc., or (2) have ready access to someone who is computer-literate who will be immediately accessible to you throughout your YCAP studies.

Yarnell will not provide basic computer training; students are expected to be computer literate in order to participate in the YCAP. No assignments will be accepted via US mail or hand-delivered.

### **YCAP MATERIALS**

None of the YCAP contents, instructional materials, and painting assignments can be used or reproduced for any commercial purposes. Students may not place any of their completed painting assignments on the Internet or on any social media networks. Refer to YCAP FAQs for further clarification in this regard.

### **YCAP STUDENT CONTENT**

All student content, photos, and painting assignments may be used by Yarnell to highlight and showcase your work and talent on [YarnellSchool.com](http://YarnellSchool.com), face book, print materials, etc. Yarnell reserves the right to use all your contents royalty free.

### **ACT OF GOD**

Unless there are unforeseen circumstances beyond our control, Jerry will be available to critique your work as long as he is physically and mentally capable.

### **YCAP ACCESS**

Although Yarnell aims to offer you the best service and experience possible, Yarnell makes no promise that the services available at YCAP will always meet your requirements or expectations. Yarnell cannot guarantee that the Service will be always fault-free. If a fault or issue occurs with the Service, you should report it to [ycp@yarnellschool.com](mailto:ycp@yarnellschool.com) and Yarnell will make our best effort in the most reasonable time and manner. Your access to YCAP may be occasionally restricted to allow for repairs, maintenance, or the introduction of new facilities or services. Yarnell will post notice for scheduled repair and maintenance of service. Yarnell will attempt to restore the Service as soon as Yarnell reasonably can.

### **ELECTRONIC COMMUNICATIONS**

When you visit [YarnellSchool.com](http://YarnellSchool.com) and/or any of our other approved affiliated websites or send e-mail to us, you are communicating with us electronically. By registering at our website or purchasing from our shopping cart, you consent to receive communications from us electronically. Yarnell will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that Yarnell provides to you electronically satisfy any legal requirement that such communications be in writing.

### **ACKNOWLEDGEMENT**

By my signature below, I acknowledge that I have read, understand, and agree to the above terms and conditions as explained above including the **"FEES AND REFUND POLICY"**, the requirements of the Certification Category for which I am registering, and that my Final Certification in any YCAP Category solely depends on completing all course assignments to the reasonable standard that is set forth by Jerry and the YCAP.

I certify that I am the cardholder of the credit card used to pay for the \_\_\_\_\_ category of the YCAP, and I have provided my current billing address along with any requested identification during the transaction of this purchase.

Further, I understand that following my tuition payment, my access to the YCAP webpage will not be activated until I have signed, dated, and faxed or emailed this *Terms and Conditions* document to Yarnell at **918-512-4118** or email at **ycp@yarnellschool.com**

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

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

**Date** \_\_\_\_\_

**Billing Address** \_\_\_\_\_

