

Congratulations on taking this BOLD step forward for your yoga practice and for your life! We are excited to get started with you!

Please read the below contract and sign the agreement prior to our first call. We are required to share the legal information, terms, policies, and limitations below. The materials are necessary and standard in all reputable business transactions. Thank you for understanding and taking the time to review.

This Agreement is for Angie's signature Yoga Immersion & Mentoring (this "Agreement") is effective as of the date given on the signature page below, and is between you as a participant ("You") and Angie Follensbee-Hall and Jai Studios LLC ("We" or "Us") as of \_\_\_\_\_ (the "Effective Date"). You also agree to abide by our "Policies and Procedures" that are attached to this Agreement. If we update our Policies and Procedures, we'll let you know.

We will be providing you with the following services (the "Program"). Yoga Immersion & Mentoring, 3 month spiritual mentoring, 9 customized sessions (60 minutes each), Attunement & Reiki Energy Healing, Asana, Pranayama, Meditations, Ayurvedic support and meal plans, Content, Recordings, Practice, Reading, Access to me for support via email and voice memo

Start Date End Date

**Choose Payment:** 

**Investment:** The Program Fee for the Program is \$1500

Payments: You may pay the Program Fee up front as above or in 3 payments of \$550

Those are the only two options. Payment is done through Stripe and is automated, there are no early payoffs. We do not offer refunds, see information below.

By signing below, the Parties agree to the terms of this Agreement.

Client Signature of Agreement & date

Owner Signature of Agreement & date — Angie Follensbee-Hall

## Terms and Policies of Jai Studios LLC and Angie Follensbee-Hall

<u>What we will not do</u>: We will/do not (1) do not provide any medical advice (2) do not perform or provide any legal or business management functions related services or advice (3) do not act as a therapist or provide psychological counseling, psychoanalysis or behavioral therapy. (4) do not act as a Guru—this is a sacred Sanskrit word and we do not pretend to be a Guru.

**Installments.** If you are paying in installments, each installment will be due on the same day each month as the day on which you made your first monthly payment (for example, if you sign up for the Program and make your first payment on the 15th, your remaining 2 installments will be due on the 15th of each of the next 2 months). You authorize us to automatically charge the credit card on file for each installment or any and all Program Fee balances owed. Please keep all payment information current and the financial account associated with your credit card adequately funded to satisfy the Program Fee. A \$30 late fee will be charged for payment not received, or unable to be processed, by each installment due date.

<u>Payment Disputes</u>. If you have a dispute concerning any payment transaction, please contact us at angie@jaistudios.com.

Late or Declined Payments. Please contact Angie if you have payment issues. Late or declined payments may result in termination of agreement and mentoring.

REFUND POLICY: We are sorry, there are NO refunds are given. Payments and deposits are non-refundable. You are responsible for the full Program Fee, regardless of whether you actually attend or complete the Program, and regardless of whether you have chosen a 1-lump sum or multiple payment plan.

No refunds will be issued or monthly payments forgiven.

**Term; Cancellations; Default.** This Agreement will be in effect until the earlier of: the completion of our final session OR the End Date, whichever is sooner. Note that if you have not completed your sessions with me by the End Date, the remaining sessions will expire. See our refund policy above for more information on what you can expect if you want to cancel this Agreement early. If you elect to terminate the coaching relationship, you should notify Angie via email. If you have not paid your coaching fee in full by that point, you owe Angie Follensbee-Hall and Jai Studios LLC the rest of all fees promised within the following ten days of termination.

**Early Closure**: If we feel that working together is not benefiting you, or if you are not following through with recommendations provided, we may close the coaching relationship at any time upon five days' written notice to you (via mail or email). Any fees that you have already paid for future coaching will be refunded based on a prorated basis per week of unused time. In the event that you owe any fees to Angie Follensbee-Hall and Jai Studios LLC at the time of termination, you will pay them immediately within ten days of termination.

**Your responsibilities**: The Program requires a commitment of time, co-operation, and participation. You commit to full participation in the Program and understand that it is up to you to do the work. You agree to perform all tasks assigned by the Program within the timeframes

discussed in the Program, and to provide all assistance and cooperation in order to complete the Program in a timely and effective basis. You are solely responsible for implementing any of the ideas generated in the Program. If we cannot perform our obligations under this Agreement because of a delay by any act or omission by you, we will not be deemed to be in breach of our obligation under this Agreement or responsible for any losses you may incur as a result of such delay.

**Confidentiality:** We will hold the data and information you provide to us during your participation in the Program, as well as the fact that you are participating in the Program as proprietary, sensitive, and confidential in nature during the Term of this Agreement as well as after termination. As such, we will not share such information with any party without express written consent from you (with email being an acceptable form), unless otherwise required to do so by law or if we reasonably believe you pose a danger to yourself or to others. The Program content and materials are confidential and you agree not to share the Program content and materials with third parties.

Ownership and Nondisclosure of Coaching Materials: Materials are proprietary, please do not share.

**Non-Disparagement:** Each party will not make any false, disparaging, or derogatory statement in public or private regarding the other party, its employees, contractors, or agents.

## **Disclaimers:**

<u>Personal Responsibility</u>: You understand that you are 100% responsible for your own progress and results. We cannot make any guarantees as to the results, including financial or other gains, of the Program. You agree to take responsibility for your own results, and you understand that dissatisfaction with our independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned. If we recommend or refer you to a third-party service provider, for example a social media support person or virtual assistant, we are not responsible for their work.

This Program Is Not Therapy or Medical Treatment. You understand that the Program does not involve the diagnosis or treatment of physical or mental disorders as defined by the American Psychiatric Association and that this Program is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment or other professional advice, and it is your exclusive responsibility to seek such independent professional guidance as needed. You understand that we are not acting as a psychiatrist, psychologist, therapist, counselor, or social worker, or a physician, physician's assistant, advanced practice nurse, or a registered dietician or licensed nutritionist, or member of the clergy. We are not attempting to diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Any advice given by us is not meant to take the place of advice by a licensed healthcare professional. If you feel unwell, or otherwise in need of professional counseling or therapy, it is your responsibility to seek licensed professional help. If we reasonably believe that your needs are for licensed professional help and/or medical treatment, we reserve the right to cancel or postpone the Program until you receive or appropriate medical treatment. If you are under the care of a health care professional or currently use prescription medications, you should discuss any dietary changes or potential dietary supplements use with your doctor, and should not discontinue any prescription medications without first consulting your doctor.

<u>For Food and Health-Related Coaching</u>: Our role in the Program is not to prescribe or assess micro- and macronutrient levels. Rather we will serve as a mentor and guide trained in holistic

health coaching to help clients reach their own health goals by helping clients devise and implement positive, sustainable lifestyle changes.

Other Disclaimers: We do not warrant that access to our website, Facebook, or any third party service provider we use to deliver the Program will be uninterrupted or error free. We are not liable for any default due to acts out of our control, including but not limited to - an act of God, pandemic, epidemic, civil unrest, terrorism, war, strike, fire, flood, hurricane, or industrial action. You agree to indemnify us and our employees, contractors, agents, officers and other designees for any claim arising directly or indirectly from your acts and omissions related to your involvement with the Program and use of our website and the private Facebook group.

**Release:** You understand that there may be a risk to your health in trying new foods and supplements, and in making lifestyle changes, for example allergic and physiological reactions, and you assume these risks. You release us from any and all liability, damages, causes of action (including for negligence), allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which you have ever had, now has or will have in the future against us, arising from your past or future participation in, or otherwise with respect to, the Program, unless arising from our intentional misconduct.

We give no warranties with respect to any aspect of the Program or any materials related thereto or offered in connection with the Program and, to the fullest extent possible under the laws governing this Agreement, disclaim all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability.

**LIMITATION OF LIABILITY:** IN NO EVENT WILL OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE PROGRAM FEE.

**Dispute Resolution:** The Parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through e-mail, telephone or video communications ("Electronic Communications"). The Parties further agree that their respective good faith participation in any Electronic Communications in an attempt to resolve the dispute is a condition precedent to pursuing any other available legal or equitable remedy, with the exception of our right to enforce your payment obligations as set forth in this Agreement. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.