

## **VIRTUAL SUZY SCHOOL AGREEMENT**

This Agreement is between Suzy School (hereafter “Company”), and the purchaser (hereafter “Client”), who has purchased access to Sophomore Suzy School and Company has agreed to provide services according to this Agreement.

### **1. Scope of Class**

Sophomore Class will take place for six consecutive weeks. The Class includes pre-recorded teachings from Suzy, a printable workbook, and pre-recorded mindset calls with Suzy. There will be no live coaching or 1-on-1 communication before, during or after the Class dates.

### **2. Fees**

In consideration for the class services provided by Company, Client agrees to pay the event fee in total.

Client agrees to pay (6) six payments of \$325. In the event Client elects a payment plan, the payments will be deemed a non-refundable, non-transferable retainer. If a payment plan is elected, all payments must be made in a timely manner. Company reserves the right to invoice any failed payments. If payment is not made within 15 days after the date of the invoice, Company may impose a late fee of \$50.00. If Company has not received payment from Client more than 30 days after the date of the invoice, Company may assess five percent simple interest on the unpaid invoice.

After 30 days of outstanding payment, Suzy School reserves the right to send Client to collections, upon which Client will owe the total amount of any outstanding payments plus any collection costs including reasonable attorney’s fees.

### **3. Reservation, Cancellation, and Refund**

Client shall reserve a seat in Class by signing this contract and paying the fee indicated in Section 2. No spot is reserved until the contract and fee are received. The full fee is non-refundable. If for any reason Client cancels their spot at any time, Company does not offer refunds.

### **4. Taxes**

The fees in Section 2 may be subject sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to me in addition to the fees.

## **5. Communication**

All questions, concerns, feedback and Class related questions shall be directed towards hello@suzyschool.com and will be answered by Company during its business days Monday thru Friday, 9am-4pm, MDT. Company typically replies to emails within 72 business hours.

## **6. Cancellation by Company or Client**

In the event Company cancels the Class, Company will give Client at least 7 days written notice before the Class start date. A full refund of the Class fee will be given to Client in the event of cancellation. Company is not liable for loss of any additional fees.

In the event Client cancels this Agreement or is unable to attend the Class for any reason whatsoever, no refund will be given. Client may sell his/her Class ticket with the express consent of Company.

## **7. Waiver of Liability**

Client voluntarily signs this waiver in consideration for the Class indicated above. Having read and signed this waiver, Client acknowledges that for himself/herself, Client's heirs, executors, administrators, representatives, or anyone else who might claim on Client's behalf, hereby waives, releases and discharges Company and its officers and directors, staff, employees, agents and volunteers from and against any blame and liability for any injury, harm, loss, inconvenience, or any other damage of any kind whatsoever, which may result from or be connected in any way to Client's participating in the Class, and Client agrees to hold them harmless from any such claim(s). In addition to the absolute and unqualified release from all liability, Client hereby represents that Client will conduct herself/himself in a safe and prudent manner while participating in the Class. Company reserves the right to cancel an activity or release a participant if it feels the participant's conduct is inappropriate or disruptive. Client is aware that by signing this, Client is waiving certain legal rights, including the right to sue Company or its officers and directors, staff, employees, agents and volunteers.

## **8. Maximum Damages**

Client agrees that the maximum amount of damages she is entitled to in any claim relating to this Agreement or services provided in this Agreement are not to exceed the total cost paid to Company or promised to be paid to Company for participation in the Class.

## **9. Indemnification**

Client agrees to indemnify and hold harmless Company, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees and officers from any and all claims, causes of action, damages or other losses arising out of, or related to, the services provided in this Agreement, including all actions, causes of action, injuries, claims, negligence, costs or expenses, arising out of or related to Client's participation in services and any related

activities, including by not limited to riding in cars with Company employees, contractors, subcontractors, or other Class participants. In the case of in-person meetings or consulting, including the live Class, Client agrees to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees or other losses as a result of accident or negligence on behalf of the parties to this Agreement, or if no insurance is secured, Client waives its right to directly or indirectly ask or force Company to pay for any such damages.

## **10. Guarantees**

Company does not make any guarantees as to the results, including business growth, increased followers, financial or other gains, of any services or information provided during the Class. Company agrees to provide the services listed in this Agreement on the day of the Class, but not before or after the Class date. Client agrees to take responsibility for Client's own results.

## **11. Release & Reasonable Expectations**

Client has spent a satisfactory amount of time reviewing Company's business and has a reasonable expectation that Company's services throughout the Class will produce different outcomes and results for each Client. Client understands and agrees that:

- Every client and final result is different.
- Business coaching and/or consulting is a subjective service and Company may give different information to each Client depending on his/her needs and business needs.
- Company will use its personal judgment to create favorable experiences at the Class, but that each topic covered at the Class may not be applicable to each Client depending on his/her business needs at that time.
- Dissatisfaction with Company's independent judgment or individual coaching style are not valid reasons for termination of this Agreement or request of any monies returned.

## **12. Force Majeure**

If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, pandemic, government restrictions, acts of God, death of him/herself or a family member, war, terrorism, pregnancy, or a similar occurrence or condition beyond the reasonable control of the parties, the party so affected shall, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

## **13. Duty of Company**

Company agrees to perform at the Class to the best of its abilities. Company reserves the right to change the Class schedule, sessions, speakers, food, and bonuses at any time. If Company is

unable to perform any or all of the duties herein due to an act of God, illness, family emergency, or similar situation, it shall strive to provide another competent professional to perform the Class, and if none is available, Company will cancel the Class, refund Client, and is not liable for any further damages.

#### **14. Duty of Client at Class**

Client shall act respectfully at the Class and in accordance with this Agreement. Client shall refrain from crude behavior. During Client's participation in the Class, every participant will be treated with respect, regardless of their chosen philosophy and if Client agrees with their approach or not. Bullying is grounds for dismissal from the Class with no refund. Bullying is not allowed under any circumstances whether verbal, audio, video or in writing. Company retains the right to ask Client to leave the Class early if Client's behavior is unacceptable.

All information and conversations held inside the Class group are confidential. You must respect the privacy of the group members.

#### **15. Confidentiality**

Client understands that certain information of a confidential nature may be disclosed by the Company, presenters or other participants during the Class, to include personal information, tools, processes, strategies, materials, slides, and other business trade secrets. Client will not intentionally disclose this confidential information to any third party or use the confidential information for his/her own benefit without specific approval by Company.

ALL WRITTEN MATERIALS PROVIDED BY SUZY SCHOOL ARE CONFIDENTIAL AND IF SHARED THE COMPANY MAY PURSUE LEGAL ACTION.

#### **16. Disclaimer**

Client agrees and understands Company is not providing the professional services of an attorney, accountant, nutritionist, financial planner, therapist or any other kind of licensed or certified professional. Should Client desire professional services that exceed the scope of this Agreement, Client must sign a letter of engagement of said professional services with the appropriate service provider. No legal, financial, accounting, nutritional or other kind of professional advice will be given without entering into such a relationship via the letter of engagement referenced immediately above.

#### **17. Assignability and Parties of Interest**

Client shall not assign, sub-contract, substitute, or hire any third party to take the place of Client in performance of this Agreement without the express consent of Company.

## **18. Entire Agreement**

This is a binding Agreement that incorporates the entire understanding of the parties, supersedes any other written or oral agreements between Client and Company, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

## **19. Venue and Jurisdiction**

The laws of the State of Colorado shall govern this contract, and any resulting arbitration shall take place within Jefferson County, Colorado. Both parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement become necessary.

## **20. Mediation and Arbitration**

Any and all disputes or disagreements arising between the parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided first by mediation, and if mediation is unsuccessful, then arbitration in accordance with the procedural rules of the American Arbitration Association. The parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Jefferson County, Colorado, unless another location is mutually agreed to by the parties. The cost and expenses of the arbitrators shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

## **21. Severability**

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

## **22. Counterparts; Facsimile Signatures**

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the parties. The parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the parties' signatures, may be used as the original.

## **Agreement**

By completing this purchase, I acknowledge that I have read, understand, and agree to the terms and conditions of this Agreement.