

IN-PERSON WORKSHOP AGREEMENT

INTIMATE IN-HOME RETREAT

This Agreement is between Suzy School (hereafter “Company”), and the purchaser (hereafter “Client”), who wishes to participate in an in-person workshop from March 6-8, 2023 in Phoenix, Arizona, and Company has agreed to provide services according to this Agreement.

1. Scope of Retreat

The Retreat will take place from March 6-8, 2023 in Phoenix, Arizona. The Retreat includes coaching, speakers, breakouts, meals and some photographic content with copyright release during the dates Client is in attendance. There may be group coaching prior to the Retreat but no 1-on-1 communication after the Retreat dates.

2. Fees

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

Client may either (1) pay the full fee of \$8000; or (2) an initial payment of \$1500 followed by seven payments of \$1000. In the event Client elects a payment plan, the payments will be deemed a non-refundable, non-transferable retainer. In the event Client elects to pay the full fee, the full amount 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.

All travel and accommodation purchases are the responsibility of the Client.

3. Reservation, Cancellation, and Refund

Client shall reserve a seat at the Retreat 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. Cancellation must be made in writing and sent via email to Company.

If you do need to cancel, you can find someone to take your place. If you do find someone to fill the spot, you will receive a full refund. There will be no refund or ticket transfers within 30 days of the event start date.

In the event Company cancels the Retreat for any reason, Client will receive a full refund. In the event that the event is cancelled due to government restrictions or a pandemic, no airfare or travel expenses will be reimbursed.

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 Retreat related questions shall be directed towards hello@suzyschool.com and will be answered by Company during its business days Monday thru Friday, 9am-5pm, MDT. Company typically replies to emails within 72 business hours.

6. Cancellation by Company or Client

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

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

The Company reserves the right to change the location due to government restrictions or the pandemic if needed which is not a cause for a refund.

7. Waiver of Liability

Client voluntarily signs this waiver in consideration for the Retreat 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 Retreat, 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 Retreat. 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 Retreat.

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 but not limited to riding in cars with Company employees, contractors, subcontractors, or other Retreat participants. In the case of in-person meetings or consulting, including the live Retreat, 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 Retreat. Company agrees to provide the services listed in this Agreement on the day of the Retreat, but not before or after the Retreat 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 Retreat 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 Retreat, but that each topic covered at the Retreat 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 Retreat to the best of its abilities. Company reserves the right to change the Retreat 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 Retreat, and if none is available, Company will cancel the Retreat, refund Client, and is not liable for any further damages.

14. Duty of Client at Retreat

Client shall act respectfully at the Retreat and in accordance with this Agreement. Client shall refrain from crude behavior. During Client's participation in the Retreat, 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 Retreat 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 Retreat early if Client's behavior is unacceptable.

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

15. Confidentiality

Client understands that that certain information of a confidential nature may be disclosed by the Company, presenters or other participants during the Retreat, 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. Model Release

This contract serves as a model release giving Company the irrevocable right to use the photographs and video taken by Company at the Retreat in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Company can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Company. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the client, their legal representatives, heirs, and assigns.

18. Medical Treatment

Client is responsible for your own health and safety while attending the Retreat, and for seeking medical attention as necessary for any allergic reactions, illness or injury that you experience while attending the Retreat. In an event where it becomes reasonably necessary for Client to receive medical treatment at either Client's request or Company's discretion during the Retreat, Client understands and accepts full responsibility for any and all medical expenses arising out of any treatment from such an incident. In the event that Client is unable to make medical decisions in an emergency, Client consents to the care of any reasonable physician or treatment center to administer treatment until Client's Emergency Contact(s) can be reached and take over Client's care decisions.

19. Assumption of Risk

Client understands and agrees that the Retreat includes dining, social and recreational activities. Any activity can involve an element of risk or injury. Client assumes the risk of any activity, and the risk of using any reasonable means of transportation to and from such activities, whether provided by Company or a third party. Company will make a reasonable attempt to accommodate any specific housing, dietary or other health requests, or let the Client know if such a request is not possible. If Company cannot provide for a specific request, or Client does not wish to assume any such risks, Client may take responsibility for providing his or her own food, accommodations, transportation or anything else that the Client needs or wants to participate in the Retreat.

20. Insurance

Client is advised to purchase an adequate amount of travel, medical or other insurance that insures the Client against pandemic restrictions, sickness, health issues, bodily harm, travel cancellations or delays, and incidental or direct damages resulting from Client's participation in the Retreat. In any event, the Client HEREBY RELEASES AND HOLDS HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following releases: the Company's officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that the Client, the Client's estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By initialing below, the Client agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the Retreat.

21. 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.

22. 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.

23. 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.

24. Mediation and Arbitration

Any and all disputes or disagreements rising 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.

25. 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.

26. 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.

Signature: _____

Printed Name: _____ Date: _____