

## **THE LAUNCH FORMULA AGREEMENT**

This Agreement is between Suzy School (hereafter “Company”), and the purchaser (hereafter “Client”), who wishes to participate in The Launch Formula (hereafter “Launch Formula”), and Company has agreed to provide services according to this Agreement.

### **1. Scope of Launch Formula**

The Launch Formula will be delivered as a video replay on YouTube. The Launch Formula includes group coaching, written materials, and all access to recorded content for one year. There will be no coaching before or after The Launch Formula live call. There will be no individual coaching from Suzy. This is a group program.

### **2. Fees**

In consideration for the Launch Formula services provided by Company, Client agrees to pay the event fee (\$275) in total. The full amount will be deemed a non-refundable, non-transferable retainer.

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

Client shall reserve a seat at The Launch Formula 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.

In the event Company cancels The Launch Formula for any reason, Client will receive a full refund.

### **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@suzy.school](mailto:hello@suzy.school). This will be answered by Company during its business days Monday thru Friday, 9am-5pm, MDT. Company typically replies to emails within 72 business hours. Unfortunately Suzy cannot give advice or coaching over DM and all communication should stay in the email.

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

In the event Client cancels this Agreement or is unable to attend The Launch Formula for any reason whatsoever, no refund will be given.

## **7. Waiver of Liability**

Client voluntarily signs this waiver in consideration for The Launch Formula 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 Launch Formula, 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 Launch Formula. 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 Launch Formula.

## **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 Launch Formula participants. In the case of in-person meetings or consulting, including the live coaching, 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 Launch Formula. Company agrees to provide the services listed in this Agreement throughout the duration of the Launch Formula, but not before or after The Launch Formula 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 Launch Formula 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 Launch Formula, but that each topic covered at the Launch Formula 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 Launch Formula to the best of its abilities. Company reserves the right to change the Launch Formula schedule, sessions, speakers 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 Launch Formula, and if none is available, Company will cancel the Launch Formula, refund Client, and is not liable for any further damages.

#### **14. Duty of Client at Launch Formula**

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 and without warning. 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 Launch Formula, 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 that they are not being certified in any official method or model. The client will not be associated professionally with an intertwining of their retreats with "Suzy School" or "Suzy Holman" in any way. 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 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.

## **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.