

## **CLIENT SERVICES AGREEMENT (the "Agreement")**

### **Client Information**

**Client Name:** (name)

**Service Purchased:** 90-minute 1:1 Alignment Session & 45-minute 1:1 Follow-up Session.

**Investment:** Single payment of \$497 (hereinafter referred to as the "Investment").

This Agreement is made effective as of \_\_\_\_\_ by and between Lynn Morgan Carpenter, L (hereinafter referred to as the "Guide") and \_\_\_\_\_ (hereinafter referred to as the "Client"). The Client and the Guide will collectively be referred to herein as the "Parties".

The Parties hereby agree to the following:

**1. Session/Service Description:** A 90-minute guided experience through the Foundational Four Framework, originating from Infinite Impact by Amber Vilhauer, designed to help you get and stay in alignment, whether professionally and/or personally. A 45-Minute Follow-up session to support the client to further lock-in and integrate their personal Alignment into their daily life.

**2. Payment:** The Client will pay the Investment pursuant to the following terms

### **3. Refund Policy:**

#### **a. No Refunds**

The Guide will do everything within HER ability to ensure the Client's satisfaction with the Session. The Guide expects that the Client will do the same. Refunds will not be issued for Guiding services already conducted. If, for any reason, the Guide is unable to fulfill obligations to the Client, the Client will be refunded in full for any part of the Session paid for but not yet rendered.

#### **b. No Chargebacks**

The Client will not, under any circumstances, issue or threaten to issue any chargebacks to the Company or to the Client's credit card and/or form of payment (ie, PayPal) for any reason whatsoever related to the Session. In the event of a chargeback, the Company reserves its right to report it to the credit bureaus as a delinquent account.

### **4. Term & Termination:**

The Session is a total of 90-minutes in length and a 45-minute Follow-up. The Client understands that the Parties do not have a relationship after the end of the Session. If the Parties choose to continue their relationship in any way, a separate and distinct agreement will be entered into and agreed upon.

### **5. Client Commitments:**

The Client agrees to the following as part of the Session:

A. The Client shall participate fully in the Guiding Sessions to the best of THEIR ability.

- B. The Client shall immediately inform the Guide of any issues or difficulties THEY have with the Session.
- C. The Client shall complete payment of the Investment according to the Terms herein.

#### **6. Guide Commitments:**

The Guide agrees to the following as part of the Session:

- A. The Guide shall participate fully and intently in the Guiding Sessions to the best of HER ability.
- B. The Guide will support the Client to the best of HER abilities in accordance with Section I of this Agreement.
- C. The Guide will not, at any time, either directly or indirectly, use any information disclosed by the Client for the Guide's own benefit, nor will the Guide disclose communicate, in any manner, any information to a third party about the Client. The Guide will not divulge that the Parties are in a Guiding relationship without Client's express permission.
- D. The Guide agrees to conduct the Guiding Sessions by Zoom Video.

#### **7. Disclaimer:**

The Client understands that the Guide is a Certified Alignment Guide. The Client understands that the Guide is not a psychotherapist, psychologist, nutritionist, or medical professional. Further, the Guide has not promised, nor shall SHE be obligated to: (1) act as a therapist by providing psychological counseling, psychoanalysis or behavioral therapy, (2) assist anyone with a serious medical condition to resolve, manage, or improve that medical condition, and/or (3) assist anyone not under the care of a physician or medical professional while implementing healthy changes in his/her/their life.

#### **8. Cancellations & Rescheduling Appointments:**

If Client is unable to keep an appointment, THEY are required to provide 24-hour notice to the Guide. The Client can reschedule his/her/their appointment by emailing [lynn@lynnmorgancarpenter.com](mailto:lynn@lynnmorgancarpenter.com) If less than 24-hour notice is given, Client may be charged for Session.

#### **9. Limitation of Liability**

Notwithstanding anything to the contrary contained herein, the Client's sole and exclusive remedy for negligence, failure to perform, or breach by the Guide hereunder shall be a refund of the amount paid but not earned on the Agreement. IN NO EVENT SHALL THE Guide BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

#### **10. Indemnification:**

Client agrees to indemnify and hold harmless the Guide, Lynn Morgan Carpenter, LLC and its agents, employees, representatives, successors and assigns from all direct and third party claims, losses, expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against Lynn Morgan Carpenter, LLC or the Guide, by any third parties that result from

the errors, negligence, acts, and/or omissions of the Client and/or the Guide.

#### **11. ARBITRATION**

Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration Association (“AAA”). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of Nevada. The arbitration hearing shall be held in the state of Nevada. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in this Agreement shall be awarded. The sole remedy for the Client shall be a refund of any amount paid to the Guide.

#### **12. Entire Agreement:**

This Agreement contains the entire agreement between the Parties. There are no other promises or conditions in any other agreement (oral or written) between the Parties.

#### **13. Severability:**

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Agreement as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

#### **14. Applicable Law + Venue:**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, United States as they apply to contracts entered into and wholly to be performed in the State of Nevada, United States. The Federal and State courts within the State of Nevada, United States shall have exclusive jurisdiction to adjudicate any dispute arising out of or from this Agreement.

#### **15. Confidentiality:**

The Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party throughout the Term of the Session (“Confidential Information”). Confidential Information includes, but is not limited to information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used in safeguarding its own Confidential Information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available

without restriction. Both Parties agree that any and all Confidential Information learned as the Effective Date shall survive the termination, revocation, or expiration of the Agreement Permitted Disclosure. Notwithstanding anything in the foregoing, the Parties may disclose Confidential Information to the extent necessary as required by law, a court of competent jurisdiction, and/or any governmental authority or agency. Where permitted by law or legally permissible, the Parties shall disclose a request for information in writing to the other prior to Disclosure.

**I HEREBY CERTIFY THAT I, THE CLIENT, HAVE READ AND AGREED TO THE AGREEMENT AS STATED ABOVE.**

As agreed to by:

\_\_\_\_\_ (name)

\_\_\_\_\_ (date)