

# **Koinonia Training and Consulting, LLC**

## **VIP Intensive**

### **Terms & Conditions**

#### **("Terms of Purchase")**

This Agreement is entered between You ("Client") and Dee Evans of Koinonia Training and Consulting, LLC ("Consultant") as of the date indicated below next to the signature line.

This Agreement sets forth the terms of purchase for a VIP 1:1 Intensive with Dee Evans of Koinonia Training and Consulting, LLC.

In these terms and conditions, "We/us/our" means Dee Evans of Koinonia Training and Consulting LLC. "You/your" means you as a Customer of the Program/Services.

1. **The Program.**

- One 1:1 VIP Intensive with Dee Evans
- One, bonus 30 minute follow up session approximately two weeks after the VIP Intensive day,

2. **Payment.** Payment is required before beginning the VIP intensive. You agree to pay the amount agreed and not to cancel this transaction with your bank or credit card company (chargeback). The Company is not responsible for any overdraft charges, over limit charges, or NSF fees charged by your bank or credit card company. The Company does not guarantee any specific results from use of the Services. The Company does not make any representations or warranties as to specific outcomes or results.

The Coaching services or Program payment shall be made as follows:

**Payment: Onboarding fee: \$100, 2 x \$700 = \$1500.** Full payment must be made before the day of the VIP intensive. The onboarding fee of \$100 is due at the scheduling.

The two payments of \$700 will be due within two weeks of scheduling. Payments must be processed online through automatic billing.

3. **Refund Policy, Cancellations & Rescheduling.** No refunds or cancellations for this program will be provided. Please ensure it is a good fit prior to your purchase. Because we have limited the number of VIP Intensive Days, our policy is strict. To provide you with the best possible coaching experience, your participation in the Program necessarily precludes other potential participants. Therefore, all payments are not refundable and not cancellable for any reason and are due regardless of your level of participation.
4. **Confidentiality & Non-Disclosure Agreement.** You are free to speak, write and share about your own experiences from the Program, but you agree to keep all information shared by others confidential, including all information shared by others inside of the online community associated with the Program. This provision specifically applies to and includes content shared within the membership course, where applicable, *and* any private Facebook group, or similar forum if used.
5. **Communications.** The online community associated with the Program is intended to be a supportive, respectful and positive community for all involved. Communicating disrespectfully to any other members of the group constitutes grounds for removal from the Program and any associated online forum, which decision shall be in the sole discretion of the Company.
6. **Term.** The duration of the service covered by this Agreement is anticipated to be within one month.
7. **Reservation of Rights.** Company reserves the rights to remove you from the Program or Services for cause, whether a breach of this contract, an act of misfeasance against the Company, a representative of the company or a participant of a group program, or other inappropriate action, which may include any action which causes a disturbance amongst the group, or otherwise negatively impacts the experience of others participating in any program offered by the Company. Such a determination shall be made solely by Company. You agree that your exclusive remedy in such a scenario will be the full refund of any amount paid to participate in the services or program.

8. **Disclaimer.** USE OF THE PROGRAM OR SERVICES COVERED BY THIS Agreement AND ANY CONTENT PROVIDED THEREIN IS AT YOUR OWN RISK. The Company and its employees, representatives and agents are not responsible for any physical or non-physical damages imagined, perceived, or otherwise sustained as a result of the use of the Program or Services or any content provided as part of the Program or Services. The Services provided through the Program are advisory and supportive only, and you bear sole responsibility for the use and implementation of these services in your personal or professional life. You are free to reject any advice, suggestions or requests made during the Program at any time. There are no guarantees as to the progress or outcomes that may result from the Services and you are responsible for the results you achieve.
9. **Medical Disclaimer.** THE INFORMATION, PROGRAMS, OR SERVICES CONTAINED HEREIN ARE NOT SUBSTITUTES FOR ANY PROFESSIONAL ADVICE OR TREATMENT, INCLUDING THE ADVICE AND TREATMENT OF A LICENSED HEALTHCARE PROFESSIONAL. CLIENT UNDERSTANDS THAT COACH IS NOT A FINANCIAL ANALYST OR EXPERT, ENTITY EXPERT, EMPLOYMENT AGENT, BUSINESS MANAGER, PSYCHOTHERAPIST, OR PSYCHIATRIST. THE PRODUCTS AND SERVICES OFFERED BY THE COMPANY ARE NOT SUITED FOR EVERYONE. THE CREATORS OF ANY PRODUCTS, SERVICES OR PROGRAMS OFFERED HEREIN OR IN CONNECTION HEREWITH DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION THEREWITH. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY TREATMENT OR ANY ACTION FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE PROGRAM, SERVICES OR WEBSITE. FOR SPECIFIC CONCERNS, QUESTIONS OR SITUATIONS REQUIRING PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST, SUCH AS A LICENSED PHYSICIAN, PSYCHOLOGIST, OR OTHER HEALTH PROFESSIONAL. NEVER DISREGARD THE MEDICAL ADVICE OF A PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL, OR DELAY IN SEEKING SUCH ADVICE, BECAUSE OF THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE PROGRAM, SERVICES OR WEBSITE.

IF YOU HAVE ANY CURRENT MENTAL HEALTH CONDITIONS, ARE TAKING PRESCRIPTION MEDICATIONS INCLUDING FOR DEPRESSION OR ANXIETY, OR ARE UNDER PROFESSIONAL CARE OR SUPERVISION, PLEASE NOTIFY US IMMEDIATELY, AS THIS PROGRAM IS NOT TO BE SUBSTITUTED FOR SUCH TREATMENT OR CARE.

10. **Relationship.** Nothing contained in this Agreement shall be interpreted or construed to create a joint venture, partnership, employment or agency relationship of any kind.
11. **Assignment.** No assignment of this Agreement is permitted, without prior written permission from the Company. Any attempt to do so shall constitute a default or violation of this Agreement which shall be immediately void. The Company's rights and obligations, in whole or in part, under this Agreement may be assigned or transferred by the Company.
12. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.
13. **Governing Law.** This Agreement and any action related thereto shall be governed by the laws of the State of Washington without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in federal and state courts sitting in Chesapeake County, Virginia.
14. **Force Majeure.** If a party is prevented from fulfilling its obligations under this Agreement for one of the following reasons beyond the party's reasonable control, including due to a national environmental or military emergency, such as fire, flood, explosion, war, strike, embargo, government regulation, or civil or military authority, or acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "force majeure event"), the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that You will not be excused from payment of any sums of money owed by you to the Company; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.
15. **Construction.** This Agreement shall be construed fairly and not interpreted for or against either party. Any remedies available to the Company, including any set

forth in this Agreement, are not exclusive and are in addition to any other rights or remedies available to it at law or in equity.

16. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, their successors, heirs, representatives, and permitted assigns.
17. **Damage Waiver.** Under no circumstances whatsoever shall we be liable to you or anyone else for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages under this Agreement, arising out of your participation in the Program including due to the actions, statements or behavior of any third parties or participants of the Program. This provision applies even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, the Company's liability to you for any cause whatsoever and regardless of the form of action, will at all times be limited to the amount paid, if any, by you to the Company for the services during the term of the Program or membership.
18. **Intellectual Property.** All materials provided to you as part of your Program or Services which are the subject of this Agreement are proprietary and may not be duplicated, copied, reproduced, published or displayed in any form without the prior express written permission of the Company. You may not re-use, perform, modify, transmit, re-post or use in any way the content or any derivative works thereof, without the prior express written permission of the Company. All trademarks, logos, and service marks displayed on any materials provided as part of your Program or Services under this Agreement are protected by US and International copyright and Intellectual Property laws. Access to any materials or content online or otherwise as part of the Program or Services subject to this Agreement should not be construed as granting any license or right to duplicate said content, including trademarks, logos and service marks of the Company or any third-party.
19. **Waiver.** The waiver by either party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions herein shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

20. **Severability.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.
21. **Indemnity.** You agree to indemnify, defend and hold harmless the Company, its subsidiaries, affiliates, and their officers, managers, employees, agents, attorneys, employees, representatives or assigns from any claims, liability, damages, losses, harm, costs and expenses, including legal fees and expenses or any other detriment incurred by You in any claims arising out of this Agreement, your use of the Services, any breach of this Agreement, including breach of your representations and warranties set forth above, or if any content that you post or publish while using the Services causes the Company to be liable to a third party.
22. **Entire Agreement.** This Agreement represents the entire understanding and Agreement of the parties relating to the Program or Services purchased, and any and all prior Agreements, understandings, and representations, whether express or implied, written or oral, regarding the Program or Services, are of no further force and effect.

AS A CLIENT, I UNDERSTAND AND AGREE THAT I AM FULLY RESPONSIBLE FOR MY WELL BEING, CHOICES AND DECISIONS FOR THE DURATION OF THIS COACHING ENGAGEMENT AND THEREAFTER. I RECOGNIZE THAT COACHING IS NOT PSYCHOTHERAPY, MEDICAL TREATMENT, OR ANY OTHER KIND OF PROFESSIONAL ADVICE AND THAT PROFESSIONAL REFERRALS WILL BE GIVEN IF NEEDED. I ALSO ACCEPT THAT IF MY COACH SUSPECTS THAT I OR SOMEONE I KNOW COULD BE IN A HARMFUL SITUATION MY COACH CAN CONTACT THE POLICE AND THE CLIENT CONFIDENTIALITY CLAUSE WILL BE NULL AND VOID.

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**READ, UNDERSTOOD, AND AGREED TO BY:**

**CLIENT:**

**Dee Evans  
(Koinonia Training and  
Consulting, LLC)**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_