



## HEART PRODUCTIONS & PUBLISHING GROUP COACHING ENROLLMENT AGREEMENT

**THIS AGREEMENT** entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 is for the arrangement of business education, consulting, and/or business-coaching between **Heart Productions & Publishing** a dba Registered in the State of New Hampshire ("Heart") whose office is at **24 Marcoux Rd., Newton, NH 03858** and \_\_\_\_\_ ("Client") whose address is at \_\_\_\_\_, collectively, the "Parties."

**Whereas**, Client is desirous of engaging Heart's services and/or programs for personal, group, or business education, consulting, and/or coaching and in order to do so and in consideration for the mutual covenants contained herein, the Parties agree to the following:

### (1) HEART'S SERVICES.

Upon execution of this Agreement and receipt of advance deposit from the Client, the Heart agrees to render services related to education, seminar, consulting, and/or coaching (the "Program"). The scope of services rendered by Heart pursuant to this contract shall be solely limited to those contained therein.

### (2) COMPENSATION.

Client agrees to compensate Heart and pay the amount set forth in the investment schedule below. Said amount(s) will be paid in one or more charges via electronic check on the schedule selected.

10 sessions: for two to five people.

- 2 people: \$6,000 each (contingent on completion of a separate contract for 2<sup>nd</sup> person.)
- 3 people: \$4,000 each (contingent on completion of separate contracts for 2 others.)
- 4 people: \$3,000 each (contingent on completion of separate contracts for 3 others.)
- 5 people: \$2,400 each (contingent on completion of separate contracts for 4 others.)

### (3) PAYMENT TERMS.

Parties agree that the services to be rendered are in the nature of consulting and education. Client has independently evaluated its ability to pay the Fee with Client's independent consultants, in light of Client's financial position and circumstances, and verifies that it is able to pay the Fee and will not be unduly burdened by payment of the Fee. Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee, regardless of whether Client completes the full extent of services offered by Heart. Heart shall not be obligated to invoice Client for payments. Heart will provide Client with payment receipts that will be sent via email to the email address of record. Client's acceptance of this agreement comprises Client's authorization for all charges set forth in this Agreement on the dates set forth herein. In the event that Client terminates services prior to the completion of the services, Client shall be responsible for the entire Fee set forth herein. Upon execution of this agreement by the signature of both parties, all payments towards the Fee shall be collectable and non-refundable on the dates set forth herein. If your application is refused, this contract will not be executed and the entire deposit will be refunded.

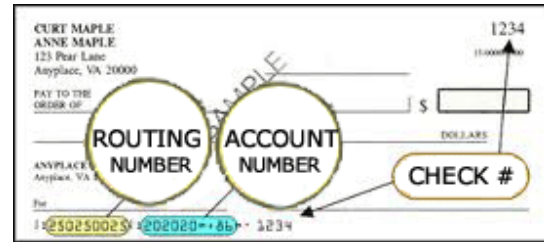
**(4) PAYMENT DETAILS:**

**ELECTRONIC CHECK:**

Routing No. \_\_\_\_\_

Account No. \_\_\_\_\_

(do not include a check number as there is no paper check.)



**VISA, MasterCard, Discover Card, or American Express (International Clients Only)**

Account No. \_\_\_\_\_ Exp: \_\_\_\_\_

**(5) CHARGEBACKS AND PAYMENT SECURITY.**

To the extent that Client provides Heart with Checking Account information for payment on Client's account, Heart shall be authorized to charge Client's Checking Account for any unpaid charges on the dates set forth herein. If client uses a multiple-payment plan to make payments to Heart, Heart shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Heart's account, stop payment on any charges made or to be made by Heart, or cancel the Checking Account that is provided as security without Heart's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Heart without notifying Heart in advance.

**(6) NO RESALE OF SERVICES PERMITTED.**

Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable without the Heart's prior written consent.

**(7) NO TRANSFER OF INTELLECTUAL PROPERTY.**

Heart's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorized to use any of Heart's intellectual property for Client's business purposes. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Heart electronically or otherwise without the prior written consent of the Heart. All intellectual property, including Heart's copyrighted course materials, shall remain the sole property of the Heart. No license to sell or distribute Heart's materials is granted or implied.

**(8) LIMITATION OF LIABILITY.**

By using Heart's services and enrolling in the Program, Client releases Heart, officers, employers, employees, directors, related entities, trustees, affiliates, and successors from any and all damages that may result from anything and everything. The Program is only an educational and/or business consulting service being provided. Client accepts any and all risks, foreseeable or unforeseeable, arising from these transaction(s).

Notwithstanding the previous paragraph, if Heart is found to be liable, Heart's liability to Client or to any third party is limited to the lesser of (a) the total fees Client paid to Heart in the one month prior to the action giving rise to the liability, and (b) \$1,000. All claims against Heart must be lodged with the entity having jurisdiction within 100 days of the date of the first claim or otherwise be forfeited forever.

Client agrees that Heart will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Heart's services or enrollment in the Program. Client agrees that use of Heart's services and enrollment in this Program is at Client's own risk.

**(9) DISCLAIMER OF GUARANTEE.**

Client accepts and agrees that she/he is 100% responsible for her/his progress and results from the Program. Client accepts and agrees that she/he is the one vital element to the Program's success and that Heart cannot control Client and/or Client's participation. Client commits to accepting assignments/exercises/sessions presented by Heart and, to the extent that assignments/exercises/sessions require group participation, participating fully for the benefit of all members. If client is unwilling/unable to participate in exercises/assignments/sessions, the contract is terminable at Heart's option without recourse or refund of any kind.

Heart makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Client accepts that, because of the nature of Heart's services and extent of clients' participation in Heart's exercise(s)/recommendation(s), the results experienced by clients significantly vary. Client's accepts responsibility for such variance. Heart and its affiliates disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose.

**(10) COURSE RULES.**

To the extent that Client interacts with Heart staff and/or other Heart clients, Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. To the extent that Client attends Heart's seminars/workshops, Client shall not mass-distribute marketing materials to or mass-solicit other attendees of Heart's seminars. Client agrees to abide by any Course Rules/Regulations presented by Heart. The failure to abide by course rules shall be cause for termination of this Agreement. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

**(11) NO SUBSTITUTE FOR MEDICAL TREATMENT.**

Client agrees to be mindful of his/her own well-being during the Program and seek medical treatment (including, but not limited to psychotherapy), if needed. Heart does not provide medical, therapy, or psychotherapy services. Heart is not responsible for any decisions made by Client as a result of the coaching and/or any consequences thereof.

**(12) TERMINATION.**

In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due hereunder shall be immediately due and payable. Heart shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event that Client is in arrears of payments to Heart, Client shall be barred from using any of Heart's services/programs and current Program will be suspended until payment is resumed and current on payments. Client is allowed to be suspended for only two consecutive months before forfeiting and being terminated from the program. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee and Heart has the right to pursue the Fee through its collection processes.

**(13) CONFIDENTIALITY.**

Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information that: (a) is now or subsequently becomes generally available to the public; (b) Heart or Client had rightfully in its possession prior to disclosure by the disclosing party; (c) Heart or Client rightfully obtains from a third party. Heart agrees not to disclose, reveal or make use of any Confidential Information learned of through its transactions with Client, during discussion with Client, the coaching session with Heart, or otherwise, without the written consent of Client. Heart shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

To the extent that Client participates in group-coaching programs or interacts with other clients, Client agrees information received by Client about other clients business or personal matters shall be considered Confidential Information and not be disclosed with the prior written consent of the disclosing party.

**(14) NON-DISPARAGEMENT.**

In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

**(15) INDEMNIFICATION.** Client shall defend, indemnify, and hold harmless Heart, Heart's officers, employers, employees, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Heart, or any of its owners, trustees, affiliates or successors. Client shall defend Heart in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Heart recognizes and agrees that all of the Heart's owners, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Heart.

**(16) CONTROLLING AGREEMENT.**

In the event of any conflict between the provisions contained in this Contract and any marketing materials used by Heart, Heart's representatives, or employees, the provisions in this Agreement shall be controlling.

**(17) CHOICE OF LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to any principles or conflicts of law. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of New Hampshire, Rockingham County pursuant to the rules of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

**(18) ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

**(19) SURVIVABILITY.**

The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

**(20) SEVERABILITY.**

If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

**(21) OTHER TERMS.**

Upon execution of This Agreement by signature below, the Parties agree that any individual, firm Heart, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, Companies, heirs, assigns, designees or consultants of which the signee is an Heart, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile, electronic, or e-mailed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

Fax this to 603-382-1595 or scan it and attach it to an email to [Support@MakeADifference.com](mailto:Support@MakeADifference.com)

**For HEART PRODUCTIONS & PUBLISHING:**

\_\_\_\_\_  
Mary Reynolds, dba Heart Productions & Publishing      Date \_\_\_\_\_

**For CLIENT:**

\_\_\_\_\_  
Client Signature      Date \_\_\_\_\_

Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_