



J&L Balanced Living

Client Agreement

Welcome! I am looking forward to working with you. Please read this information carefully. The purpose of this Agreement is to share details about working together so that we both are clear as to what each of our respective roles are and how our communication will take place so that our time will be positive, productive, and comfortable.

This Agreement is being made between JL Balanced Living LLC, 921 Avagail Ave., Springtown TX, 76082. Laurie Swadner and "Client" _____.

We both legally agree to the following:

1. Service Description.

Your Service ("Program") includes depending on needs/location of client:

- Initial Consultation: Scan, Cold Laser Therapy, Protocol
- Follow up appointment: Scan, Cold Laser Therapy, Protocol
- Bemer (PEMF) Pulsed Electro Magnetic Field
- ION Cleanse Detoxification and Relaxation Therapy
(Sessions will vary depending on clients' goals and interests).

2. Expectations and Responsibilities.

You can expect that I will fulfill certain responsibilities during the Program. As the Practitioner, I agree to:

- Come prepared.
- Devote my full attention to you during our time together.
- Serve as your accountability partner and supporter.
- Stretch you outside of your comfort zone.
- Offer support, encouragement, feedback and guidance.

Likewise, I expect that you will fulfill the following responsibilities during the Program. As the Client, you agree to:

- Show up on time without distractions.
- Give 100% of your effort and fully commit to the Program.
- Come fully prepared for our time together.
- Use your best efforts to complete all action steps.
- Promptly provide payment for the Program.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.

3. Scheduling and Communication.

Contacting Me: I try to be attentive to my clients. Should you need to reach me, please contact me during office hours of 9:00 am - 4:00 pm CST, by e-mail, phone or text. I will do my best to respond to you within 24 hours on weekdays. On weekends and holidays, I will do my best to reply to you by the next business day. Any inquiries related to your Program/Sessions are for quick questions and you will receive brief responses. If you want to discuss something at length, I may request that we discuss your question at our next appointment.

Scheduling: You'll schedule your calls/appointments through www.jlbalancedliving.com Please come prepared to start and end your calls/appointments on time.

Rescheduling & Cancellation: Our time together is important. If you need to reschedule or cancel a call/appointment, you need to do so at least 24 hours in advance of your scheduled time by sending an e-mail to laurie@jlbalancedliving.com otherwise, this will be considered a missed call/appointment.

Missed Appointment: There can be a rare occasion where you miss your call/appointment, or you forget to let me know at least 24 hours in advance that you need to cancel or reschedule. You may have 1 missed call/appointment during the Program; however, if you miss more, your Program will automatically terminate, and you will not have the opportunity to reschedule your calls/appointments or to receive a refund.

4. Investment and Payment.

Investment: You agree that you are financially willing and able to invest in this Service by choice, and that by so doing, you are not incurring any economic hardship in any way. You agree and understand that you are committed to making all payments at time of service.

\$225.00 for Initial 90-minute one-on-one session or Initial Distance Scanning

\$85.00 for Follow up sessions

\$1.00 per minute for Processing only

Children- \$60.00 for Initial session. **\$1.00** per minute for follow up sessions

Animals- \$50.00 for Surrogate testing

Distant Scanning- \$85.00 for Follow up sessions

Payment Authorization and Receipt: Cash, checks, PayPal and Venmo are accepted for payment at time of service. I do not currently participate in any health plans, including Medicare and Medicaid.

Refund Policy: It is my intention for you to be happy with your Sessions. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing the Session, no refunds will be provided. Unless otherwise provided by law, you acknowledge that all sales are final and we do not offer refunds for any portion of your payment for any of the Sessions at any time. By signing below, you agree that you will not issue a chargeback for any payment made as you are fully aware of this Refund Policy and voluntarily consent to it.

5. Confidentiality.

Confidentiality is important to me. I will do my best to keep all information exchanged between us during the Program/Sessions private and confidential. I will not disclose any information that you share with me during the Sessions to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) you have given me written permission, (3) if I am required to do so by law, (4) in the good-faith belief that disclosure is necessary to conform to the law or to the legal process, (5) to protect or defend our rights or property, and/or to protect personal safety.

6. Intellectual Property Rights.

Ownership of Program Content and Materials: I retain all ownership and intellectual property rights to the Program/Sessions content and materials provided to you through the Program/Sessions, including all copyrights and any trademarks belonging to me. The Program/Sessions content and materials are being provided for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program/Sessions or Program/Sessions materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission. No license to sell or distribute my Program/Sessions content and materials is granted or implied. No permission to disclose my process as expressed through the Program/Sessions content and materials is granted or implied.

Intellectual Property Rights in Work Product: You hold all intellectual property rights in your work product developed during your participation in the Program/Sessions, including but not limited to copyright and trademark rights. I agree not to claim any such ownership in your work product or intellectual property at any time.

7. Personal Responsibility, Disclaimer & Release of Claims.

Personal Responsibility & Assumption of Risk: You acknowledge that you take full responsibility for yourself and all choices, actions and results made before, during and after your Sessions. You knowingly assume all of the risks of the Program/Sessions related to your use, misuse, or non-use of the Program/Sessions content or materials. You agree to be mindful of your own well-being during the course of this Program/Sessions, and you understand and agree that you are solely responsible for your results.

Disclaimer: I have used care in preparing the information provided to you, but this Program/Sessions and my Program/Sessions materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program/Sessions. You agree that I am not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program/Sessions. Nothing related to this Program/Sessions is intended to be considered medical, mental health, legal, financial, or religious advice, nor is it

intended to replace the expertise, care, judgment or guidance of your own medical or mental health practitioners, clergy members, accountants, attorneys or financial advisors. It does not, nor is it intended to, provide medical nutrition therapy, psychotherapy, psychological counseling, behavioral health, or a personalized assessment of macronutrients or micronutrients. This Program/Sessions shares general information, not personalized recommendations. It is not preventing, treating, curing any medical or mental health disease, condition or ailment. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer. If you are currently under the care of a medical or mental health practitioner or currently uses prescription medications, do not make any dietary changes or start or stop taking any dietary supplements or medications because of anything you have read or received through this Program/Sessions without first consulting with your doctor. Any recommendation of any product or supplement mentioned in or through this Program/Sessions is offered for educational purposes, and you agree to check with your own medical professional before using any of these products or supplements on, in or near your body in any way. You understand that the statements, information, supplements or products provided in or through this Program/Sessions have not been evaluated by the Food and Drug Administration ("FDA").

Limitation of Liability, Indemnification, and Release of Claims: While every effort has been made to present the most accurate research and information in this Program/Sessions to date, you understand and agree the information in this Program/Sessions is for informational and educational purposes only. Because research and information changes frequently, you agree that we are not liable for the accuracy, errors or omissions of statements contained in the Program/Sessions. You agree that the information included in this Program/Sessions is not, nor should be, a substitute for personalized health care, medical, mental health, financial, legal or religious advice of any kind. Recognizing that the information that you request or receive through this Program/Sessions, including Program materials, products, and any other information you have received from or through this Program/Sessions is purely informational and educational, you agree that you fully and completely hold harmless, indemnify and release me from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may claim to have against me in the future that may arise from your participation in the Program/Sessions to the fullest extent permitted by applicable law. You agree to hold me free of all liability and responsibility for any actions or results with actual or perceived adverse effects that you claim were created as a direct or indirect result of specific information or recommendations that you have received through this Program/Sessions.

Media Release. By participating in our Program, you consent to our use of comments, photographs, videos, and/or audio recordings containing your image, voice, text and/or likeness provided in any aspect of the Program, including through social media. You understand that these postings and/or recordings may or will be shared with potential clients or other clients who have purchased our Program.

8. Other Important Terms.

Termination: If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 7 days in advance by e-mail. Even after termination by either of us, certain terms of this Agreement, including Investment and Payment (including Refund Policy), Confidentiality, Intellectual Property, Personal Responsibility/Disclaimer/Release of Claims, Governing Law, Dispute Resolution and Non-Disparagement, will survive termination to apply now and in the future.

Notice: All correspondence or notice required regarding the Program/Sessions shall be made to me by e-mail at laurie@jlbancedliving.com and to you at the e-mail address you provided during your enrollment in the Program/Sessions. Should your e-mail address, billing information, or contact information change at any time throughout the Program/Sessions, it is your responsibility to provide your updated information to me within 3 days of any change.

Force Majeure: In the event that any cause beyond my reasonable control, including, without limitations, “acts of God”/nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisories, labor strikes or civil disturbances, unforeseen or foreseen human-initiated circumstances, health or travel restrictions, quarantines, lockdowns or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or other instances, make it inadvisable, illegal, or impossible for me to perform my responsibilities or obligations under this Agreement, either because of unreasonable increased costs or the risk of injury, I will not be liable for a reasonable period of delay or for the inability to indefinitely fulfill my responsibilities and obligations.

Entire Agreement, Assignment, Survivability, Enforceability and Waiver: This Agreement contains our entire agreement. This Agreement supersedes or replaces any prior oral or written agreement signed by us pertaining to the subject matter of this Agreement. This Agreement may be modified or amended at any time provided the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If any section of this Agreement is found to be unenforceable, the rest of the document shall be held in full force and effect. If I choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement.

Governing Law: This Agreement shall be construed according to the laws of the State of Texas where my principal place of business is located.

Dispute Resolution: Should we ever have a conflict, it is hoped that we could work it out amiably. However, if we are unable to seek resolution through good-faith negotiation within 30 days, we agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree

otherwise in writing or otherwise provided by law. You understand and agree now that the only monetary damages that can be awarded to you through arbitration is the full refund of your Payment made to date. No other financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in Parker County in the State of Texas where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

Mutual Non-Disparagement: Should you have any questions or concerns about the Program/Sessions or me, you agree now to contact me directly in a mature and professional way rather than to publicly make any negative or critical comments about the Program, my business or me through social media or otherwise. We both agree now not to communicate with any other individual, company or entity in a way that is harmful or disparaging to the other, whether actual or perceptual, or to do or say anything that is injurious to each other's reputation, including about the Program/Sessions, me, my business, my employees, contractors or agents, other participants. In arbitration or when required by law, of course, we are not prohibited from publicly sharing our thoughts and opinions.

By signing this Agreement, we both acknowledge that we have read, understand, agree to and accept all of the terms in this Agreement. Electronic signatures of this Agreement are permitted and enforceable. You agree that you have had the opportunity to ask me any questions prior to signing, and your signature indicates that you are in agreement with all of the terms of this Agreement.

Client

Name: _____

Address: _____

City, State, Zip: _____

Date: _____

Coach

Name: _____

Date: _____

Signature_____

Date_____

