

Bonnie Berke ~ Body Wisdom, LLC
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973-783-8490

Client Agreement & Policies

Body Wisdom, LLC

Welcome! I am looking forward to working with you. Please read this information carefully. The purpose of this Agreement is to set forth the 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 Bonnie Berke of Body Wisdom, LLC of 51 Upper Montclair Plaza, Suite 28, Upper Montclair, NJ 07043 ("Coach" or "me") and (Your Name) _____ of (Your Address) _____.

As part of the client/practitioner relationship, and to assure you the utmost experience, we both legally agree to the following:

Expectations.

During the Program, you can expect that I will:

- 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.

I expect that you will:

- Show up on time and without distractions.
- Give 100% of your effort and fully commit to your services.
- Come fully prepared for our time together.
- Use your best efforts to complete all action steps.
- Promptly provide payment in full by cash or check at time of service.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.
- Refrain from using perfume or other scented products before arrival.

Initials _____

Scheduling and Timing.

Scheduling Appointments: I try to be attentive to my clients. Should you need to reach me between appointments, you may do so via text, phone or email. I will do my best to reply within 24 hours during the week or 1 business day during weekends and holidays. Any e-mails, calls or texts to me related to your services are for quick questions and you will receive brief responses. If you want to discuss something at length with me, I may request that we wait and discuss your question at our next appointment. Please come prepared to start and end your appointments on time.

Rescheduling & Cancellation: If you need to reschedule an appointment, you will need to do so at least 24 hours in advance of your scheduled time. You may request a cancellation/reschedule via email, phone or text. I will send you a message confirming that I received the message. If you do not receive a confirmation from me, the appointment was not canceled. If you do not contact me at least 24 hours in advance, this will be considered a missed appointment.

Missed Appointments: There can be a rare occasion where you miss your appointment altogether, need to cancel or reschedule last minute, or you forget to let me know at least 24 hours in advance. For this reason, you are allowed 1 "Free Pass" for a missed appointment. For additional missed appointments, you will be charged in full for the missed session.

Refund Policy for Packages, Programs, Products or Paid-Ahead Services: It is my intention for you to be happy with your Program. In the event that you decide that you would not like to continue with a package, program, product or paid-ahead services, you may request a cancellation in writing via email to: bberke2@aol.com. Refund requests must be submitted at least 48 hours prior to your next session. Refunds will be processed via your original method of payment, less a 30% administrative fee. There will be no refunds under any circumstances for delivered services.

Initials_____

Confidentiality.

Confidentiality is important to me. I will keep all information exchanged between us confidential. I will not disclose any information that you share with me during our work together to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) when required by law, or (3) you have given me prior written permission.

Intellectual Property Rights.

I retain all ownership and intellectual property rights to the content and materials provided to you through the services of Body Wisdom, LLC., including all copyrights and any trademarks belonging to me. The content and materials are being provided to you 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, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission.

Personal Responsibility, Disclaimer & Release of Claims.

Personal Responsibility & Assumption of Risk: You acknowledge that you take full responsibility for yourself and all decisions made before, during and after your services and you knowingly assume all of the risks related to your use, misuse, or non-use of the services and information provided. You understand and agree that you are solely responsible for your results.

Initials_____

Disclaimer: I have used care in preparing the information provided to you, but these services, products and 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. 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. Nothing related to this Program is intended to be considered medical, mental health, legal, financial, or religious advice in any way. 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. Do not start or stop taking any medications because of anything you have read or received through this Program. Any recommendation of any Young Living Essential Oils/Nutriceutical Supplements/Bemer Sessions or related products is simply offered for educational purposes, and you need to check with your own medical professional before using any of these products on, in or near your body in any way. By signing this Agreement, you agree that you are also consenting to the full Disclaimer which may be found on my website.

Limitation of Liability, Indemnification, and Release of Claims: I will not be held responsible in any way for the information that you request or receive, including my services, products, and program materials and any other information you have received from or through me related to Body Wisdom, LLC programs and services. 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 have against me in the future that may arise from your participation in the Program, including all services, products, and Program Materials, to the extent permitted by applicable law.

Initials_____

Other Important Terms.

Termination: If at any time I feel it is in your best interest to terminate our agreement work together, I agree to notify you at least 3 days in advance of your next session via e-mail. Even after termination, all of the terms of this Agreement, including all of the Investment, Refund Policy, and Intellectual Property terms, will still apply to both of us now and in the future. Should termination occur, you will receive a 100% refund on all undelivered services.

Notice: Should your e-mail address, phone number or any other contact information change at any time during your services, it is your responsibility to provide your updated information to me within 3 days of any change.

Entire Agreement, Assignment, Survivability and Waiver: This Agreement contains our entire agreement. This Agreement may be modified or amended at any time as long as 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 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 County of Essex in the State of New Jersey.

Dispute Resolution: Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we are unable to seek resolution in 14 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. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or 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 the County of Essex in the State of New Jersey 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.

Non-Disparagement: If there is a dispute between us, you agree to not publicly or privately make any negative or critical comments about Body Wisdom, LLC's programs or services, my business or me, or to communicate with any other individual, company or entity in a way that disparages the services or harms my reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your 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. 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: _____

Bonnie Berke, Owner, Body Wisdom, LLC

Name: _____

Date: _____