

BUSINESS MOMENTUM mastermind



Terms & Conditions

Welcome! We are so glad to have you as part of this program. You are in for an exciting time and we cannot wait to get started!

Before we begin, 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 and duties are, and how communication will take place so that our time together is positive, productive, and comfortable.

This agreement is being made between Kimberly Smith-Rao of Encompass Coaching Services of 701 T C Jester Blvd together with Barbara Lipohar of Blip Photography of 2727 Revere St.; as ("Coach" "Coaches" or "we") and The Client ("Client" or "you"). We all/both legally agree to the following:

Program Description

- The Business Momentum Mastermind Program
 - An 8 week business coaching mastermind program, beginning the week of Oct 3, 2022 and concluding the week of November 28, 2022
- (8) 90-minute live group coaching, training, mastermind calls, conducted across 8 consecutive weeks + recordings of each call with 60 day access.
- Access to group coaching private Facebook group for community and connection with other program participants.
- Discretionary "BONUSES" to be outlined at the time of enrollment.

VIP Program includes everything above, plus
(2) 60 minute one-on-one coaching calls with Kimberly Smith-Rao.
(2) 60 minute one-on-one strategy calls with Barbara Liphar.

Expectations:

During the Program, you can expect that we will:

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

We expect that you will:

- Show up on time without distraction.
- Give 100% of your effort and fully commit to the Program.
- Come fully prepared to our time together.
- Use your best efforts to complete any homework or action steps.
- Promptly provide payment for the Program with your preferred method of payment, under the payment option (monthly subscription or pay in full) you have selected.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.
- Respect any and all other program participants

Scheduling & Timing

Live call times will be determined via majority availability.

Recorded calls will be sent out within 24 hours via email with the live link to access the Zoom recording. Should you desire to reach us between trainings calls, please contact us via e-mail during office hours. We will do our best to respond within 24 hours on weekdays. On weekends and holidays, we will do our best to respond to you on the next business day.

When you email, we ask that you be as clear as possible about the kind of support that you need. If you want to discuss something at length with either one of us, we may request that we wait and discuss at our next scheduled call or that you schedule a one on one appointment. Please come prepared to start and end your appointment on time.

Missed Calls

There may be times where you miss our trainings and calls altogether, in this case you can access your training recordings which will be delivered via email. Listen to and watch at your leisure, on your own time. Refunds are not permitted for missed calls or trainings.

Investment & Payment

Payments can be made in full for \$888 USD by September 30, 2022, or (2) monthly payments of \$500 USD. If you elect the (2) monthly payments, your first payment of \$500 is due at enrollment and your 2nd monthly payment must be received by October 31st, 2022. You may also be able to utilize PayPal Credit feature which allows you to pay in full using an individual PayPal credit line, and pay for your program over an extended period of time. You select the payment option of your choosing at the time of enrollment and are responsible for payment completion. We are unaffiliated with payment institutions/vendors such as Venmo, PayPal or Zelle. Any complications that may arise from utilizing these payment vendor services must be dealt with directly with them, and we are indemnified from any liability.

You agree that you are financially willing and able to invest in this Program by choice, and that by so doing, you are not incurring any economic hardship in any way.

Missed Payment

If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified via email and then have a 3 day grace period to make the payment following the due date, otherwise your Program will be placed on hold. If no payment is made within the 3 day grace period, the program will automatically terminate and you will no longer be granted access.

Terms & Conditions Continued

Refund Policy

It our my intention for you to be happy with this Program. However, because we have invested considerable time and effort in the Program, no refunds are given after the payment transaction has been completed. If you decide to withdraw after the program begins for any reason, you are still fully responsible for making all Program payments, and no refunds will be provided.

Confidentiality

Confidentiality is important to us. We will keep all information exchanged between us during the Program confidential. We will not disclose any information that you share with us during the Program 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

We retain all ownership and intellectual property rights to the Program content and materials provided to you through the Program, including all copyrights and any trademarks belonging to us. The Program 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 of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without our prior written permission.

Responsibility, Disclaimer & Release of Claims

Responsibility & Assumption of Risk

You acknowledge that you take full responsibility for yourself and all decisions made before, during and after your Program. You accept full responsibility for your choices, actions and results before, during and after this Program, and you knowingly assume all of the risks of the Program related to your use, misuse, or non-use of the Program or any of the Program materials. You understand and agree that you are solely responsible for your results.

Disclaimer

We have used care in preparing the information provided to you, but this Program and our Program materials are being provided as self-help and business 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. You agree that we are 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 product recommendation 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.

Limitation of Liability, Indemnification, and

Release of Claims

We, Kimberly Smith-Rao & Barbara Lipohar, will not be held responsible in any way for the information that you request or receive through this Program, including our services, products, and Program materials and any other information you have received from or through us related to this Program. You agree that you fully and completely hold harmless, indemnify and release us 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 us 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.

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 3 days in advance by e-mail. Even after termination by either of us, 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.

Notice

All correspondence or notice required regarding the Program shall be made to us by e-mail Kimberly@encompasscoachingservices.com and info@lipohar.com and to you at the e-mail address you provided during your enrollment in the Program. Should your e-mail address, billing information, or contact information change at any time throughout the Program, 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 Harris in the State of Texas.

Dispute Resolution

Should we ever have any differences, it is hoped that we could work them out amicably through e-mail correspondence. However, if we are unable to seek resolution in 14 days, we agree now that 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.

Terms & Conditions Continued

You also agree that should arbitration take place, it will be held in the County of Harris in the State of Texas where our 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 the Program, our businesses (Encompass Life Coaching, and Blip Photography) or us, or to communicate with any other individual, company or entity in a way that disparages the Program or harms our reputations 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 moving forward with your payment for this program, 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 moving forward with your payment, and your payment indicates that you are in agreement with all of the terms of this Agreement.

Your payment towards this and for this program indicates full understanding of and agreement with the information outlined within these terms of service as stated above and acts as your electronic agreement and signature.