***Notes on how to use this agreement:*** This template is best used for hybrid course/memberships where a fixed fee is charged for initial access (say, $4,000 for six months) followed by a monthly recurring fee to remain in the group, like $297 per month. See the welcome video for more details about when to use this agreement.

**Thank you for joining [membership name].**

**Here’s what you need to know about this month-to-month, recurring subscription.**

**Please read these terms carefully as they are a binding legal contract, and we suggest downloading a copy for your records.**

***Please read carefully before signing, because you are making an important commitment to [Company Name].***

**THE BASICS**

1. You are securing one of a limited number of places in the [membership name].

2. The Program Price is $XXXX (US Dollars), payable in full, or in installments (for your convenience; this is not a subscription) for the first [number of] months.

 2 payments of $3,600 or 6 payments of $1,300.

 Following [the same number of months as above], you will be charged on a monthly maintenance fee of $XX until cancelled. Your rights to cancel are different before and after the start of the monthly maintenance fee. Please review the termination provisions carefully.

3. We make it easy to understand what it is like to do business with Company. This Agreement and publicly available Company Policies, Disclaimers, and Community Rules are the entire agreement between us. These written documents supersede our prior discussions, emails, online or voice messages. By signing, you agree that there is no information that you deem materially important that is not incorporated into this Agreement.

**THIS IS WHAT YOUR MEMBERSHIP INCLUDES**

1. **Access to 7 monthly, self-paced video trainings inside a membership site.** Access to the membership site will be released between February 25 and March 1, 2021. Each month’s training will be released on the first of the month. You will have lifetime access to the material in the membership site.

2. **Twice monthly Zoom, group calls.** We will use this time to answer your questions, talk about the month’s self-paced video training topic, and co-work. Replays will be available through the end of the program term.

3. **Starting point assets for you to customize.** In conjunction with the relevant module release, you will receive sample ad copy; sample email welcome sequence to begin nurturing the people who join your list right off the bat; my promotional calendar so you can figure out the rest of your nurture sequence in a way that has proven profitable; templates for Kartra for the funnel and social media (or if you decide to use a different service, up to $300 to buy templates for you, if available); sample language for effective sales page copy; three completed templates for the PP, T&C, and Disclaimer that you can use in your program with your name on it to get you started; and Facebook ads setup video so you can quickly get your first ad up and running easily.

4. **Additional bonuses.** Depending on the size of the group, the following will also be included:

​3 participants: One professionally designed signature logo ($50 value), plus a clients-only Facebook group for ongoing support and questions with other participants.

5 participants: $250 ad spend when you launch during the six-month term.

7 participants: Two, one on one calls with me to use during our six months together, so we can move past whatever hurdle you are experiencing, whether that’s in your law practice that is killing your productivity or in your templates setup. Calls not used during the term, no-shows, and calls rescheduled less than twelve hours prior to the call are forfeited.

10 participants: I will use a random number generator to pick one participant who gets the program for free. Each participant will be assigned a number of their order of purchase.

***Please understand:*** While not expected, occasionally the curriculum, guest experts, and channels to access to [Company Name] and its representatives may have to change based on group needs, available technology, and factors outside the Company’s control. The Company will replace or substitute the items above, if it determines it is necessary to do so in its sole discretion, with something similar of equal or greater value.

**THESE ARE \*NOT\* INCLUDED**

1. **Services.** Done-for-you services of any kind are not included.

2. **Coaching.** One-on-one coaching is not included (unless you received it as a bonus for joining). This is a group support experience.

3. **Endorsements.** You are not receiving an endorsement from [Company Name] or [Your Name], and neither is any other participant. Do not create the appearance of an endorsement or rely on any person who claims to have received an endorsement.

4. **Ownership of Written Materials.** As a participant, you will have one, non-exclusive license to view written and video materials provided by [Company Name]. You do not have ownership of this information, which is protected by federal copyright laws. You may not copy, re-teach, re-engineer, distribute, reteach, or otherwise provide access to this information to any other person, for free or paid, without express written consent of [Company Name], which it may withhold for any reason, and purchase of a license (prices start at $7,500.00).

5. **Trademark Usage.** [Company Name] protects its names! You are not receiving permission to use trade and service marks like [insert your names, like Good Authority Co., Your Friend Who Is A Lawyer, Lawyer Friend], or any other trademark of the Company, even if not listed here.

6. **Results Not Guaranteed.** You are receiving a space in the program, support and guidance, *but not* guaranteed results from participating in the membership.

7. **Confidentiality.** Company cannot guarantee confidentiality among the participants. Do not share any confidential and proprietary information which may harm your business or personal interests if repeated, copied, or otherwise transmitted and/or implemented by a third party.

**Additional Legal Terms**

1. There is a **NO REFUNDS** policy.

By signing this Agreement, you acknowledge that no one has represented to you that refunds are available. Even if you cannot participate for any reason, you will continue to be billed according to the schedule in Section 1 of this Agreement through the end of the Term. [Company Name] considers this policy a material inducement to entering into this Agreement, and would not have done so unless this No Refunds policy were included. If you initiate a chargeback, Company may assess a $250 fee for administrative time required in responding to the chargeback.

2. **You are a Business Owner.**

You enter this Agreement in your capacity as a business owner, not as an individual consumer. This is true even if you do not have a business entity such as a limited liability company or pay for the program on a personal card. As a business owner, you may have limited rights under the laws of your state, and may be giving up consumer rights.

3. **Disclaimer of Warranties.**

Participant understands the membership is offered on an “as-is, where-is” basis, without any implied or express warranty as to its performance or to the results that may be obtained by using the program. This limited warranty is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation.

4. **If we get sued due to something you did:**

You agree to indemnify, defend and hold harmless [Company Name] its principals, affiliates, successors and assigns from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys’ fees at all tribunal levels) arising out of or related to any activity, work, or other thing done or permitted to be done by you where such liability arises from negligence on your part or the violation of this Agreement.  This includes any liability arising from breach of confidentiality by any party.

5. **Damages are limited under this Agreement.**

 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS OF OPPORTUNITY COST, LOSS OF PROFITS AND THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. DAMAGES, INCLUDING ATTORNEY’S FEES AND COSTS, ARE LIMITED TO THE AMOUNT PAID UNDER THIS AGREEMENT, EXCEPT FOR THOSE CLAIMS ARISING OUT OF INTELLECTUAL PROPERTY INFRINGEMENT.

6. **No Professional Advice.**

The Company does not engage in the rendering of accounting, legal, financial, medical, dietary, or investment services or advice. You acknowledge that you will make your own decisions before acting on any information gained from this program. It is further understood that before you utilize any techniques suggested by this program, you should consult licensed professionals as applicable.

7. **No Guarantee of Results; Risk of Loss.**

Results from the program are greatly dependent upon individual decisions, abilities, and other factors outside Company’s control, and the Company makes no guarantees or warranties that information provided to you through the membership will provide results.

8. **[Company Name] can end your participation in the program.**

Company may determine, in its sole discretion and without requiring disclosure of the reason, that the relationship under this Agreement must terminate. In this circumstance, Company will provide a pro-rated refund to you as follows. If you are paying the initial program price in courtesy installments, you will not be charged further, and you will be refunded for any portion of the payments that cover a time period you will not be in the program, if any. If you are paying the monthly maintenance fee, you will receive a pro-rated refund of the monthly payment for the portion of the month you were removed from the program.

10. **[Your state] law governs this Agreement and it will be enforced by either party in [Your state].**

This Agreement will be governed by [Your state] law, without regard to its conflicts of law principles. You understand and agree that you submit to the exclusive personal jurisdiction and venue of this state and agree that any legal proceeding commenced shall take place in **[Your County, Your State]**. Prior to the commencement of any litigation, the parties agree to submit to one two-hour minimum mediation session before a mediator licensed in [Your state].

11. **No Assignment; No oral waivers or modifications.**

 This Agreement may not be assigned to any other party. Its requirements may not be waived or modified except in writing signed by the Company.

12. **Electronic Signatures and Other Documents.**

 You agree that your electronic signature is valid and binding evidence of your assent to the terms of this Agreement. You agree to sign additional documents which may be necessary to complete the material purpose of this Agreement, including without limitation, waivers and/or limitations of liability, payment authorizations, and/or publicity releases. If you pay for the program using a credit or debit card that is not in your own name, you represent and warrant that you have authority to charge the card and will not initiate a chargeback for this reason.

13. **No relationship.**

The parties hereto expressly understand and agree that they are not employers or employees, principals and agents, or partners or co-venturers in the performance of each and every part of this Agreement, and they remain solely responsible for all of their respective employees and agents.

By placing your order, you agree to the foregoing terms.