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**Mastermind Agreement**

Masterminds are a common way to scale from one-on-one services to a one-to-many, leveraged business model, often at a higher price point.

**How to use this agreement:** This Agreement covers masterminds that do not have an in-person component.

A couple more notes before you get started: This agreement assumes that your clients are purchasing a business-to-business service (as in, that they are business owners). If that is not true, take out the section that refers to this at the end of the agreement (it is highlighted so you can find it). As always, if there are things in the agreement that don’t match how you do business, take them out or update them. For example, this agreement assumes you have a no refunds policy. If that is not the case, update that section with your refund policy. Other examples include that your mastermind participants will not receive done-for-you services or coaching, which may not be accurate.

**Mastermind Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (participant name), thank you for joining [your company] for the [name of mastermind] Mastermind, starting \_\_\_\_\_\_\_\_\_\_\_\_ (date signed) and ending [end date].

This is your contract. ***Please read it carefully before signing, because you are making an important commitment to [your company].***

**THE BASICS**

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

2. The Program Price is $\_\_\_\_\_\_\_\_\_\_\_\_\_ [price] (US Dollars), payable [upfront or installments of $\_\_\_\_\_\_\_\_]. The installments are a courtesy; the entire amount remains due, and this is not a membership.

3. By joining right now, you are also receiving this bonus: [bonus].

4. We make it easy to understand what it is like to do business with [your company]. [if you have business policies, reference them here, and if not, delete this sentence and the next: Please check out the Company Policies before signing this Agreement. Those policies are part of this Agreement even though they are not spelled out in this document.]

5. This Agreement, [and if you have them, the Company Policies and Disclaimers, and the Credit Card Authorization] 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 MASTERMIND SPOT INCLUDES**

[**the following is a list of examples of what a mastermind may include to get you started writing the components and their descriptions. There are no wrong answers here, just be sure the list is complete and accurate**]

1. **Exclusive Facebook Group.** You won’t be left hanging in between the live retreats. Instead, you will have access to the exclusive Facebook Group, where you can submit questions, files, videos, marketing pieces and any other materials for the group to critique. [your company] will participate in the Group with occasional live streams, question and answer sessions, and other information as the group needs dictate.

2. **Voxer Coaching.** Leave voice messages about your business for the [your company] team on the Voxer app, available for Android and iPhone. You’ll get a response specific to your business within three (3) business days. Be sure to check out the Voxer policies in the Facebook Group files.

3. **Portal Access.** You receive access to the [your company] online portal, which includes written materials and video and audio lessons on business topics. Remember, this is an action-oriented program, not a course, so think of the portal as a way to receive supplemental information from [your company], not the primary reason for joining.

4. **Guest Experts.** You receive reasonable access to guest business experts in the Facebook Group.

5. **Virtual Retreats.** In the first thirty days, you will receive access to two virtual retreats will be held to cover [topics related to the mastermind, usually as a way to orient the participants to your methods]. The virtual retreats will be held on [dates].

***Please understand:*** Occasionally the curriculum, guest experts, and channels to access [your company] 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; please allow three (3) business days for responses to questions on Voxer or in the Facebook Group from [your company], and [if you review homework of any kind] two weeks for review of sales pages, documents, etc.

3. **Endorsements.** You are not receiving an endorsement from [your company] or [you], and neither is any other participant. Do not create the appearance of an endorsement or rely on any person who claims to be endorsed by [your company].

4. **Ownership of Written Materials.** As a participant, you will have one license to view written materials provided by [your company]. You do not have ownership of this information, which is protected by federal copyright laws. Some of the information is also protected by a contractual license between the provider and [your company]. You may not copy, re-engineer, distribute, or otherwise provide access to this information to any other person, for free or paid, without express written consent of [your company], which it may withhold for any reason, and purchase of a license (prices start at $2,500.00).

5. **Trademark Usage.** [your company] protects its names! You are not receiving permission to use trade and service marks like [list your important business and program names, catchphrases, and slogans or symbols here], 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 Mastermind.

7. **Confidentiality.** [your 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. [your company] 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, [your company] may issue an additional $250 fee to you.

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. 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 Mastermind Program 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 [your company], its 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 OF THIS AGREEMENT.

6. **No Accreditation.**

Participant acknowledges that no representation has been made concerning the accreditation of the Mastermind. It is not a regionally or nationally accredited program and has not been accredited by the Council for Higher Education Accreditation or any other designated agency or accrediting body recognized by the United States Department of Education.

7. **No Professional Advice.**

The Company does not engage in the rendering of [medical, legal, accounting, financial, or other professional] services. 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.

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

Results from the Mastermind 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 Mastermind Program will provide results.

9. **[your company] 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 monthly pro-rated refund to you.

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. I understand and agree that I submit to the personal jurisdiction and venue of this state and agree that any legal proceeding commenced shall take place in [your city and state].

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

 This Agreement may not be assigned to any other party except for collection. 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.

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.

I have read the foregoing Agreement, understand its terms, and agree:

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| --- | --- |
| [your company]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |