

Terms & Conditions

SPEAKING & COACHING AGREEMENT (AGREEMENT)

Please read this Agreement carefully. By clicking "I Agree", or otherwise signing up for speaking and/or coaching services with The Vision Investment (Company), you (Client) agree to the following terms and conditions:

1. **Company Services.** Company will provide the services agreed to in writing by the Parties to this Agreement (Services). Company reserves the right to substitute comparable Services if the need arises, in Company's discretion.
2. **Compensation.** Client agrees to pay Company for the Services per the Payment Schedule on Company's website, or the Parties' attached written agreement.
3. **Refunds.** There are no refunds. If Client cancels (or doesn't attend) the Services for any reason, there will be no refund.
4. **Late Payments.** For late payments, Client agrees to pay the maximum late fees allowed by law, plus all costs of collection, including attorneys' fees.
5. **Chargebacks and Payment Security.** Client authorizes Company to charge its credit card for the Services. Client shall not make any chargebacks to Company's account or cancel the credit card provided as security, without Company's prior written consent.
6. **Termination.** Company can terminate this Agreement if Client is behind in payments, or otherwise in default of this Agreement.
7. **Confidentiality.** The term "Confidential Information" shall mean information, which is not generally known to the public relating to the Client's business or personal affairs. Company agrees not to disclose or make use of any Confidential Information learned through its transactions or discussions with Client, without the written consent of Client.
8. **Intellectual Property.** Client understands and agrees that it may not reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Services, or provide anyone else access to the Services provided Client, as Company owns all intellectual property associated with the Services.
9. **Recordings of the Services.** Client consents to recordings being made of the Services. Client gives Company the perpetual worldwide right to use, without compensation to Client, all or any portion of course materials, videos and audio recordings of courses, and materials submitted by Client to Company, in connection with the Services, for Company's future lecture, teaching and marketing material, and other products and services provided by Company. Client similarly consents to its name, voice and likeness being used by Company for future lecture, teaching and marketing materials, and other products and services provided by Company, without compensation to the Client.
10. **No Substitute for Medical Treatment.** Coaching is not a substitute for counseling or medical care of any type.

11.Limitation of Liability. YOU TAKE FULL RESPONSIBILITY FOR YOURSELF AND ANY ACTIONS YOU TAKE THAT MIGHT RESULT FROM COACHING. ABSENT ITS WILLFUL OR INTENTIONAL MISCONDUCT, COMPANY IS NOT RESPONSIBLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT. IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF COMPANY TO CLIENT FOR DAMAGES FROM ANY AND ALL CAUSES, AND THE CLIENT'S MAXIMUM REMEDY AGAINST COMPANY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT CLIENT HAS PAID COMPANY PURSUANT TO THIS AGREEMENT. ANY SUCH CLAIM MUST BE BROUGHT WITHIN 6 MONTHS OF THE FACTS GIVING RISE TO THE CLAIM.

12.Disclaimer of Guarantee. Company makes no representations or guarantees regarding performance under this Agreement.

13.Speaking Rules. Client agrees to act professionally and respectfully with Company and other Clients.

14.Governing Law, Mediation and Choice of Venue. The Parties agree that this Agreement shall be governed by and interpreted under the laws of the State of Minnesota, and any legal actions between them will be held in Minnesota courts.

15.Waiver. If a Party doesn't insist on a right under this Agreement in one situation, that Party is not waiving any other rights or the same right in other situations.

16.Severability. If any provision of this Agreement shall be declared invalid or unenforceable, all remaining provisions shall continue in full force and effect.

17.Entire Agreement. This Agreement is the entire agreement between the Parties. Any amendment must be in writing signed by both Parties.

I have read and agree to this Agreement. I agree to pay the full amount owed at or before each scheduled speaking event and/or coaching session.