



Consulting Package Agreement

THIS AGREEMENT (the Agreement) is being made by and between *The Divorce Solutionist* (the “TDS”) and the person(s) executing this Agreement as Client/Client on the last page of this Agreement. This Agreement is made and entered into as of the date this Agreement is executed by the parties hereto.

The Divorce Solutionist (referred to hereinafter as “Program Administrator/Coach”) owns and manages a virtual Clientship based program that operates within the continental U.S. The Program includes services of an advisory nature, as well as consulting, document preparation, digital products, legal research, workshops, etc. Each Client will work with the professionals to prepare, position, and present their divorce or custody case in court. The objective of each Client is to learn to use & implement practical and strategic tactics to achieve their objectives. Each Client will be responsible to participate and interact with the professionals, as laid out in their Strategic Plan (“Casemap”). In addition, each Client will be responsible for following the details within their plan unless a deviation is discussed with the Program Administrator.

A. Strategist/Coach-Client Relationship:

1. Client understands that they are agreeing to a coach-client relationship that is equivalent to that of a consultant-client. This relationship limits the ability of the Coach to act on the Client’s behalf.
2. Client is solely responsible for creating and implementing his/her own physical, mental, and emotional well-being. Thus, any decisions, actions, etc. taken by the Client because of participating in the Clientship program are the responsibility of the Client.
3. Client may cancel his/her Clientship at any time after this Agreement is signed.
4. Client acknowledges that the unique nature of this Program will encompass unconventional methods to deliver its services. However, for the most part, the services will be rendered virtually.
5. Client understands that to enhance the relationship and the services rendered, that the Client must communicate efficiently, timely, and as honestly as possible.

B. Services:

1. TDS shall establish parameters for the acceptance of the Clients in the Program, which may include, but not necessarily be limited to, the following:

a. Completion of a written Clientship application and acceptance or approval into the Program.

b. The Client shall be required to pay an initial, non-refundable Clientship fee of \$1495.00 for a one month package_____and a monthly Clientship fee of \$_____. Such fees shall be payable at the time Clientship is granted and on a monthly basis the same date of each month thereafter.

c. TDS reserves the right to limit the number of Clients to a level it deems appropriate.

d. In the event TDS receives Clientship applications in excess of its established maximum, a waiting list shall be established. As additional Clientships become available, the applicants on the waiting list will be offered Clientship in the order in which their applications were received.

e. The Program Administrator & Client agree to engage in a month-to-month Clientship Program through telephone, video, email, internet, and text meetings/communications. The Program Administrator shall be available via email, text message*, and private Facebook group in between scheduled meetings.

f. The Program Administrator may also be available for additional time, as per the Client's request, for an additional fee. (If the Program Administrator needs the additional time to ensure the quality of services rendered, the Client shall not pay an additional fee for the time used to discuss what is necessary.)

C. Detailed Services for Consulting Packages:

a. One half-hour Consultation. This meeting will be held via phone or video to discuss the details of the divorce or custody case. The Client will be responsible for providing any and all requested info PRIOR TO (within 24 hours) the meeting to ensure efficiency & effectiveness.

b. Personalized Strategic Action Plan ("Casemap"). Once all the background info is compiled, the relevant court documents are provided (if the Client needs additional time to obtain court documents, they must request this as soon as practicable. NOTE: A request for an

extension of time will result in a cancellation of any scheduled meetings. This Casemap will include a detailed analysis of the case, its applicable laws, relevant case law*, a background search of the judge (if one is assigned), and application of all the laws to the facts. This Casemap shall serve as the roadmap for how the Program Administrator (and anyone it employs) and the Client will make decisions in the case. The Casemap shall be completed within seven (7) days of receipt of all requested information & documentation.

c. Weekly Email Check-In. Client shall have regular weekly check-ins & updates with the Program Administrator. These weekly emails will give the Client the opportunity to ask questions, seek advice, provide updates, etc. NOTE: Any contact needed in between the weekly emails shall be limited to inside the private Facebook group.

d. Local Court Procedural Rules. Client will be provided with a list of the procedural rules for the court of their specific state (limited to one state only. Any additional state will incur an additional fee.) The rules will give the Client timelines, deadlines, etc.

e. Free Legal Forms. Free forms include Parenting Agreements, Case Checklists, Financial/Budget Sheets, etc.

f. Clientship in Private Facebook Group. A private Facebook group is created just for paid Clients of the Program. The Clients will have the freedom to post any questions they might have about any part of their case or the Program. In addition, the Clients will have the benefit of supporting others and receiving support from others who are going through similar issues. Guest speakers will appear within the group to discuss issues related to the Clients' specific issues.

g. Discount on Unbundled Services. Client shall receive a discount of up to 20% of the cost of any of TDS's "limited scope" services. Those services include Document Preparation, Document Review, Background Search, Caselaw Research, Judge Lookup, and Uncontested Divorce.

h. Weekly Text Message Check-In & Updates.

i. Document Review. The client can submit (via upload or within the group) Petitions, Court Orders, Correspondence, and Email/Text Communication for interpretation or analysis. The turnaround time for such a review is based on the urgency of the matter and the timing of its submission. The Program Administrator shall respond with an analysis or interpretation of the document in the manner that is most efficient given the circumstances. the Program Administrator shall exercise discretion in the number of times or the number of documents the Client shall submit for review or analysis. **NOTE:** Show Cause/Motions, Discovery Responses, Interrogatories, Professional Reports, Transcripts, Agreements (of any kind), or anything not listed more than three (3) pages long are **EXCLUDED**. However, the Client can pay the discounted rate to have any of these documents reviewed.

j. Access to TDS's Exclusive Attorney Referral List. The client shall have access to TDS's list of vetted & screened attorneys for their specific state. The list will highlight if the attorneys have a specific specialty or expertise in things like Parental Alienation, Relocation, Narcissistic Abuse, and so on.

k. Biweekly Group Call. Clients will have the opportunity to join a pre-scheduled biweekly video conference call to discuss anything related to their divorce or custody case. We shall focus on strategy but can cover anything related to other relevant topics.

D. Schedule and Fees

1. Clients pay according to the plan they choose.
2. One Month: \$1495.00
3. 3-Months: \$3995.00
4. 6-Months: \$7995.00

The fee is established at the time of the signing of the Agreement.

5. As used herein, a "Package month" shall be the same as a calendar month, unless otherwise established from time to time by TDS. The Client shall pay the Clientship fees in accordance with the terms set forth in the Application accepted by TDS. TDS reserves the right to change the monthly Clientship fee or to implement an initial, non-refundable registration fee at its sole discretion; provided, however, that any such increase or implementation shall be given by written notice at least thirty (30) days before the next billing cycle starts.
6. No Client may participate in or take advantage of any of the package benefits if their fees have not been timely paid. Failure to pay such fees when due, including any late fees or similar charges, shall be grounds for revocation of all package privileges. Any payments due and outstanding at the time will be subject to collection measures.
7. The package shall be automatically renewed effective the same calendar day of each month from the beginning of Clientship. An automatic subscription payment shall be executed on that date. Any returned or declined transactions bank fees or surcharges, due to no fault of the Program Administrator, shall be the responsibility of the Client.
8. The Client may cancel at any time in writing before the next billing cycle starts. But

if any services are rendered that were unpaid, the Client will be billed for those services at the hourly rate (\$250/hr)

9. Cancellations shall be effective the last day of the month that the Client paid. So, if the Client cancels on the 25th day of their month, they will have access until the 30th (or 31st) day of that particular month.

E. Rights & Responsibilities

1. The Client shall not have the right to transfer the rights under this Agreement.
2. The Client, subject to the provisions of this Agreement and the Rules and Regulations shall have the following privileges, all as more completely described in the Rules and Regulations of the Café: ATTACHED AS SEPARATE DOCUMENT.
3. In order to provide the best quality level of service, and balance the needs of its Clients & of the Program Administrator, TDS may from time to time establish and amend rules (the "Rules and Regulations").
6. The Client is responsible for providing ALL information (no matter the form) requested by the Program Administrator, that is necessary to provide its contracted service within the Package. Information includes, but is not limited to, background info, court documents, recordings, pictures, etc. that is reasonably necessary to carry out the Programs & Client's overall objectives. Any documents not within the Client's possession can be obtained by the Program Administrator for an additional fee. (This is a service provided in the Unbundled Services and will be subject to a discounted rate for specific Clientship levels). Such requests shall have a timeframe for the Client to comply. Any failure of the Client to comply within the specified timeframe shall result in a delay of all services unless a reasonable extension is granted, upon request.
7. If the Client has an issue with the delivery of service, benefits of Package, timeframes, etc. they are to notify the Program Administrator in writing (via email) within a reasonable time. The Client is to allow the Program Administrator a reasonable amount of time to address the Client's concerns. When an attempt at resolution has been made, the Client has several options based on the outcome. If they are satisfied, they shall resume Clientship with new agreed changes implemented; they shall resume Clientship with no changes implemented, or they shall discontinue Clientship pursuant to the cancellation policy. Any of these choices should be exercised in writing as soon as possible.

F. Scheduling & Meetings

1. The time of the consulting/coaching meetings will be determined by the Program Administrator, with consideration of Client's availability. The schedule and access details will be provided separately.
2. Any additional meetings (paid separately) will be scheduled upon request and shall differ from the preplanned meetings.

G. Confidentiality

1. The consulting/coaching relationship, as well as all information (documented or verbal) that the Client shares with the Program Administrator s part of this relationship, is bound by the principles of confidentiality. However, please be aware that this relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Program Administrator (or its contracted professionals) agrees not to disclose any information pertaining to anyone besides the contracted professionals, to the Client without the Client's written consent.
2. The Program Administrator will not disclose the Client's name as a reference without the Client's consent. Confidential Information does not include information that: (a) was in its possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Program Administrator from a third party, without breach of any obligation to the Client; (d) is independently developed by the Program Administrator without the use of or reference to the Client's confidential information; or (e) the Program Administrator is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Program Administrator and as a result of such disclosure the Program Administrator reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Program Administrator in a timely manner.

H. Release of Information

1. The Program Administrator engages in collaborative work, training, and continuing education to ensure that quality service is provided to the Client. As a result, the Client might need to allow permission for use of their information to facilitate this. If this is the case, the client will be asked to sign an agreement allowing your name, contact information, and any other details that will support this effort. This info will

only be shared with the necessary parties involved in this process for the sole and necessary purpose of getting professional insight on the various aspects of the case. Client Agrees _____ Client Refuses _____ According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

I. Cancellation Policy

1. SEE Cancellation Terms in Schedule & Fees Section Above.

J. Record Retention Policy

1. The Client acknowledges that the Program Administrator has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than one years. The Client may request, in writing, any portion of these records within the Clientship participation/activation and the one-year period after such Clientship ends. (The Client will incur the costs of producing and providing these records.)

K. Limited Liability

1. Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the services provided.
2. Consulting/Coaching is a service that provides personal coaching to specific individuals on an individual basis or within a group setting. The Client is aware that the service is in no way to be construed or substituted as legal representation, legal advice, any type of therapy. The service provided may include legal consultations with a qualified professional.
3. TDS will at all times, exercise its best professional efforts, skills, and care of ensuring that the Client is advised and guided to meet their aims and goals. Although the Client understands and acknowledges that the Program Administrator will not be liable legally or otherwise, for the actions the client may or may not undertake as a result of the consulting/coaching sessions or the outcomes of taking such actions.

4. No assumption of responsibility is made or given, and the client requesting such advice agrees not to hold TDS (its owners, agents, affiliates, etc.) responsible or liable in any form or fashion, for such actions taken of their own accord. The method and process by which this advice and direction are given in whatsoever, written or verbal, constitutes an agreement or liability on the part of the provider and is acknowledged to be different in many ways than legal representation.
5. Client) agree that using any of these is entirely at your own risk. Consulting/Coaching services are provided "as is", without warranty of any kind, either expressed or implied, including without limitation any warranty for information services, coaching, uninterrupted access, or products and services provided through or in connection with the service. This service is requested at the Client's own choice and with inherent singular responsibility. Any actions or lack of actions, taken by the Client of such advice is done so solely by choice and responsibility of the client and is neither the responsibility nor liability of TDS (its owners, agents, affiliates, etc.)
6. Client takes full responsibility for the decisions they make after being consulted/coached as well as the consequences. The client enters consulting/coaching with a full understanding that they are responsible for creating their own results.
7. Periodically, TDS may provide links to other websites or written print material that may be of value, interest, and convenience to you. This does not constitute an endorsement of material at those sites or any associated organization product of service. It is the responsibility of the user to make their own informed decision about the accuracy of the information at those sites and print material including their privacy policies. In no event shall TDS be liable for any incident or consequential damages resulting from the use of the material.

L. Dispute Resolution

1. This Agreement shall, in all respects, be governed by the laws of the State of New Jersey. Any controversy or claim arising out of, or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration, which will occur via telephone or video, by an Arbitrator that we mutually agree on. The costs for such be shared equally between the parties.

Witness our signatures, this the ____ day of _____, 20__.

The Divorce Solutionist (“TDS”)

Client

Print Name