

YOMEI SERVICE AGREEMENT

Why You're Reading this Document

The following Service Agreement (the "**Agreement**") will clearly communicate our expectations in working together as we build your yoga and health practice. Please raise any questions you have before signing to make sure we are on the same page moving forward. Let's do this!

In exchange for agreeing to work together with YOMEI, you agree to be bound by the following conditions:

Contractual Terms

1. **Parties.** This Agreement is made between Aprile Atwater, operating as YOMEI, a sole proprietor in the State of Virginia ("**YOMEI**" "I", "me", and "my") and you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Agreement ("you" and "your").
2. **My Commitment to You.** I promise to provide you an engaging yoga and health practice, which is called Whole Body Wellness (the "**Services**"), as outlined in Schedule "A" Services. Here is what you can expect from me:
 - 2.1. I provide whole-person (mind, body soul) workshops and individual service sessions for individuals to improve life quality and goal achievement
3. **Our Vibe.** I'm so excited to lead you in yoga and health practices. I am all about being innovative and unique and serving with love.
4. **What I Expect of You.** Just as you are investing in me, I am also investing time and energy in you. For you to gain the most from the our practice together and the Services, here is what I expect of you:
 - 4.1. Let's honor our time. Time integrity and keeping your word is important. Please arrive on time and honor the length of the Services. Your session begins at the time scheduled, if you are late, the session ends at the originally scheduled time. Please try to arrive at least ten minutes before scheduled start time.
 - 4.2. You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
 - 4.3. I expect you to be committed to the Services and your practice and that you will do things to help you improve your own body.
 - 4.4. I expect you to be upfront and honest about how your body works, what pains you have and your medical history. I can't help if I don't know what you are experiencing!
 - 4.5. I expect you to follow through with commitments made to YOMEI and for participants to remain open minded and participate in the workshops and sessions provided.
 - 4.6. I expect to be respected and treated humanely during all sessions and time together, abuse of any kind will not be tolerated.
5. **Term + Termination.** The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and YOMEI (the "**Term**").
 - 5.1. The Agreement may be terminated by either party at any time by providing 90 days advance written notice to the other party (email or text is fine). However, if you terminate the Agreement before the term is complete, you will be obligated to make all payments as outlined in Schedule "A" Services.
 - 5.2. YOMEI reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 4 above and you will not be entitled to any refunds or any continued working relationship with YOMEI.
6. **Payment.** Payment details and cost for the Services are outlined in Schedule "A" Services.
7. **Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how I've drafted my cancellation and refund policy:
 - 7.1. **48 Hour Notice Required.** Please give 48 hours' notice if you have to cancel or reschedule, provided it is in the timeframe of this Agreement.

7.2. There will be no refunds for services purchased; cancellations with less than 48 hours' notice will result in forfeit of one paid session

- 8. **No Guarantees.** YOMEI cannot guarantee the success of the Services. I promise to provide you with the opportunity and yoga practice to support you and see you grow, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from my Services.
- 9. **Ownership of Materials.** All the content that I have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.
- 10. **Media Release.** You agree to grant me the irrevocable right and permission to use, throughout the world and in perpetuity, your image, video content, likeness, motion pictures, photographs, videotapes, recordings, or any other record of your participation in the Activities, for any purpose, including commercial use. Translation: you give me permission with no takebacks to use images, video, and any other recording of you anywhere in the world, for any purpose, forever. For example, if I film a promo video of any of the Activities and it has you in it then I am allowed to post it on my website, social media pages, or use it for any purpose whatsoever without asking you for permission. If you really don't want something up on the internet, you can always nicely ask me to take it down. In most cases that won't be a problem.

Please Initial: Agree Disagree

- 11. **Waiver Release.** Before you practice yoga with YOMEI and participate in the Services, in our online courses, you must sign (electronically, by hand, or by clicking 'I Agree') the waiver provided to you by me. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 12. **General Indemnity.** You hereby fully indemnify YOMEI, YOMEI and any of its members, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "**Indemnified Parties**") and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, either during or after the Term, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in providing the Services, provided that where YOMEI has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.
- 13. **Standard Legal Things. Jurisdiction.** This Agreement will be governed exclusively by the laws of the State of Virginia
Severability. If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Survival.** Provisions 9, 10, 11 and 12 will survive the termination of this Agreement. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having You click "I Agree," the effect of which will be the same as if we signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Printed name _____

Signature _____ Date _____

Per: Aprile Atwater, YOMEI

Printed name _____

Signature _____ Date _____

SCHEDULE "A" SERVICES

Whole Body Wellness

Cost

This will outline the cost of the service we discuss, to include packages

Duration

Details of package timeline will be stated her, for example 5 sessions by (date)

Payment

Payment due at time of scheduling and contract signing

Service Type:

Circle or Highlight
All that apply

Yoga

Mindful Coaching

Emotional Intelligence Coaching

Sound Healing

Energy Cleanse

YOMEI Workshop

Life Coaching