



## Service Terms and Conditions

**The CLIENT agrees to the following terms for services rendered by Maximum Wellness, (MWS).**

**Business Hours:** Standard business hours are Monday – Friday 9:00 AM to 5:00 PM Eastern Standard Time. Off hours support may be available but is not implied. MWS observes all federal holidays. Services outside of standard business hours are billed at off hour rates.

**Pricing:** Pricing is made of two parts, the Services Fee and time/materials fees. All onsite service is billed upon confirmation of booking. Additional to the proposed time is billed in 15 minute increments at \$50 per quarter hour. Materials are billed for any equipment that is used or needed to complete the service. Unless otherwise arranged; time, date and details pertaining to delivery must be fair to all parties. If changes or modifications are applied, a penalty fee of \$150 will be imposed to the CLIENT, unless it is within a 2 weeks' notice (14 working days) prior to commencement of services and changes are only valid after the initial dates proposed. MWS reserves the right to refuse service as well as to change fees and rates at any time without notice.

Client responsibilities:

1. **CLIENT is solely responsible for the preparation and for setting up any and all presentation venues prior to commencement of the delivery by MWS.** MWS strongly recommends the CLIENT to provide the floor plans for preparation and for emergencies exits. CLIENT agrees not to hold MWS or its agents responsible for damage or loss that results from providing the service requested.
2. CLIENT is responsible for providing safe and clear access to all areas of home or office where work is performed to avoid incidental damage to property including computer equipment, furniture and walls. CLIENT also acknowledges that there is a risk of damage due to the nature of the services performed.
3. CLIENT agrees that they will not solicit work from MWS Trainers and Associates without approval from MWS. This agreement is in force for 1 year after last service date.
4. CLIENT agrees to pay MWS for all charges at time of service. MWS does not provide billing services to clients. If there are problems with payments (i.e. bounced check, delayed payments), there is a \$30 service charge. If there is an outstanding balance on an account, MWS reserves the right to refuse or stop service until payments are made.
5. CLIENT agrees to release and hold harmless MWS from any and all liability associated with the performance of service or the provision of parts, and acknowledges also that MWS offers no explicit or implied warranty or guarantee on services performed or provided.
6. CLIENT agrees to provide legal media for all services rendered by MWS and agrees that it will be bound by MWS.

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### **Release of Liability:**

MWS is a provider of Wellness on-site services and does not offer or provide free telephone technical support. Neither the signing of this agreement nor the performance of services by MWS implies availability of telephone technical support. MWS reserves the right to bill for time spent troubleshooting on the phone.

This document constitutes the entire agreement between CLIENT and MWS. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

The customer agrees to release MWS and its agents from liability for material and financial loss from the actions of MWS and its agents. This includes but is not limited to loss of data, computers, peripherals, software, etc.

**The CLIENT understands, and agrees to the terms specified in this agreement. A copy of this agreement is kept on file at the offices of Maximum Wellness, (MWS).**