**SERVICE RETAINER AGREEMENT WITH DR. LAVERNE E. DENYER**

Thank you for becoming a valued Client of Dr. Laverne E. Denyer! You and your partnership in your personal quest for your Heart’s Desire are valued and respected. This is the Service Retainer Agreement for our work together. Please read it, fill in the appropriate sections, save a copy for yourself, and submit the completed document to Ldenyer@netzereo.net.

Good communication of intention helps us to work together in harmony and avoid unnecessary complications. I wish the modern world did not need for us to use this type of documentation, but it does, so this is an important document for both parties. It is designed to protect you and your interests just as much for me as your Service Provider. Thank you again for your trust and business.

After completing the form, you will receive an Invoice for your payment. The invoice will be issued through a secure PayPal server with all the necessary security certificates. It is not essential for you to have a PayPal account of your own to complete payment. PayPal accepts your credit cards or your own PayPal account for remittance.

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**THIS** SERVICE RETAINER AGREEMENT **(the “Agreement”)
dated this (date)** Click or tap to enter a date. **IS BETWEEN:**

Click or tap here to enter Client Name.
(the “Client”)

-AND-

Laverne E. Denyer of PO Box 721, Yuba City, Ca 95992
(Your Service Provider)

# BACKGROUND:

1. The Client is of the opinion that the Service Provider (Reverend Dr. Laverne E. Denyer) has the necessary qualifications, experience and abilities to provide services to the named Client.
2. The Client is agreeable to having Dr. Denyer provide such services to the Client as based upon the terms and conditions set forth in this Agreement.
3. Dr. Denyer is agreeable to providing such services to the Client based upon the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledging the “Client” and the “Service Provider,” Dr. Laverne E. Denyer (individually the “Party” and collectively the “Parties” to this Agreement), agree as follows:

##  Description

1. Services provided by the Service Provider is an alliance between the Service Provider and the Client in a thought-provoking and creative process that inspires the Client to maximize personal, spiritual, and professional potential.

## Client Responsibilities

1. The Client hereby agrees to engage the Service Provider to provide the Client with services (the “Services”) consisting of:
	* Master Intuitive and Counseling (or Other Named Retainer Service as stated herein) for personal, spiritual, and/or business matters.
		1. Other Named Retainer Service: Click or tap here to enter Named Service.
	* The Client is responsible for creating and implementing his/her own physical, mental, spiritual, and emotional well-being, decisions, choices, actions and results rising from the mutual interaction with the Service Provider. As such, the Client agrees that the Service Provider is not, and will not be, liable for any actions or inaction, or for any direct or indirect result of any services provided. The Client understands advising (or other service) is not traditional therapy and it does not substitute for traditional therapy if needed, and does not in itself prevent, cure, or treat any mental disorder or medical disease.
	* The Client understands that the Service Provider’s services are not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals, and that the Client will seek independent professional guidance for such matters as appropriate. If the Client is currently, or subsequently goes under, the care of a mental health professional, the Service Provider strongly recommends that Client informs the mental health care provider of the work under way between the Service Provider and the Client.
	* The Client agrees to communicate honestly and fully, to be open to feedback and assistance, and create the time and energy to participate fully in the working process.

## Schedules & Fees for Services Provided

1. This agreement is valid beginning on the date signed below on the Agreement page, unless a mutually agreed upon date other than the signing date is stated in this document.
	1. In the event the signing date differs from the actual beginning date, the agreed upon actual beginning date shall be: Click or tap to enter a date.
2. The Services may also include any other tasks which the Parties may agree upon in writing, and any additional fees if applicable. The Service Provider hereby agrees to provide such Services to the Client as selected by the Client at the rate indicated:
* **The per hour standard session fee is understood to be $350 per session**, which is discounted according to the Service Retainer Package selected.
* **The Client agrees to pay a retainer** **fee for the agreed-upon services** at the rate indicated for the VIP Click or tap here to enter Silver or Gold. STAR Retainer Package indicated in the chart below, to total $Click or tap here to enter payment amount.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Number of Sessions Per Month** | **Number of Months** | **Savings** | **Total Retainer Fee** |
|[ ]  **VIP SILVER STAR RETAINER** | 5 Sessions Per Month (Sessions do not accrue beyond the monthly time period) | 1 Month | $450 | $1,300 |
|[ ]  **VIP GOLD STAR RETAINER** | 7 Months of 5 Sessions Per Month(Sessions do not accrue beyond the monthly time periods) | 6 plus 1 free = 7 Months | $1,600 (Silver Star) to $4,750 (individual sessions) | $7,500 |
| VIP Retainer Package Clients are eligible for discounts on classes and other services |

## Term of Agreement

1. The term of this Agreement (the “Term”) will begin on the signing date of this Agreement and will remain in full force of effect until the completion of the Services as specified by the selected Service Package timeline above, subject to earlier termination or extension as provided in this Agreement.
	* The Term of the Agreement Package may be extended by mutual written agreement of the Parties, with appropriate fees adjusted.
	* The selection of an upgraded Term of the Agreement Package and the adjusted fees for the Term of Agreement Package may be adjusted by mutual written agreement of the Parties, with any remaining payment from a prior package applied to the new agreement.
2. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

## Performance

1. The Parties agree to do everything necessary to ensure that the terms of the Agreement take and stay in effect.

## Service Session Delivery Procedure

1. The Client will initiate all scheduled appointments, using the Service Provider’s phone number of 1-530-713-4857, to arrange the appointed time(s).
	1. Sessions may be conducted through digital or in-person meetings.
2. Records of the number of sessions spent on calls/meetings/appointments shall be kept by the Service Provider; and the Client may ask to be apprised of the allotted sessions used and remaining each month. (Pre-scheduling is an advantageous approach to assure desired appointment times.) Unused sessions during any month do not accrue to following months. It is the responsibility of the Client to schedule and use the allotted sessions.
3. The session appointments will be determined by the Service Provider and the Client based upon a mutually agreed upon schedule.
4. If the Service Provider will be at any other number for a scheduled call, the Client will be notified prior to the scheduled appointment time. Text or Email records will suffice as records for such adjustment.
5. Prior arrangements can be made in the case of a compelling reason for the Service Provider to initiate the session calls, if such an arrangement is agreeable and convenient for both the Service Provider and the Client. Text or Email records will suffice as records for such agreement.

## Performance

1. This service relationship, as well as all information (documented or verbal) that the Client shares with the Service Provider as part of this relationship, is bound to confidentiality by the standard ethical practices of the Service Provider, but is not considered a legally confidential relationship (as in Medicine or Law).
	* The Service Provider agrees to not disclose any information pertaining to the Client without the Client’s written consent unless required by law.
	* The Advisor will not disclose the Client’s name as a reference without the Client’s consent unless required by law.
	* Confidential information does not include information that: (a) was in the Service Provider’s 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 Service Provider from a third party, without breach of any obligation to the Client; (d) is independently developed by the Service Provider without use of or reference to the Client’s confidential information; or (e) that information held by the Service Provider is required by law to disclose.
2. According to the ethics of the profession, topics may be anonymously and hypothetically shared with other advising/coaching professionals for training, supervision, mentoring, evaluation, further coaching professional development and/or consultation purposes.

## Cancellation Policy

1. The Client agrees that it is the Client's responsibility to notify the Service Provider twenty-four (24) hours in advance of any changes to the scheduled sessions except in the event of extreme emergency. The Service Provider reserves the right to deduct the scheduled time from the Client’s contractual Package for a missed meeting when the Client fails to provide adequate notification or acceptable valid cause. The Service Provider will attempt in good faith to reschedule another meeting.

## Currency

1. All monetary amounts referred to in this Agreement are in U.S. Dollars.

## Compensation

1. For the services rendered by the Service Provider as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Advisor according to the Package selection in Item #4.
2. The Compensation will be payable in full prior to the actual performance of services according to the Package selection in Bullet #4. (Exceptions may be negotiated and approved by mutually written agreement)
	* Should the Parties mutually agree to adjusting the service Agreement upward to a higher-level Package during the course of a current Agreement, any remaining unused fees from the existing Agreement shall be credited to the new Package Agreement.
	* Once the existing service Agreement is completed, the Term Agreement on a service Package may be extended or adjusted by mutual written agreement.
3. The Compensation as stated in this Agreement does not include any sales tax or other applicable duties as may be required by law. Any sales tax or duties required by law will be charged to the Client in addition to the agreed-upon Compensation. (It is extremely rare to have any additional taxes or fees required)

## Reimbursement of Expenses

1. Should any additional, reasonable and necessary expenses be incurred by the Service Provider in connection with providing the Services hereunder, the Service Provider will be reimbursed accordingly.
	* Such additional expenses shall be pre-approved by mutual written agreement.
	* An example would be travel, lodging and/or other expenses required for visiting the Client’s location.
2. The Service Provider will furnish vouchers to the Client for all such expenses, as requested.

## Capacity/Independent Service Provider

1. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent agent, and not as an employee. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Client Name Click or tap here to enter text. Advisor Name: Laverne E. Denyer
Client Email Click or tap here to enter text. Advisor Email: Ldenyer@netzero.net

Or to such other address as any Party may from time to time notify the other.

## Indemnification and Limited Liability

1. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes any/all prior written and oral representations, and may only be adjusted by mutually agreed written amendments and agreements.
2. Except as expressly provided in this agreement, the Service Provider makes no guarantees or warranties, express or implied.
	* In no event will the Service Provider be liable to the Client for consequential or special damages.
	* Notwithstanding any damages that the Client may incur, the Service Provider’s entire liability under this agreement, and the Client’s exclusive remedy, will be limited to a reasonable portion of the amount paid by the Client to the Service Provider under this agreement for all services rendered up until and including the termination date.
3. If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Client and Advisor agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not resolved between the Service Provider and Client the two parties agree to resolve the dispute through mediation.
4. Except to the extent paid in settlement from any extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever which result from or arise out of any act or omission of the indemnifying Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## Modification of Agreement

1. Any amendment or modification of this Agreement, or additional obligation assumed by either Party in connection with this Agreement, will only be binding as evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision unless mutually agreed upon in writing. Unused sessions in any month do not accrue or carry over to following months.

Assignment

1. The Client will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Service Provider.

Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
2. Text and/or Email records are sufficient record for approval for any amendments, and shall be maintained by the Parties as verification of mutual agreement.

## Inurement

1. This Agreement will inure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

## Titles/Headings

1. Headings are inserted in this Agreement for the sole convenience and understanding of the Parties, and are not to be considered when interpreting this Agreement.

## Gender

1. Words in the singular mean and include the plural and vice versa. Words in the masculine or feminine mean and include all other gender designations, and vice versa.

## Governing Law

1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and any potential suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of California (or New California should it be in effect), without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## Waiver

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Thank you!

Please complete the form on the next page and sign. Keep a copy for your records. Then return the entire completed document to the Master Intuitive Advisor at Ldenyer@netzereo.net.

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# CLIENT RETAINER CONTRACT SIGNATURE PAGE

**IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal.**

**RETAINER PACKAGE SELECTION**:
 [ ]  VIP Silver Star Retainer of $1,300 [ ]  VIP Gold Star Retainer of $7,500

**CLIENT NAME**
Click or tap here to enter First Name. Click or tap here to enter Middle Initial. Click or tap here to enter Last Name.
First Middle Initial Last

**CLIENT ADDRESS**
Click or tap here to enter Street Address.
Street Address

Click or tap here to enter City. Click or tap here to enter State. Click or tap here to enter Zip Code.
City State Zip

**CLIENT PHONE**
Mobile Phone: Click or tap here to enter Mobile Phone.
Business Phone & Extension: Click or tap here to enter Business Phone & Extension.
Home Phone: Click or tap here to enter Home Phone.

**CLIENT BIRTHDAY** (Month and Day only) Click or tap to enter a date.

**CLIENT PREFERRED EMAIL** **CLIENT ALTERNATIVE EMAIL (IF AVAILABLE)**
Click or tap here to enter Preferred Email. Click or tap here to enter Alternative Email

**CLIENT SIGNATURE:** Click or tap here to enter text. Date: Date.
 By completing the signature the Client officially accepts the terms of this agreement.

**MASTER INTUITIVE ADVISOR SIGNATURE**: Laverne E. Denyer Date: Click or tap to enter a date.

**SPECIAL COMMENTS, IF ANY:**
Click or tap here to enter text.