

By purchasing this service on this website, you agree to the terms of this Agreement. It is recommended that you download and keep a copy of this agreement for your records.

FENG SHUI ESSENTIALS CONSULTATION AGREEMENT

This Feng Shui Consultation Agreement (the “Agreement”) is entered into between Feng Shui for Us, LLC (“The Feng Shui Consultant”) and Client.

1. SERVICES:

The scope of services to be provided by The Feng Shui Consultant is as follows:

The services will be related to Feng Shui Consulting depending on the choice of Services indicated in this paragraph.

Services: 1 Hour Feng Shui Consultation

This service shall include the following:

The Feng Shui Consultant will either, as per agreement with the Client:

- a) Work over photos, floor plans and videos provided by the Client, during a video conference with the client, or
- b) Do an on-site visit of the property.

The Client is responsible for taking notes, making questions and making sure that he or she understands and has made notes of all Feng Shui advice given during the consultation.

Feng Shui Consultations follow the Nine Steps to Feng Shui® System and are done in Nine Stages. Every stage will have a task assigned for the Client to complete. Each task must be completed before the next task is assigned. The Client must complete each task during a period no longer than three weeks after each task has been assigned.

The Feng Shui Consultant will be available to answer questions regarding the consultation during the nine stages, and for three weeks after the consultation ends. Any additional questions following the three-week period and any questions for Feng Shui issues unrelated to what was covered in the consultation are not included in the fee paid for services under this Agreement, and will have to be contracted separately.

Client agrees that The Feng Shui Consultant’s services are not therapy, mental health care or any other kind of health care and Client agrees not to use The Feng Shui Consultant’s services as a substitute for medical treatment, psychotherapy, counseling or health care. Client agrees that The Feng Shui Consultant’s services are not financial or legal advice and Client agrees not to use The Feng Shui Consultant’s services as a substitute for financial or legal advice. Client agrees and acknowledges that The Feng Shui Consultant is not providing architectural services and that The Feng Shui Consultant is not a registered interior designer.

Client accepts and agrees that he or she is solely and 100% responsible for any results achieved under these Services, and for implementing the advice offered by The Feng Shui Consultant, as the Client sees fit. Client accepts and agrees that The Feng Shui Consultant makes no guarantee or warranty whatsoever of any result or of any particular result arising from the Feng Shui Consultation or the implementation of The Feng Shui Consultant’s advice.

2. FEES:

Client agrees to pay for the services in the amount set forth by The Feng Shui Consultant. The Parties agree that the services to be rendered are in the nature of consulting and education. Client has independently evaluated ability to pay for these services with Client’s independent consultants and Client represents and warrants that he/she has the ability to pay for these services and that such payment shall not be an undue burden on his/her family or economic circumstances. Upon execution of this Agreement, Client is accepted into the The Feng Shui Consultant’s services as set forth above and Client agrees that once accepted he or she shall be responsible for the full payment of the agreed upon fee regardless of whether or not the Client implements the advice of The Feng Shui Consultant. There will be no invoices; Client is solely responsible for making timely payments when due. The Feng Shui Consultant will provide Client with payment receipts to be sent by email to the address provided by Client. Client understands and agrees that no amount paid to The Feng Shui Consultant under this Agreement will be refunded to Client for any reason, including but not limited to any early termination of this Agreement or The Feng Shui Consultant’s services.

Payment for a consultation is required in full before the consultation, unless special arrangements have been made with the Feng Shui Consultant.

The Feng Shui Consultant does accept payment by credit card as a courtesy to clients. Should Client wish to pay the fee by credit card, Client authorizes The Feng Shui Consultant to charge the credit card in the amount due under this Agreement at the time it is due without requiring an additional and separate instruction or directive from Client when payment is due, and Client’s execution of this Agreement is authorization for any and all charges for payments due herein. Any fees, costs or other expenses incurred by The Feng Shui Consultant in recouping payments on chargebacks or on any action resulting from Client changing / canceling the credit card on file shall be the sole responsibility of Client. To that end, Client agrees to keep updated credit card information with The Feng Shui Consultant. Delinquent payments shall carry a \$15.00 late fee plus additional 10% for each month the payment is delinquent. Delinquency in payments is cause for The Feng Shui Consultant’s termination of this Agreement in the sole discretion of The Feng Shui Consultant.

Best Efforts. Client and The Feng Shui Consultant agree to use their best efforts to achieve the desired result or goal and Client will advise within three (3) days after the consultation if Client believes the services were deficient; otherwise, The Feng Shui Consultant and Client agree that the session was productive and helpful in assisting Client to reach their stated goals.

3. CLIENT’S OBLIGATIONS:

Client agrees to cooperate with The Feng Shui Consultant in all matters relating to the Agreement and to respond timely to any requests from The Feng Shui Consultant that are reasonably necessary for The Feng Shui Consultant to perform the services contemplated by this Agreement. If Client breaches these obligations, or otherwise engages in conduct that makes The Feng Shui Consultant’s services under this Agreement unreasonably difficult, then The Feng Shui Consultant may terminate this Agreement, in her sole discretion.

4. LIMITATION OF LIABILITY; INDEMNIFICATION:

As the Service is educational and/or consulting in nature, Client assumes the risk of any injury arising out of the performance of the Service and or the Client’s implementation of any of the advice provided by the Feng Shui Consultant, and Client agrees to release The Feng Shui Consultant of and from any and all liability for personal injuries or damages, even if The Feng Shui Consultant is alleged to be or found to be solely negligent. Client agrees that in no event shall The Feng Shui Consultant be liable to Client or any third party for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of damages. Client also agrees to indemnify, hold harmless, and defend The Feng Shui Consultant against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, that are incurred by The Feng Shui Consultant or awarded against The Feng Shui Consultant, arising out of or related to any implementation of The Feng Shui Consultant’s advice. Severability. The obligations under this Agreement are severable meaning that if a Court should find one or more obligations unenforceable, it shall not affect the remaining enforceable provisions to the Agreement, and the remaining provisions shall be fully enforceable without regard to the offending provision. Limitation of Damages. Client agrees that in no event shall the The Feng Shui Consultant’s aggregate liability under this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise exceed the aggregate amount paid to The Feng Shui Consultant pursuant to this Agreement. No License. Client agrees that the materials provided under this agreement during the Service are for his or her individual use only and Client is not authorized to use the materials or to share the materials in any manner and no license is granted or implied. There is to be no distribution of the materials by Client. Client agrees that The Feng Shui Consultant maintains and retains 100% ownership of the materials and Client agrees not to reproduce, duplicate, copy, sell, trade or re-sell or exploit for any commercial purpose any portion of the materials associated with any of The Feng Shui Consultant’s Services. Further the right to access and use the materials is not transferrable or assignable without the express written permission of The Feng Shui Consultant.

5. CONFIDENTIALITY:

All information provided by The Feng Shui Consultant to Client and all information shared with Client shall be kept strictly confidential by Client and shall not be disclosed to anyone without express written permission of The Feng Shui Consultant. Any violation or anticipated violation of this provision shall be deemed a material breach and shall serve as grounds for immediate termination of this Agreement except that the Client must still pay the contractual amount in full as if there were no termination. In addition, as the harm imposed or threatened by any breach of this Provision is agreed to be irreparable, Client agrees to entry of injunctive relief by a court having competent jurisdiction waiving any and all right to have a bond posted.

6. NON-DISPARAGEMENT:

Client agrees not to disparage The Feng Shui Consultant or The Feng Shui Consultant’s services.

7. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflicts of laws provisions. Client agrees that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee in each case located in the City of Knoxville and County of Knox, and Client irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. ENTIRE AGREEMENT

This is the entire agreement between The Feng Shui Consultant and Client; it supersedes all other statements made in marketing materials, negotiations, and discussions prior to the execution of this agreement. Client agrees that no other representations have been made by The Feng Shui Consultant to induce Client into entering into this agreement and no modification to the terms of this agreement shall be effective unless in writing signed by both parties.

9. COUNTERPARTS; ELECTRONIC SIGNATURES.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any of the Parties hereto may execute this Agreement by signing any such counterpart. Any signature delivered by a Party by facsimile transmission, electronic mail transmission, or any other electronic method shall be deemed to be an original signature hereto. Each party agrees that any electronic signatures included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. “Electronic signatures” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by the party with the intent to sign such record, pursuant to the Tennessee Uniform Electronic Transactions Act, T.C.A. § 47-10-101, et seq.

10. E-SIGN Notice. By checking “Accept,” Client has agreed to the terms of this Agreement. If Client has executed this Agreement electronically, Client has the right to request a paper copy of the Agreement. Client may request a paper copy by emailing The Feng Shui Consultant at moni@fengshuiforus.com or by telephone at (865) 973-1475. The Feng Shui Consultant recommends that Client retain a paper copy of this Agreement. In order to access the electronic version of the Agreement, Client’s computer system must meet the following requirements: (a) an active email account; (b) a supported Web browser such as Internet Explorer, Firefox and Safari; (c) Java & JavaScript enabled; (d) a printer or other device capable of printing and/or retaining Internet-based data; and Adobe Acrobat reader for reading documents and saving them as needed.