



Client Agreement

Name: _____ Mailing Address: _____

Phone Number: _____ Email: _____

Communications

Client prefers communication with Master's Design Holistic Health Solutions LLC (Master's Design HHS) by mail _____, phone _____, text _____, or email _____. Client acknowledges that communications by mail, phone, text, and email may or may not be secure and/or confidential, and releases Master's Design HHS from any claim or liability in relation to such communication. Master's Design HHS encourages the Client to communicate in person or in writing regarding personal information.

Payment

Appointments shall be cancelled prior to twenty-four hours of said appointment or Client will be responsible for payment to Master's Design HHS of the hourly fee of the appointment, as if the appointment had occurred.

Form of Payment: Check _____ Cash _____ Credit Card _____ (This is a personal pay service. Insurance is not accepted.)

A fee of thirty-five dollars will be applied to returned checks. If Payment is not received within thirty (30) days of the notice of delinquent payment, then 1.5% will be added for each thirty (30) day timeframe the Payment remains unpaid.

Scope of the Work

Master's Design HHS uses non-medical means and applications to promote the physical well-being, cognitive well-being, and emotional well-being of clients. Such non-medical means and applications may be administered onsite within the office setting of Master's Design HHS, or may take place through the use of telephone and electronic means.

Disclosures

Client understands that any and all representatives, agents, or independent contractors of Master's Design HHS that administer the non-medical means and applications on the Client are certified Energy Kinesiology Practitioners, or are apprentices of an Energy Kinesiology Practitioner.

Client understands that he or she will be filling out a questionnaire that makes inquiries into a Client's medical history, and that the answers to such inquiries are to be used in the use of non-medical means and applications and are not subject to HIPPA.

Client acknowledges that the services provided by Master's Design HHS are not a substitution for medical evaluations, diagnosis and care from a licensed health care provider, and that it is the sole responsibility of the Client to communicate with his or her health care provider, including seeking prior authorization when appropriate, as to his or her visits and non-medical treatments received by Master's Design HHS. Client is taking full responsibility for the choices affecting their physical, mental, and emotional well-being.

Client acknowledges that referrals made to supporting professionals are done in good faith, and Master's Design HHS shall not be liable for services provided by said professionals.

No Guaranty of Improvement

Client acknowledges and agrees that there is no guarantee, promise, or assurance that the non-medical means and applications utilized and applied by Master's Design HHS in relation to the Client will be successful, either in part or in full of expected improvements.

Client further acknowledges and agrees that there may be habits, dietary changes or maintenance, life-style changes and/or maintenance required that are the sole-responsibility of the Client and which the undertaking of the same may affect expected improvements. In addition, the Client acknowledges and agrees that timeframes of improvements vary based on many factors, including but not limited to development, background, exposure, habits, and environment.

Indemnification and Agreement to Hold Harmless

The Client agrees to hold Master’s Design HHS harmless from and against any and all claims, loss, equipment malfunctions, damages, injury, liability and costs, including but not limited to reasonable attorney’s fees and court costs, however caused, resulting from, arising out of, or in any way connected with participation or action under this Agreement, whether or not caused or contributed to by Master’s Design HHS, or by any negligence or alleged negligence on the part of any of Master’s Design HHS’s agents, invitees, employees, contractors, subcontractors, independent contractors, officers, owners, or directors, except that the provisions of this paragraph shall not apply to loss or liability caused by the sole negligence of Master’s Design HHS.

Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) before resorting to arbitration, litigation, or some other dispute resolution procedure.

If within sixty (60) days, or a date mutually agreed upon by the parties, after service of a written demand for mediation, the mediation does not result in settlement of the dispute, the unresolved controversy or claim arising from or relating to this Agreement or breach thereof, may upon written agreement of the parties, be settled by arbitration administered by the AAA and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Therefore, proceeding with arbitration is not a mandate.

The venue for arbitration shall be Culpeper County, Virginia, unless otherwise mutually agreed upon by the parties.

Nothing in the preceding paragraphs, or otherwise, nor the exercise of any right to negotiation, mediation or arbitration, nor commencement or pendency of any proceeding, shall limit the right of any party to this Agreement to:

- (a) Seek judicial relief, or other equitable relief available to it under applicable statutory and/or case law including, but not limited to, injunctive relief, or
- (b) Exercise any legal self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law.

Except as may be required by law, neither party may disclose the existence, content, or results of any mediation or arbitration hereunder, without the prior written consent of both parties.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the right or property of that party, pending the establishment of the arbitral tribunal. The prevailing party, if any, shall be entitled to an award of reasonable attorneys’ fees, and all reasonable pre-award expenses of the arbitration, including the arbitrators’ fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, and witness fees.

Governing Law and Forum Selection

This Agreement shall be governed by the Commonwealth of Virginia’s substantive law and exclusive jurisdiction, sole venue and proper forum for all such matters shall be in the Commonwealth of Virginia courts.

Master’s Design HHS does not discriminate on the basis of race, color, religion, national origin, political affiliation, disability, veteran status, sex, age or sexual orientation in the conducting of its business practices and services provided.

This is a legally binding document. If you do not understand the terms and provisions herein, Master’s Design HHS, encourages you to seek legal advice and consult an attorney.

I have read, fully understand, and agree to all terms and conditions herein, and am over the age of eighteen.

Print Name _____ Sign Name _____ Date _____