



RETREAT Profit Society

TERMS OF PURCHASE Retreat Profit Society Membership

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with retreat services and benefits as part of the RETREAT PROFIT SOCIETY Membership (“Membership”) operated by Alison Katschkowsky, on behalf of CU Fitness, Inc. d/b/a The Alison K Agency, hereafter referred to as the “Company”, and you are entering into a legally binding agreement with the Company, subject to the following terms:

1. TERMS OF MEMBERSHIP.

- a. Upon purchase and execution of this Agreement, Client will be provided with the following retreat services and benefits as detailed on <https://luxuryinbusinessretreats.com> (“the Website”) and selected prior to purchase. Retreat services and benefits (collectively known as “the Services”) may include but are not limited to:
 - i. Private room at zero (0) to three (3) standard retreats per year according to membership tier
 1. Economy Class Membership = zero (0) standard retreats per year
 2. Business Class Membership = one (1) standard retreat per year
 3. First Class Membership = two (2) standard retreats per year
 4. Charter Class Membership = three (3) standard retreats per year
 - ii. Private Coaching Calls
 - iii. Group Coaching Calls
 - iv. Access to online resources and masterclasses
 - v. Directory of Preferred Vendors
- b. The scope of Services rendered by the Company pursuant to this Agreement shall be limited to those contained herein and/or provided for on Company’s Website as part of the Membership.
- c. The Company reserves the right to substitute Services equal to or comparable if reasonably required by the prevailing circumstances.
- d. The Company may from time to time offer extra Services to Client for an additional fee.

- e. The retreat services and benefits included in the Membership are for your individual, non-commercial use. Client agrees not to share details and/or materials with any third parties.
- f. Client will have access to the Membership for 12 Months from the date of purchase.
- g. The Company can terminate Client access to the Membership without notice.
- h. Client does not have the option to cancel membership.

2. PAYMENT AND REFUND POLICY.

- a. Upon execution of this Agreement, Client agrees to pay to the Company the purchase amount as stated on the Website. **Our payment policy is as follows:**
 - i. Payment plans are to be paid on time without exception. If you sign up for a membership, on a payment plan, it is your responsibility to ensure that funds are available and payments are successfully processed on time.
 - ii. If, for any reason, your payment is missed or declined, we will retry your card three (3) times in three (days) consecutively. If the payment fails to process, we will reach out to you and you will be given a one-time payment extension. This can only be done one (1) time per client. The extension will be approved for seven (7) days from the original payment due date. Extensions beyond seven (7) days will not be approved.
 - iii. If, for any reason, payment is not received by the extension date, or if payment is declined for a second time, the following process will be followed.
 - 1. You will be removed from the membership, and all benefits and bonuses will be forfeited.
 - 2. You will forfeit your retreat reservation, and your spot will be released to another attendee.
 - 3. You will then be given seven (7) days from the extended payment date to pay your remaining balance in full to regain access to your membership or retain your retreat reservation.
 - 4. If your account is not paid in full, you will be removed from our community. This means that you will be removed from all active Facebook groups and prevented from participating in any future program or retreat.
- b. No refunds will be provided.
- c. With initial payment, Client commits to a twelve (12) month term to the Membership, at the end of the initial term, or at any time thereafter, Client's membership will expire, and all un-redeemed Services and benefits will expire, too. Un-redeemed Services and benefits cannot be extended or rolled-over. Client will be charged every month, for eleven (11) additional months according to their selected payment plan, at which time, the payment will be automatically debited via the account information included upon purchase.
- d. Credit Card Authorization. Each party hereto acknowledges that Company will charge the credit card chosen by the Client on the dates and for the amounts specified upon purchase and as included in this Agreement.
- e. In the event Client fails to make any of the payments as outlined above prior to a room at a retreat being redeemed by Client, Company has the right to immediately disallow Services and benefits of the Membership until the remaining balance is paid in full.

- f. In the event Client fails to make any of the payments as outlined above after a room at a retreat has already been redeemed by Client, Company has the right to collect payment in full at the regular, non-member rate per retreat redeemed as detailed on the Website.

3. RETREAT CANCELLATION POLICY.

- a. In the event Client needs to cancel a redeemed retreat for any reason more than 91 days in advance of the retreat, Client may transfer retreat redemption and any/all upgrade fees to another retreat within the (12) month membership term. Email cancellation requests to reservations@luxuryinbusinessretreats.com.
- b. In the event Client needs to cancel a redeemed retreat for any reason within 90 days of the retreat, the retreat will be forfeited and not available for a transfer. Likewise, any/all paid upgrade fees do not qualify for a transfer and will also be forfeited.

4. RETREAT REDEMPTION POLICY. To redeem a retreat, complete the Retreat Redemption Form. Retreat redemption is not complete and your room is not confirmed until the Retreat Agreement has been signed.

5. DISCLAIMER. By participating in the Membership, Client acknowledges that the Company makes no guarantees as to the outcome of any retreat services or benefits through this Membership. By participating in this Membership, the Client acknowledges that the Company does not warrant the accuracy of any information provided, is not liable for any losses the Client may suffer by attending retreats or relying on content, guest speakers, workshops, services, or products provided at retreats. Use of Membership is at Client's own risk. Any use of retreat services requiring physical activity are done at Client's discretion and the Company will not be held liable for any injury that could result from utilizing retreat services.

By participating in the Membership, Client acknowledges that the Company nor any of its representatives are medical doctors, psychologists, therapists, or financial advisors, and content and/or services do not replace the care of other professionals. Services provided herein are in no way to be construed or substituted as medical advice, psychological counseling or any other type of therapy or advice.

Any testimonials or examples shown through the Company's Website are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Membership and/or Services. You acknowledge that the Company has not and does not make any representations as to success of any kind that may be derived as a result of use of its programs, products or Services.

The Company may provide the Client with information relating to products that the Company believes might benefit the Client. The Company is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information provided. The Company may provide Client with third-party recommendations for such services as photography, marketing, technology, business, health, or other related services. The Company may be involved in affiliate relationships with certain third-parties for such recommendations and will inform Client when this is the case. Client agrees that these are only recommendations and the Company will not be held liable for the services provided by any third-party to the Client.

6. RECORDING AND REDISTRIBUTION OF RETREAT SERVICES. Client acknowledges that all retreat services may be recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of separate offerings sold by the Company.
7. RELEASE. Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Membership. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Membership.

Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

8. INTELLECTUAL PROPERTY RIGHTS. In respect of the Material specifically created for the Client as part of this Membership, including videos, documents, workshops, or other content (known collectively as the "Material"), the Company maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Company to the Client, nor grant any right or license other than those stated in this Agreement.

Client may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Website, content or intellectual property, in whole or in part without our prior written consent. Any unauthorized copying, reverse engineering, redistribution, reproduction, publication or modification of Website content by any person without Company's prior written authorization is strictly prohibited, may be a violation of federal or common law, trademark, and copyright laws and may subject such a violator to legal action.

9. DISCLAIMER OF WARRANTIES. The Services provided to the Client by the Company under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
10. LIMITATION OF LIABILITY. By using the Company's Services and purchasing this Membership, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Membership. Client agrees that use of this Membership is at user's own risk.

11. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Tallahassee, Florida or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida within The United States of America, regardless of the conflict of laws principles thereof. If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

13. NOTICES. All notices, requests, demands, and other communications under this Agreement shall be in writing submitted to reservations@luxuryinbusinessretreats.com.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.

SIGNED by _____

NAME: Alison Katschkowsky

Luxury in Business Retreats®, LLC

SIGNED by _____

NAME:

DATE:



RETREAT Profit Society

ATTACHMENT A

SERVICE TERMS: Retreat Profit Society Membership

- Private room at up to 3 retreats per year
- 1 Private Coaching Call per quarter
- Group Coaching Calls
- Access to online resources and masterclasses
- Directory of Preferred Vendors

Additional Bonuses as agreed to verbally, via email, or Voxer chat with Alison Katschkowsky.

COMMITMENT PERIOD

All calls and benefits/bonuses must be used within 12 months of program start date which is the date of enrollment.

SCHEDULING TERMS:

Private Calls are available on Tuesdays and Thursdays from 10am-3pm Eastern Time. Calls are to be scheduled one (1) at a time and at the end of each call. Advanced scheduling of multiple calls is not permitted.

VOXER TERMS:

Group Voxer Coaching is available to you Monday through Thursday from 10am-3pm Eastern. Please allow twenty-four (24) hours for a response exclusive of weekends, holidays, and vacations.

PAYMENT TERMS

Any price and payment plan paid for via the Luxury in Business Retreats® Website and agreed to by entering a credit/debit card number and clicking the purchase/sign up button.

Economy Class Membership \$522/month for 12 months

Business Class Membership \$1222/month for 12 months

First Class Membership \$2222/month for 12 months

Charter Membership \$3222/month for 12 months

Or any other promotional offer at the time of purchase

SIGNED by _____

NAME: Alison Katschkowsky

Luxury in Business Retreats®, LLC

SIGNED by _____

NAME: