

1-HOUR ADVOCACY CONSULTING SESSION TERMS AND CONDITIONS

These advocacy consulting session legal terms and conditions (the “Terms and Conditions”) are a legal agreement between **Debbie Dobbs Advocacy, LLC** (the “Advocate”) and the parent, parents, or legal guardian of the Student (individually or collectively, the “Client”). The Advocate provides special education advocacy and consultation services to families who need help obtaining special education services from the public school system for their disabled child. In addition, the Advocate provides consultation services on financial resources and/or access to funding and programs such as the Katie Beckett Medicaid Deeming Waiver, NOW/COMP, and other programs (collectively hereafter, the “Services”). The Client is an adult who has legal authority to make education, medical, and financial decisions for the student (the “Student”). The Client desires to engage the Advocate to perform the Services for the benefit of the Student. **By booking a consultation through our site, you are agreeing to be bound by the Terms and Conditions.** If the Client does not wish to be bound by the Terms and Conditions, please exit the site and do not book the consulting session.

1. **SERVICES; FEES.** This service is for Clients who want general and procedural advice rather than strategic or specific advice that would require records to be reviewed and shall be performed through telephone or video conferencing only. The Client shall pay the non-refundable Flat Fee listed below, which will cover a one-hour phone/video consultation (but nothing more). Should the Client request additional services the Client shall pay an additional hourly rate of \$225 (billed in 15-minute increments).

<u>Consulting Service</u>	<u>Fee Type</u>	<u>Amount</u>
One-hour telephone/video consultation without record review	Flat Fee	\$225

2. **PAYMENT.** The Client shall pay all applicable Fees by credit card prior to the Advocate commencing the requested service. If the Client requests additional time during the 1-hour consultation, this will be billed after the call to the credit card provided. If for any reason the submitted payment is rejected, Client is responsible for a \$50 late fee charge due within 5 business days of initial charge. By agreeing to these Terms and Conditions, the Client authorizes the Advocate to charge \$225.00 to the credit card provided. The Client hereby authorizes the Advocate to charge that credit card for all amounts due and payable (including any additional hourly fees incurred). The Client agrees to pay any amounts which remain unpaid (for whatever reason), immediately upon receipt of an invoice from the Advocate. The Client hereby waives any credit card chargebacks and acknowledges and agrees that the Advocate may delay or suspend all Services until all amounts are paid in full.
3. **CLIENT ACKNOWLEDGEMENTS.** The Client understands and acknowledges the following:
 - a. **Outcome.** Once the consultation has been completed and services have been rendered, the Client remains obligated to pay full consultation fee, even if the Client is unhappy with the advice provided during the consultation. The Client understands that there is no guaranteed outcome provided by the Advocate. If the consultation period with the Advocate is less than the scheduled period at no fault of the Advocate, the Client remains obligated to pay for the full period. Late arrivals will not extend the consultation period.
 - b. **Commencement of Services; Ownership of Records.** The Advocate cannot and shall not commence any Services until the Advocate has received: (i) the Client’s agreement to these Terms and Conditions, and (ii) payment of the initial Flat Fee of \$225. Any records or documents

received by the Advocate will become the property of the Advocate and will not be returned to the Client.

- c. **Electronic Communications.** Electronic communication systems and networks may not ensure secure and confidential communication. Nevertheless, the Client hereby authorizes the Advocate to use such systems (such as land lines, cell phones, video conferencing, text messaging, and email) for communicating sensitive or confidential information about the Student to the Client or other persons or entities as the Advocate in its sole judgement deems necessary to perform the Services.

4. **NO WARRANTY; LIMITATION OF LIABILITY AND DAMAGES.**

- a. THE ADVOCATE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES. THE ADVOCATE ALSO MAKES NO PROMISE, GUARANTY, OR WARRANTY ABOUT A SPECIFIC OUTCOME BEING ACHIEVED AS A RESULT OF THE SERVICES. ANY STATEMENT BY THE ADVOCATE OR ITS OWNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY, THE "ADVOCATE PARTIES") ABOUT SUCH RESULTS OR OUTCOMES IS AN EXPRESSION OF OPINION ONLY. THE CLIENT MAY NOT RELY UPON ANY OPINION EXPRESSED BY AN ADVOCATE PARTY AND SHALL HOLD THE ADVOCATE PARTIES HARMLESS FOR THEIR OPINIONS.
- b. THE ADVOCATE PARTIES ARE NOT LICENSED ATTORNEYS OR MEDICAL PROVIDERS AND DO NOT PROVIDE LEGAL OR MEDICAL ADVICE. THE CLIENT MAY NOT RELY ON ANY STATEMENT OR ADVICE FROM THE ADVOCATE PARTIES AS LEGAL OR MEDICAL ADVICE.
- c. IN NO EVENT WILL THE ADVOCATE PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED BY THE CLIENT, WHETHER OR NOT THE ADVOCATE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGE. THE ADVOCATE PARTIES SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY (WHETHER BASED ON BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY) IN AN AMOUNT GREATER THAN THE TOTAL FEES PAID BY THE CLIENT ACCORDING TO THE TERMS AND CONDITIONS FOR THE SERVICE GIVING RISE TO THE LIABILITY.

5. **INDEMNIFICATION.** The Client shall indemnify, defend, and hold harmless the Advocate Parties from any and all losses (including attorneys' fees and expenses), claims, damages, actions, or proceedings of every kind (including tort claims) brought or initiated by any person and arising directly or indirectly from any Services provided by the Advocate pursuant to this agreement, unless resulting solely from the gross negligence of the Advocate Parties.

6. **NON-DISPARAGEMENT AND CONFIDENTIALITY.** The Client shall not criticize, denigrate, or disparage the Advocate or any of its members, managers, owners, directors, officers, employees, or agents (collectively, the "Protected Parties") at any time. In addition, unless the Client has received the Advocate's prior written authorization, the Client shall not disclose: the terms of this agreement, any billing statement, or the existence or substance of any dispute between the Client and the Advocate. The Client understands and agrees that should the Client breach this Section 6: (a) a Protected Party may disclose information about the Student or Client that the Client would prefer remain confidential as needed, in the Protected Party's sole and absolute discretion, for the Protected Party to defend his, her, or its business or reputation; and (b) the Client shall pay all damages, expenses, and attorneys' fees incurred by the Protected Party as a result of the Client's breach of this Section 6. Nothing in this Section 6 shall prevent either party from sharing any information with any representative hired by either

party to help resolve a dispute between them.

7. **MISCELLANEOUS.** (a) The Terms and Conditions constitute the entire agreement between the parties regarding this subject matter and may not be modified except in a writing signed by both parties. (b) The Terms and Conditions shall be binding upon the heirs and beneficiaries of the Client. (c) The invalidity or unenforceability of any provision of the Terms and Conditions shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect. (d) If there is more than one Client, each individual shall be jointly and severally liable for all obligations and payments related to this agreement, and the Advocate may choose to pursue one or both of them if necessary to enforce the Terms and Conditions. (e) The laws of the State of Georgia shall govern all matters arising under the Terms and Conditions (including all tort claims), without regard to such state's principles of choice of law and conflicts of laws. (f) The Advocate may enforce the Terms and Conditions through binding arbitration or by the filing of a lawsuit, or both. Any arbitration or litigation shall take place exclusively in Forsyth County, Georgia and the Advocate shall be entitled to recover its attorneys' fees (whether or not suit is filed) and all costs of collection or enforcement. The Client expressly and irrevocably submits to the exclusive personal jurisdiction of the state or superior courts of Forsyth County, Georgia and agrees that venue is proper and convenient in such courts.
8. **CLIENT SMS AND MOBILE MESSAGE AUTHORIZATION.** By agreeing to these Terms and Conditions, I authorize the Advocate to send text and mobile messages to my cellphone, smartphone, tablet, or any other applicable electronic device, to convey information regarding time sensitive tasks and other important information regarding my child and the services they are receiving. I understand that standard text messaging rates will apply to any such messages. I also understand that I or the Advocate may revoke this permission in writing at any time. I agree not to hold the Advocate liable for any electronic messaging charges generated by this service. I further agree that in the event my cellphone number, smartphone, tablet or any other applicable electronic device changes, I will inform the Advocate or be liable for any fees or charges incurred.