

MICHELLE ENTERPRISES AGREEMENT FOR SERVICES

I, (client name here: _____) (hereinafter "CLIENT"), by signing below, agree as follows:

RECITALS

WHEREAS CLIENT wishes to retain the professional services and expertise of Michelle Beaumont and Michelle Enterprises, dba Michelle Fitness, a Maryland owned Company, and its agents and employees (collectively "Michelle Enterprises") to design for CLIENT a personalized weight management program, which may include one or all of the following: a customized diet, training program which may include weights and/or cardiovascular exercise, supplement schedule, and personal consultation (hereinafter the "SERVICES"); and

WHEREAS Michelle Beaumont agrees to provide the SERVICES to CLIENT, in exchange for a fee, in accordance with the following terms and conditions,

IT IS HEREBY AGREED AS FOLLOWS:

1. Retention

CLIENT hereby retains Michelle Beaumont, as an independent contractor, to design the SERVICES for CLIENT, including a weight management program, to enhance the health and fitness of CLIENT, and to meet the health and fitness goals of CLIENT.

2. Due Diligence by Client

CLIENT acknowledges that he/she has provided Michelle Beaumont with all background information, including appropriate medical history, which may be necessary to prepare, formulate and perform the SERVICES for CLIENT. CLIENT agrees that he/she shall use his/her best efforts to comply with the diets, programs, schedules and recommendations made by Michelle Beaumont as part of the SERVICES. CLIENT expressly warrants and affirms to Michelle Beaumont that he/she has obtained appropriate medical clearance to participate in the diet, exercise and training programs comprising the SERVICES.

3. Assumption of Risk/Waiver of Liability

CLIENT understands and acknowledges that participation in any diet, exercise and training program carries with it the inherent risk of bodily injury and/or illness. CLIENT agrees that he/she will forever release and hold Michelle Beaumont harmless from and against any and all claims, whether for personal injuries, illness or otherwise, arising from the SERVICES, and that he/she shall not in any way seek to hold Michelle Beaumont liable for any and all such claims.

4. Not a Substitute for Medical Treatment

CLIENT understands and acknowledges that the SERVICES, including the weight management program, are not in any way intended to function as a substitute for medical treatment and/or advice from CLIENT's own physician.

5. Confidentiality and Non-Disclosure

CLIENT acknowledges and agrees that any and all information disclosed or provided by Michelle Beaumont to CLIENT in connection with the SERVICES is strictly confidential in nature, and constitutes proprietary work product owned by Michelle Beaumont. The SERVICES shall be utilized by CLIENT for the sole purpose of the weight management program and will not be disclosed, or permitted to be disclosed via the internet in any manner, INCLUDING FORUM JOURNALS, WEB BLOGS, PERSONAL WEBSITES OR COMMERCIAL WEBSITES, through literary publication, or otherwise, to any person or entity except as otherwise set forth herein. CLIENT acknowledges and agrees that he/she shall forever maintain as confidential, and that he/she shall not disclose to any third party (other than to a treating physician of CLIENT), any of the information, schedules, diets, recommendations and/or details concerning the SERVICES. CLIENT acknowledges and agrees that his/her duty of confidentiality and non-disclosure pursuant to this Agreement shall survive completion, cancellation, termination or cessation of the SERVICES. CLIENT acknowledges that he/she shall not knowingly or carelessly disclose, cause to be disclosed, or assist in disclosing or otherwise using or disseminating any information disclosed or provided by Michelle Beaumont in connection with the SERVICES. CLIENT acknowledges and agrees to take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with, the information and details comprising or related to the SERVICES.

6. Immediate Right to Terminate Services

CLIENT acknowledges and agrees that Michelle Beaumont shall be entitled to immediately cease and terminate the SERVICES, without notice, in the event CLIENT discloses, or causes to be disclosed, to any third person or entity any information or details comprising or concerning the SERVICES, and in such event Michelle Beaumont shall be entitled to retain any and all remaining funds paid by CLIENT in consideration for the SERVICES, and Michelle Beaumont shall also be entitled to seek appropriate legal recourse against CLIENT.

7. Indemnity for Breach of Agreement

CLIENT agrees to indemnify and hold harmless Michelle Beaumont for any and all losses, claims, damages, attorney's fees, judgments or liability arising from CLIENT's breach of this Agreement.

8. Binding Arbitration

CLIENT acknowledges and agrees that any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by binding arbitration in the State of Maryland, utilizing the substantive and procedural laws of the State of Maryland, in accordance with the rules and procedures of the American Arbitration Association. The Parties shall be entitled to such discovery as shall be determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. No Unwritten Waiver Effective

No waiver of any breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

10. Severability

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal unenforceable or invalid provision.

11. Michelle Beaumont and Independent Contractor

With regard to performance of the SERVICES and all matters referenced in this Agreement, Michelle Beaumont shall at all times be an independent contractor. Nothing in this Agreement, or any actions taken pursuant to this Agreement, shall be deemed to create any express or implied employment or agency relationship between CLIENT and Michelle Beaumont. Neither party to this Agreement shall have the authority to legally bind the other, except as otherwise set forth herein.

12. Read and Understood

By signing below, CLIENT acknowledges and warrants that he/she has read and understood this entire Agreement, and that he/she agrees to be legally bound by the terms and conditions of this Agreement.

IT IS SO AGREED

Print Client Name:

Signature:

Dated: