Tonya Rutter
SOUL MAGIC

INDIVIDUAL COACHING AGREEMENT

_____ (participant name), thank you for joining Tonya Rutter (Tonya Rutter, Tonya Rutter Coaching, Nyx House Press, Nyx House Media, collectively the "Company") for individual one-on-one coaching.

This is your contract. ***Please read it carefully before signing, because you are making an important commitment to Tonya Rutter.***

THE BASICS

1. You are securing a package of two (2) to four (4) coaching sessions at once which equals one (1) coaching package (the "Package"). The type of package needed will be determined during the initial Discovery Call.

2. The Price is $250 (US Dollars) per session. A two (2) session package is $500. A four (4) session package is $1000. Each package is payable upfront before coaching can begin. There is no limit to the number of coaching packages you can purchase, and you can purchase packages as gifts for others as well.

3. We make it easy to understand what it is like to do business with Tonya Rutter. Please check out the Company Policies before signing this Agreement. Those policies are part of this Agreement even though they are not spelled out in this document.

4. This Agreement, the Company Policies and Disclaimers, Facebook Group rules, and the Credit Card Authorization are the entire agreement between us. These written documents supersede our prior discussions, emails, online or voice messages. By signing, you agree that there is no information that you deem materially important that is not incorporated into this Agreement.

THIS IS WHAT YOUR INDIVIDUAL COACHING PACKAGE INCLUDES

1. **Two (2) to four (4) 1-on-1 Coaching sessions.** You will receive either two (2) or four (4) 60-minute one-on-one coaching sessions depending on the package purchased to be conducted virtually (via Skype, Zoom, or appropriate means) or over the phone. You will have four (4) weeks to use the Two Session Coaching Package, and six (6) weeks to use the Four Session Coaching Package (the "Package Term"). Intuitive coaching sessions will comprise of a combination of Past Life Readings, Tarot Readings, Dream Interpretation, Ritual Meditations, and any other intuitive outcomes. These coaching sessions must be used during the Package Term or they are forfeited, and all calls are subject to our business policies regarding coaching session scheduling and cancellation.

2. **Email Coaching Support.** During the Package Term, you can send up to five emails per week to ask questions. You'll get a response specific to your questions within three (3) business days. Be sure to check out the email policies in the Facebook Group files.

3. **Exclusive Facebook Group.** You will have access to the exclusive Facebook Group, where you can submit questions, files, videos, and any other materials for the group to critique. Tonya Rutter will participate in the Group through the end of 2019 with occasional live streams, question and answer sessions, and other information as the group needs dictate.

SCHEDULING POLICIES

1. To schedule coaching sessions, you may do so from the Tonya Rutter Coaching website. There is no guarantee that our availability will match yours.

2. If you do not attend at the scheduled day and times, your session is forfeited.

3. If you must cancel or reschedule, you must do so at least 1 day in advance, or your session will be forfeited.

4. If we cancel, no-show, or must reschedule, the process and policies will be repeated.

THESE ARE *NOT* INCLUDED

1. **Services.** Coaching outside of the realm that Tonya Rutter offers are not included.

2. **Endorsements.** You are not receiving an endorsement from Tonya Rutter Coaching, Nyx House Media, Nyx House Press, or Tonya Rutter, and neither is any other participant. Do not create the appearance of an endorsement or rely on any person who claims to be endorsed by Tonya Rutter.

3. **Ownership of Written Materials.** As a participant, you will have one license to view written materials provided by Tonya Rutter. You do not have ownership of this information, which is protected by federal copyright laws. Some of the information is also protected by a contractual license between the provider and Tonya Rutter, Tonya Rutter Coaching, Nyx House Press, and Nyx House Media. You may not copy, re-engineer, distribute, or otherwise provide access to this information to any other person, for free or paid, without express written consent of Tonya Rutter

4. **Trademark Usage.** Tonya Rutter protects its names! You are not receiving permission to use trade and service marks like Tonya Rutter, Tonya Rutter Coaching, Nyx House Press, Nyx

House Media, The New You Blueprint, or any other trademark of the Company, even if not listed here.

5. **Results Not Guaranteed.** You are receiving a space in the program, support and guidance, *but not* guaranteed results from participating in the program.

Additional Legal Terms

1. There is a **NO REFUNDS** policy.

By signing this Agreement, you acknowledge that no one has represented to you that refunds are available. Tonya Rutter considers this policy a material inducement to entering into this Agreement, and would not have done so unless this No Refunds policy were included. If you initiate a chargeback, Tonya Rutter may issue an additional $250 fee to you.

2. **Disclaimer of Warranties.**

Participant understands the Group Program is offered on an "as-is, where-is" basis, without any implied or express warranty as to its performance or to the results that may be obtained by using the coaching package. This limited warranty is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation.

4. **If we get sued due to something you did:**

You agree to indemnify, defend and hold harmless Tonya Rutter, its affiliates, successors and assigns from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to any activity, work, or other thing done or permitted to be done by you where such liability arises from negligence on your part or the violation of this Agreement. This includes any liability arising from breach of confidentiality by any party.

5. **Damages are limited under this Agreement.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS OF OPPORTUNITY COST, LOSS OF PROFITS AND THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARE LIMITED TO THE AMOUNT PAID UNDER THIS AGREEMENT.

6. **No Professional Advice.**

The Company does not engage in the rendering of medical, psychological, legal, accounting, financial, or other professional services. You acknowledge that you will make your own decisions before acting on any information gained from this package. It is further understood that before you utilize any techniques suggested by this package, you should consult licensed professionals as applicable.

7. **No Guarantee of Results; Risk of Loss.**

Results from the group program are greatly dependent upon individual decisions, abilities, and other factors outside Company's control, and the Company makes no guarantees or warranties that information provided to you through the Program will provide results.

8. **Tonya Rutter can end your participation in the package.**

Company may determine, in its sole discretion and without requiring disclosure of the reason, that the relationship under this Agreement must terminate. In this circumstance, Company may provide a prorated refund to you as determined in Company policies.

9. **Indiana law governs this Agreement and it will be enforced by either party in Indiana.**

This Agreement will be governed by Indiana law, without regard to its conflicts of law principles. I understand and agree that I submit to the personal jurisdiction and venue of this state and agree that any legal proceeding commenced shall take place in Goshen, Indiana.

10. **No Assignment; No oral waivers or modifications.**

This Agreement may not be assigned to any other party. Its requirements may not be waived or modified except in writing signed by the Company.

11. **Electronic Signatures and Other Documents.**

You agree that your electronic signature is valid and binding evidence of your assent to the terms of this Agreement. You agree to sign additional documents which may be necessary to complete the material purpose of this Agreement, including without limitation, payment authorizations.

12. **No Relationship**.

By signing this document, the undersigned asserts that no one else is acting on his/her/their behalf to agree/sign/participate in the Package.

I have read the foregoing Agreement, understand its terms, and agree:

Participant Signature/Date

_____

Tonya Rutter
SOUL MAGIC

COMPANY POLICIES AND AGREEMENT

This Agreement ("Agreement") is a legal contract between YOU (an individual), and TONYA RUTTER, ("TONYA RUTTER, TONYA RUTTER COACHING, NYX HOUSE PRESS, NYX HOUSE MEDIA, collectively the "Company"). IMPORTANT: READ CAREFULLY BEFORE PARTICIPATING IN TONYA RUTTER'S COACHING PACKAGE INCLUDING ANY SOFTWARE AND AUDIO AND/OR VISUAL PRESENTATIONS AND MATERIALS, SUCH AS INSTRUCTIVE OR EXPLANATORY HANDOUTS, ASSOCIATED WITH THE COACHING SESSIONS (the "Package"). THE PACKAGE(S) IS COPYRIGHTED AND ANY AUDIO AND/OR VISUAL PRESENTATIONS AND MATERIALS PROVIDED TO YOU BY TONYA RUTTER, ITS AGENTS, OR ITS EMPLOYEES OVER THE COURSE OF THE PACKAGE(S), ARE LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY ATTENDING AND/OR VIEWING THE PACKAGE(S), OR DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING PACKAGE MATERIAL(S), YOU ACKNOWLEDGE THAT:

A. YOU HAVE READ THIS AGREEMENT

B. YOU UNDERSTAND IT

C. THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS

IF AT ANY TIME YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD

A. TERMINATE ANY DOWNLOAD AND/OR INSTALLATION

B. TERMINATE ANY DOWNLOAD AND/OR INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE PACKAGE MATERIALS

C. DELETE ANY COPIES YOU MAY HAVE

THIS AGREEMENT, ALONG WITH ANY ADDITIONAL TERMS OR POLICIES INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND TONYA RUTTER CONCERNING THE PACKAGE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH TONYA RUTTER RELATING TO THE PROGRAM, WHETHER ORAL OR WRITTEN.

SECTION 1: INDIVIDUAL COACHING PACKAGES Participation and Fees

1.1. COACHING PACKAGES: Under the terms of this Agreement, TONYA RUTTER agrees to provide intuitive life coaching services to YOU in the form of live one-on-one coaching, in some instances including Audio and/or Visual Presentations, Documentation, Software, printed or digital Materials (“Package”) in exchange for a Package Fee set forth in Paragraph 1.2. below. More particularly, TONYA RUTTER agrees to provide YOU with certain Deliverables defined as:

a) Personal access to TONYA RUTTER

b) Two (2) or four (4) one-on-one 60 minute coaching calls with Tonya Rutter, depending on the Package purchased

c) Unlimited access to review and critique of materials submitted by YOU for TONYA RUTTER scrutiny during the Package Term

Deliverables are redeemable by YOU within 4 weeks for the Two Session Package or 6 weeks for the Four Session Package ("Package Term") from the commencement of this Agreement according to Paragraph 1.1.1. below. You are responsible for booking your calls via the links number provided in the members area. If unforeseen circumstances arise (such as difficulty processing the Package, needing to take time off from the Package, illness, natural disasters, etc.), the Package Term along with your access to Deliverables may be extended or put on hold at Tonya Rutter's discretion.

YOUR ACCESS TO THE DELIVERABLES

1.1.2. TERM: The Term of this Agreement will commence upon YOUR acceptance of this Agreement and payment of the Package Fee in Paragraph 1.2. below.

1.1.3. TERMINATION: Either Party to this Agreement may terminate this Agreement at any time upon written notice to the other Party. This Agreement will continue in perpetuity until such notice of termination occurs. Paragraph 3.1. below shall survive Termination of this Agreement, binding YOU to Confidentiality in perpetuity.

1.2. COACHING PACKAGE FEE: By accepting the terms of this Agreement, YOU agree and understand that you are committing to pay TONYA RUTTER:

a) For the Two Session Package: One (1) payment of $500

b) For the Four Session Package: One (1) payment of $1000 or two (2) payments of $550 for a total of $1100. In special circumstances, a payment plan on a case-by-case basis can be

made at Tonya Rutter's discretion. No access to the Package will be granted until all fees have been paid. To keep your account in active status, it is recommended that you make payments towards your balance as funds become available. If your account is inactive for 30 days, i.e. no payments made, all monies paid will be refunded and YOU will be required to pay upfront pricing for packages/programs in the future.

1.2.1. NO REFUNDS: TONYA RUTTER abides by a strict, no refund policy. By accepting the terms of this Agreement, YOU agree and understand that you are foregoing the right to claim any refund of fees paid for access to the Package and any related Audio and/or Visual Presentations, Documentation, Software, printed or digital Materials offered by TONYA RUTTER. YOU agree and understand that in the event that either Party affects Termination of this Agreement according to Paragraph 1.1.3. above, any Fees already paid to TONYA RUTTER will not be refunded even if not all coaching sessions have been used. YOU further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such Program, YOU are taking full responsibility for YOUR OWN success. Thus, YOU agree that you will not request a refund. However, if for some reason Tonya Rutter terminates your access to the Package, Tonya Rutter may elect, at her discretion, to issue a refund on a prorated basis.

1.2.2. FAILURE TO PAY: Should your second or third payment (or any other payment arrangements made) not process successfully, you will have 5 business days to contact TONYA RUTTER and provide an alternative form of payment. If no payment is made, then Paragraphs 1.2 and 1.2.1 above will take effect.

SECTION 2: NO WARRANTIES.

2.1. SUCCESS NOT GUARANTEED: By accepting the terms of this Agreement, YOU agree and understand that TONYA RUTTER provides Package(s) and related materials that are related to intuitive life coaching only and guarantees no specific results. YOU take full responsibility for YOUR own success.

2.2. LIMITED LIABILITY: In no event will TONYA RUTTER be liable to YOU or any party related to you for any damages, including damages for loss of income, employment, mental, physical or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if TONYA RUTTER has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

SECTION 3: CONFIDENTIALITY

3.1. CONFIDENTIALITY: Only authorized users, who have duly attained access to the Package and related Audio and/or Visual Presentations, Documentation, Software, and printed or digital Materials offered by TONYA RUTTER by personally agreeing to the terms of this Agreement are permitted use of and participation in such Package and related materials. Except as expressly authorized by this Agreement, YOU shall not provide or make available any Documentation, Video, Audio, Software, or any license key to any third party, or use the Documentation, Video, Audio, Software, or any license key to teach any third party any portion of the Package or for any purpose other than exercising rights expressly granted to you by this Agreement.

3.2. INTELLECTUAL PROPERTY: YOU acknowledge that any Audio and/or Visual Presentations, Documentation, Software, printed or digital Materials, and other elements of the Package are the sole Intellectual Property of TONYA RUTTER under United States copyright,

trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that, as between YOU and TONYA RUTTER, TONYA RUTTER and its third party licensors own and shall continue to own all right, title, and interest in and to the Audio and/or Visual Presentations, Documentation, Software, printed or digital Materials, and other elements of the Package, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, Software, printed or digital Materials and other elements of the Package, or any other intellectual property rights of TONYA RUTTER, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that TONYA RUTTER uses in connection with services rendered by TONYA RUTTER are marks owned by TONYA RUTTER. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

3.3. NO RECORDING: YOU acknowledge that YOU are not entitled to create or disseminate any audio or video recordings, and/or digital or printed copies of any part of the Package, including but not limited to related Audio and/or Visual Presentations, Documentation, Software, printed or digital Materials, and other elements of the Package.

3.4 RELEASE: I hereby grant to TONYA RUTTER the right and permission to record, use, publish, stream live, offer for sale, or otherwise distribute any audio or video with me. Such right and permission includes, but is not limited to, my name, recorded voice or video, photograph or likeness, biographical information, handouts or any material based upon or derived therefrom.

SECTION 4: MISCELLANEOUS

4.1. NON TRANSFERABILITY: The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

Participant Signature/Date

_____

Tonya Rutter
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COACHING DISCLAIMER & WAIVER

All coaching services and communication, email or otherwise, delivered by Tonya Rutter, (your "Coach"), as well as information set forth on this website (tonyaruttercoaching.com) are meant to help you identify blocks and thought patterns that may be standing in your way. However, coaching is not professional mental health care or medical care. If you feel psychologically stressed to the point that it is interfering with your ability to function, please have the courage to seek the help you need in the form of a professional counselor. Coaching may augment your therapy, but the work of coaching is meant to be done when major emotional and psychological wounds are already healing or healed.

In that spirit, by purchasing coaching services from your Coach, you confirm that you have read and agree to each statement and that you wish to proceed:

- I understand that the coaching services I will be receiving from my Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. I also understand that my Coach is not acting as a mental health clinician or a medical professional.
- I understand that coaching is, at present, an unregulated industry and that my Coach is not licensed by the State of Indiana or any other state. I also understand that for all legal purposes, the services provided by my Coach will be considered to be provided in the State of Indiana.
- I understand and agree that I am fully responsible for my wellbeing during my coaching sessions, and subsequently, including my choices and decisions.
- I understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, medical care, legal consults, and I will not use it in place of any form of therapy or otherwise.
- I understand that all comments and ideas offered by my Coach are solely for the purpose of aiding me in achieving my defined goals. I have the ability to give my informed consent, and hereby give such consent to my Coach to assist me in achieving such goals.
- I understand that to the extent our work together involves career or business, my Coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.

- I understand that my Coach will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity. Furthermore, if my Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.
- I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Skype and other technology.
- I hereby release, waive, acquit and forever discharge my Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my Coach as a result of the advice given by my Coach or otherwise resulting from the coaching relationship contemplated by this agreement for myself or any party related to me for any damages, including damages for loss of income, employment, mental, physical or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if Tonya Rutter has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law. I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

Participant Signature/Date

_____

Tonya Rutter
SOUL MAGIC

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us.
This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX ☐ Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____

I,_____, authorize_____to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

_____ _____
Customer Signature Date

Tonya Rutter
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Facebook Group Policies

Welcome to The New You Blueprint! We're happy to have you here! First, some housekeeping rules…

KEEP IT POSITIVE! Everyone in this group is here for the same reason…to improve their lives. Doing that entails breaking down our current selves so we can build up our new selves, which means being vulnerable, open, and honest about our trials and triumphs. As each person goes through their own journey of creating their new blueprint, it's important to uplift each other and celebrate each person's success.

CONFIDENTIALITY: Anything that is said in group calls and posted in the group forum stays in the group. DO NOT in any way, shape or form tell others about member's circumstances. There may be times I will consult with other coaches concerning members, but this is done in a professional capacity only and without identifying information being shared.

THIS ISN'T A SUPPORT GROUP: While we do lift one another and celebrate success, this isn't a group to gripe about how your life is going but instead to learn how to make it *better* so you can create the life you want. You're expected to move forward and share your experiences with the homework and meditations, and to share your writing as well.

THIS ISN'T A PRAYER GROUP: While setbacks do happen and you're welcome to talk about how the setback is affecting you, this isn't a group to ask for prayer. Rather, this is a group to receive advice on how to keep moving forward through the setback.

THIS ISN'T A RELIGIOUS GROUP: Not everyone is religious or has the same beliefs that you do. While it's fine to state whether or not you're religious, DO NOT UNDER ANY CIRCUMSTANCE try to push your religion on anyone else. I'm not a religious person, though I am very spiritual. You will hear me talk about the way the Universe and the physical realm work without putting religious viewpoints into it.

EMAIL/PRIVATE MESSAGING: You can email any questions/concerns or private message Tonya Rutter if you wish not to post in the forum. YOU ARE NOT ALLOWED TO SOLICIT/PROMOTE yours or anyone else's service through email or private message,

and doing so will get you kicked out of the program, banned from the group, and no refunds will be issued.

Medical and/or psychiatric advice cannot be given out in the group. If you need professional advice, please seek it out.

No promotional posting is allowed in the Facebook group, nor can you promote someone else during group calls. However, there may be times that I may mention other coaches I personally know and have worked with. No links or reposting is allowed in the Facebook group either. Rather, I want you to think about what you saw or read and describe what it means to you rather than simply regurgitating what you took in.

Lastly, you're expected to be an active participant! If you really want to get the most out of The New You Blueprint, post in the group, and attend and participate in the group calls if you can. If you can't attend the calls, watch the replays and post your questions/thoughts in the group. You'll learn so much more by actively participating.

Thank you for observing the group policies!