

Terms and Conditions – Clear Harbor membership

Welcome, we are glad to have you here with us.

By signing up for our membership you have also agreed to Podia.com's (our membership sites) terms & conditions when registering – found [HERE](#). And our Communication Agreements found [HERE](#) & Membership Agreements found [HERE](#).

By agreeing to the below terms, you agree to a binding agreement between You (herein referred to as “Client”) and Anna Von Essen & Vessel Consulting (herein collectively referred to as “Company” “We” or “Us” or “Consultant”), (each party collectively as “Parties”), in consideration of the mutual promises made herein.

SERVICES

Company agrees to provide services of Clear Harbor group membership & programs.annievonessen.com site (herein referred to as “Membership”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Membership.

DISCLAIMER

Client understands that Anna Von Essen, and any facilitator or consultant working or volunteering with her, (herein referred to as “Consultant”) is not an employee, agent, lawyer, doctor, manager, therapist, business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) Perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; or (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy. Client understands that a coaching and consulting relationship does not exist between the parties after the conclusion of the Membership. If the Parties continue their relationship, a separate agreement will be entered into.

MEMBERSHIP STRUCTURE

1. Monthly 2-hour energizing, confidential small group coaching & support (MAX 8 people at a time), for 1 year (11 months, available to renew each year)
2. Monthly 30-minute stress-reduction call, optional for all members (11 months, available to renew each year)
3. Once a quarter optional engagement including guest speakers, workshops, & drop-in consulting sessions
4. Optional, as needed, monthly 30-minute emergent issue individual consulting calls with Annie
(up to 3 per year membership, per member, subject calendar availability and not guaranteed)
5. Network and community of fellow leaders + sharing of resources

6. BONUS: 1-hour FREE goal-setting session with Annie (during first year of membership, optional)
7. BONUS: 20% off monthly 1on1 coaching packages with Annie (depending on availability of open coaching slots)
8. BONUS: 20% off team development consulting packages for your own leadership team (1 team package, per organization, per year, covers a project scope with 5 or less team meetings, depending on availability)

FEES

The Client understands the membership is on a sliding scale based on institutions size & budget. The Client & Customer agree to what fee option is correct. There are monthly & yearly payment options. Discounts may apply for purchasing a full year. Monthly payments are automatic and renew every 30 days.

Option 1: membership price for large to medium size institutions
\$797 a month

Option 2: membership price for medium to small institutions
\$597 a month

Option 3: reduced membership price for small institutions & grassroots organizations
\$397 a month

METHODS OF PAYMENT

Client is required to pay by credit or debit card via third-party provider Stripe OR set up an invoice with Vessel Strategy & Consulting through Freshbooks.com and pay via check.

REFUND POLICY

We want to guarantee your 100% satisfaction and will work to ensure that you're happy with your membership. Refunds must be requested within one month of membership enrollment, and you will be asked to verify your participation in the first month by demonstrating that you participated. You will be removed from your group & the membership, and a prompt refund will be provided. Full refunds requested after the first month of membership is complete will not be available. We want you to be 100% satisfied, if at any time you are not satisfied and want to cancel your membership we can offer you a refund within the month you are canceling and all future payments.

CONFIDENTIALITY

The Company respects Client's privacy and insists that Client respects the Company's. Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by any representative of the Company is confidential, proprietary, and belongs solely and exclusively to the Party who discloses it. Both Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, coaching calls or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with the Company during the Membership. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third

party. Both Parties will keep Confidential Information in the strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Further, the Client agrees that if they violate or display any likelihood of violating this section the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

USE OF THE SITE + MEMBERSHIP

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using the Site.

Information provided on the Site and in the Membership related to Clear Harbor and other information are subject to change. The Company makes no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete, reliable, current or error-free. The Company disclaims all liability for any inaccuracy, error or incompleteness in the Content.

NON-DISCLOSURE OF MEMBERSHIP MATERIALS

Material given to Client in the course of Client's work with the Company is proprietary, copyrighted and developed specifically for Company. Client agrees that such proprietary material is solely for Client's own personal use. Any disclosure to a third party is strictly prohibited.

NO TRANSFER OF INTELLECTUAL PROPERTY

Company's Membership is copyrighted and the original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes, unless using to support their own management process. All intellectual property, including Company's copyrighted Membership and/or Membership materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied. Further, by signing below, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

INTELLECTUAL PROPERTY RIGHTS TO YOUR MATERIALS

By submitting Material to "the Site", you agree to hold the Company harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you.

CLIENT RESPONSIBILITY

Client accepts and agrees that Client is fully responsible for their progress and results from the Membership. Consultant will help and guide Client however, participation is the one vital element to the Membership's success that relies solely on Client. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the Membership and extent, the results experienced by each client may significantly vary. By signing below, Client acknowledges there is no guarantee that Client will reach their goals as a result of participation in the Membership.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

FORCE MAJEURE

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

SEVERABILITY/WAIVER

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

MODIFICATION

This Agreement constitutes and contains the entire agreement between the parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter.

MISCELLANEOUS

1) LIMITATION OF LIABILITY.

Client agrees they used Company's services at their own risk and that Membership is only an educational service being provided. Client releases Company, its officers, employers, directors, volunteers and related entities from any and all damages that may result from any claims arising from any agreements, past or present, between the parties. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that 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, **punitive**, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services, Site or enrollment in the Membership. Client knowingly, voluntarily, and expressly, waives any claim for damages including but not limited to; injury or death Client may sustain as a result of participating in this Membership. Client further declares and represents that no promise, inducement or agreement not herein expressed has been made to Client to enter into this release. The release made pursuant to this paragraph shall bind Client's heirs, executors, personal representatives, successors, assigns, and agents.

Additionally, Company is not liable for damages in connection with (i) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure; (ii) loss of revenue, anticipated profits,

business, savings, goodwill or data; and (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability.

The foregoing applies even if Company has been advised of the possibility of or could have foreseen the damages. In those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law. In no event shall Company's cumulative liability to you exceed the total purchase price of the Service you have purchased from Company, and if no purchase has been made by you Company's cumulative liability to you shall not exceed \$100.

2) NON-DISPARAGEMENT. In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. The Parties agree that neither will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, each other or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents, volunteers or representatives.

3) THIRD PARTY RESOURCES. The Site and the Service contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

4) ASSIGNMENT. This Agreement may not be assigned by either party without express written consent of Company.

5) TERMINATION. By signing below, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Membership without refund or forgiveness of monthly payments if Client becomes disruptive as determined by Company, or upon violation of the terms. The obligations of the Participant under this Agreement shall remain in effect in perpetuity after expiration or termination of this Agreement. Client will still be liable to pay the total contract amount.

6) REFUSAL OF SERVICE. Company reserves the right to refuse service to any order, person or entity without obligation to assign reason for doing so. Company reserves the right to change or discontinue any aspect or feature of the Site or Service or Membership.

7) INDEMNIFICATION. Client shall defend, indemnify, and hold harmless Company, Company's

officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

8) RESOLUTION OF DISPUTES. If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. The written decision of the arbitrators (which will provide for the payment of costs) 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 a decree in equity, as circumstances may indicate. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

9) EQUITABLE RELIEF. In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

10) NOTICES. Any notices to be given hereunder to Company may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Company at the addresses appearing below.

3051 18 Avenue South, Seattle, WA, 98144, USA

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or electronic mail, provided sender maintains confirmation that the notice was properly transmitted on that date. Notice addresses and contact persons for the Company are as follows: annie@vesselconsulting.org.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Waiver of any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, United States of America. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, together, will constitute one and the same instrument. The parties hereto have caused this Agreement to be executed and delivered as of the date first written.

By purchasing the Membership, or entering the Site. I agree to the Terms and Conditions above.