



# CBB Foundations of Success Program Terms and Conditions

## Please read these Terms and Conditions carefully.

This Agreement is between Service Business Builders, LLC, dba Cleaning Business Builders and you. For the purpose of these Terms and Conditions, "CBB," "Licensor", "we", "us" or "our" refers to Service Business Builders, LLC, and/or its qualified agent(s). For the purposes of these Terms and Conditions, "you", "your", "purchaser" or "participant" refers to you as a company, corporation, organization or individual. For the purposes of these Terms and Conditions, "program" refers to the CBB Foundations of Success Program. This Agreement governs the terms and conditions of your use of products and services provided CBB - together with any operating rules, policies, subscriptions, agreements, fee schedules, or other supplemental documents, expressly incorporated herein and constitutes the entire agreement between CBB and you. This Agreement supersedes any prior agreements between the parties regarding the subject matter of this Agreement.

## Changes to the Terms and Conditions

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time. You may or may not be notified of changes. Please check these Terms and Conditions periodically for changes.

## You must agree to these Terms and Conditions.

By signing up for, registering or using Products and Services provided by CBB, you agree to the Terms and Conditions, and the Privacy Policy. You agree to accept notices via e-mail from CBB and you continue to affirm your acceptance of the Terms and Conditions by your continued use of the products and services provided by CBB. In order to no longer be bound by these Terms and Conditions, you must discontinue using the program products and services provided by CBB, return all program licensed materials and property to CBB, and remit all program payments due CBB for the full duration of the program.

## Requirements for Use of Products and Services.

CBB Foundations of Success Program provided by CBB is designed and intended to be used by business owners, their employees and agents. Participants who complete this program are entitled to use all instruction and materials (courseware) provided in this program for perpetuity.

This product may be used by one purchaser for up to three physical locations unless licenses were purchased for more than three locations under a separate agreement. You may not, under any circumstances, distribute, rent, sell or lease any template, sample, model, instructional document, or any material copyrighted or branded by CBB or any company owned or operated by any of the program coaches or session teachers, or any copies thereof, to third parties. **If the purchaser has more than three locations and wishes to use the courseware at these locations, then a license must be purchased under a separate agreement.**

Courseware may be customized and modified as the purchaser sees fit as long as the copyrighted information is clearly displayed within all documents. The purchaser may add their own name and logo to the printed materials as long as the copyright information is present on all printed versions of the courseware.

This courseware license may not be transferred, assigned, given, rented, leased, or sold to any third party in any form.

Under no circumstances may the source courseware files be made available on a network, internet, or intranet, or any other removable or non-removable media.

Courseware will be provided electronically. It is the responsibility of the purchaser to print out copies of the courseware. CBB will in no way be held responsible for inadequate printing facilities at the purchaser's site, resulting in the inability to print out the courseware. In such cases that the original source courseware files are corrupted, CBB will replace any corrupted files.

Courseware provided in this program is for the sole use of the purchaser. The purchaser may not make available any courseware to other companies for their use. **Under no circumstances may printed or electronic copies of our courseware be resold.**

Models, templates and/or example documents will be provide as part of each session. Each participant will also take part in regularly scheduled coaching calls with a designated program coach, designed to assist with the comprehension and implementation of course material.

### Product and Service Offerings

The CBB products and services include business coaching programs related to the management and development of employees of cleaning companies. The participant may receive periodic program materials with video and print explanations, examples, templates, access to support communications through group phone calls and online communication forum(s). The program may develop and offer additional features/services, either included in the basic program or made available at an additional charge.

Coaching programs offered as of the effective date of these Terms and Conditions:

- Foundations of Success (formerly Foundations of Business) – a comprehensive coaching program with both private and group coaching elements; offered in an online format and an in-person format (aka Jump Start)
- Market Strategy & Planning – a short-term intensive coaching program focused on developing a short- and long-term strategy plan for your business

Additional coaching programs may be offered at any time and will be automatically subject to these Terms and Conditions.

Registration in a coaching program includes receiving all other CBB products and subscriptions currently available at the time of registration at no additional cost during the term of the program; event registration and new items may be offered at discounted rates. These items may be specified at the time a program is advertised and registration open.

## Confidentiality

Confidential Information means any information disclosed by either party, whether or not marked, including, without limitation, the terms of this Agreement, the Licensor Courseware, individual contact information provided by either party or data provided by purchaser.

Each party agrees to protect Confidential Information in the same manner as it protects its own confidential information (but using no less than a reasonable degree of protection) and shall only disclose Confidential Information to those employees or agents who need to know that information, who have agreed in writing to be bound by terms at least as protective as those contained in this Agreement. Information will not be deemed Confidential Information if (a) available to the public other than by a breach of a confidentiality obligation, (b) rightfully received from a third party not in breach of a confidentiality obligation, (c) independently developed by one party without use of the Confidential Information of the other; (d) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (e) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information. Each party agrees to indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from the unauthorized use and/or disclosure of the other's Confidential Information and that money damages would not be a sufficient remedy for a breach of confidentiality. The parties shall be entitled to seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief shall not be the exclusive remedy for any breach of confidentiality, but shall be in addition to all other rights and remedies available at law or in equity.

## Fees and Payments ,

CBB offers the CBB Foundations of Success Program in exchange for \$8,495 payable in one of these ways:

- Payment in Full Payment:** *A total of 1 payment.* A single payment of \$8,495 discounted 10% to \$7,645.50, paid at the time of registration, either online or over the telephone.
- 6-month Standard Payment Plan:** *A total of 7 payments.* The Standard Payment Plan is secured by a \$1,000 non-refundable deposit, after which monthly payments of \$1,249 are billed directly to the purchaser's credit or debit card on the first business day of the month. There is no finance fee for the 6-month Standard Payment Plan. Fees for a second registrant (\$1,999) must be paid at the time of the deposit.
- 12-month Extended Payment Plan:** *A total of 13 payments.* The Extended Payment Plan is secured by a \$1,000 non-refundable deposit, after which monthly payments of \$655 are billed directly to the purchaser's credit or debit card on the first business day of the month. There is a 9% finance fee for the 12-month Extended Payment Plan. Fees for a second registrant (\$1,999) must be paid at the time of the deposit.
- Alumni Payment Plan:** *A total of 1-2 payments.* CBB clients who have completed any previous class of Foundations of Success may repeat the curriculum alongside new client companies for a reduced fee of \$1,750; available spots may be limited. The Alumni Payment Plan is secured by a \$500 non-refundable deposit plus additional attendee fees, with the balance of \$1,250.

## Cancellation and Early Termination



# CBB Foundations of Success Program Terms and Conditions

Purchasers who withdraw by January 1, 2018 will receive a half credit of monies paid to date. There will be no refunds or credits for withdrawals or cancellations after January 1, 2018.

## Entire Terms and Conditions

This Agreement constitutes the complete and exclusive statement of the parties' agreement as it relates to the subject matter and supersedes all prior and contemporaneous proposals, representations, statements, negotiations and undertakings related to same. No terms and conditions of any purchase order (other than the consulting type and description, quantity and fees due in connection therewith), shall modify the terms and conditions of this Agreement, or add any additional or inconsistent terms for any reason or purpose whatsoever, regardless of any statement in a purchase order to the contrary.

I \_\_\_\_\_ authorize Service Business Builders to charge my credit card for the CBB Foundations of Success Program using the payment method selected on Page 3. A non-refundable deposit of \$1,000 will be charged now, with subsequent payments automatically billed on the first business day of each month consistent with your payment plan selection.

We accept Visa, MasterCard, American Express, and Discover.

<b>Credit Card #</b>	<b>Visa MC AMEX Discover</b>
<b>Card CV2#</b>	<b>Commercial Customer Code</b>
<b>Expiration Date</b>	
<b>Name on Card</b>	
<b>Business Name</b>	
<b>Billing Address</b>	
<b>Billing City, State, Zip</b>	
<b>eMail Address</b>	
<b>Signature</b>	<b>Date</b>

Contact Cleaning Business Builders at [mail@CleaningBusinessBuilders.com](mailto:mail@CleaningBusinessBuilders.com) with questions.



## Media Release

I hereby consent to the photographing of myself and the recording of my voice and the use of these photographs and/or recordings singularly or in conjunction with other photographs and/or recordings for advertising, publicity, commercial or other business/educational purposes. I understand that the term "photograph" as used herein encompasses both still photographs and motion picture footage.

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

Photographic, audio or video recordings may be used for advertising, publicity, commercial or other business/educational purposes and/or functions promoted by Service Business Builders, LLC, and its affiliates. I further consent to the reproduction and/or authorization by Service Business Builders, LLC, and its affiliates to reproduce and use said photographs and recordings of my voice, for use in all domestic and foreign markets. Further, I understand that others, with or without the consent of Service Business Builders, LLC, and its affiliates may use and/or reproduce such photographs and recordings.

I hereby release Service Business Builders, LLC, and any of its associated or affiliated companies, their directors, officers, agents, employees and customers, and appointed advertising agencies, their directors, officers, agents and employees from all claims of every kind on account of such use.

By signing these Terms and Conditions, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public educational setting. I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby.

Your Name \_\_\_\_\_

Street Address / PO Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home / Work / Cell Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Liability Release

As a guest in lodging provided as part of program or event registration, in this case The Mansion at 622 Ocean Boulevard, Isle of Palms, SC 29451, you

\_\_\_\_\_ acknowledge that the lodging provided and named above includes a swimming pool and hot  
initial tub and are fully aware that the areas surrounding the pool can be hazardous and slippery when wet. Injuries may occur and you, the guest, assume all risks involved in or relating to the use of the swimming pool and surrounding areas.

\_\_\_\_\_ acknowledge that there is no lifeguard on duty at any time and that the swimming pool is a  
initial no diving pool, due to its shallow nature.

\_\_\_\_\_ acknowledge that the property owner or manager reserves the right to additional  
initial compensation for any damage or excessive cleaning required to the swimming pool and related equipment, as a result of misuse, abuse or damage incurred by you, the guest.

\_\_\_\_\_ agree to hold the following harmless for any physical damages to the facility, accident,  
initial death, or injury, whatsoever, that may occur as a result of using the swimming pool or hot tub during their occupancy:

- Service Business Builders, LLC and its affiliates
- Supreme Mullet Media, LLC and its affiliates
- American Maid Cleaning, LLC and its affiliates
- Castle Keepers, Inc. and its affiliates
- K9 HQ, LLC and its affiliates

Your Name \_\_\_\_\_

Street Address / PO Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home / Work / Cell Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_