



**Gateways To Transformation, LLC**

**Firebird Earth Medicine Programs**

4874 Gateway Road,

Crawford, Colorado 81415

PH: 303-859-7385 Fax (970) 921-4563

transform@firebirdearthmedicine.com

**AGREEMENT FOR SERVICES**

This Agreement for Services (“Agreement”) is entered into this \_\_\_\_\_ day of 20\_\_\_\_, by and between Gateways to Transformation, LLC, a Colorado limited liability company (“Gateways”)

and \_\_\_\_\_, (the “Responsible Party”), whose address is \_\_\_\_\_ pertaining to the admission and treatment of \_\_\_\_\_ (the “Client”) (collectively referred to as the “party” or “parties”).

**RECITAL**

A. Gateways to Transformation, LLC is a Therapeutic Retreat Center that engages in therapy for mental health, dual diagnosis,

and cooccurring disorders as well as growth and learning, located in Delta County, Colorado.

B. The Client's permanent address is

\_\_\_\_\_.

C. The Client wishes to receive the services offered by Gateways, the Responsible Party agrees to pay the Cost of Services, and Gateways agrees to provide its services to the Client on the terms and conditions of this Agreement.

## **AGREEMENT**

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Firebird Earth Medicine Programs**

Includes supportive housing and mostly organic food and supportive therapy in all the firebird programs. These programs are not covered under insurance and are completely private pay. These programs are all two-week programs at a cost of \$15,000 due at intake.

### **3. Voluntary Withdrawal from Program**

If for any reason the Participant or Responsible Party chooses not to continue program chosen or chooses not to pay for Gateways to Transformation services, she or he must notify Gateways to Transformation in writing at least one (1) week in advance of the participant leaving or the Responsible Party discontinuing payment.

### **4. Selection of Program Option**

The Client and Responsible Party, after having fully reviewed and discussed the program options, have selected the following treatment option, and Gateways to Transformation, LLC has agreed to deliver the treatment services selected by the Client in accordance with the terms and condition of this Agreement:

#### **Selection: The Client and Responsible Party selects**

Program 1 Coming Back to Life Trauma \_\_\_\_\_

Program 11 Event Becoming Extraordinary \_\_\_\_\_

Program 111 Building Your World \_\_\_\_\_

Not available until September 2023

Program 1V End of Life Work \_\_\_\_\_

Not available until September 2023

- a. The Admission Payment to cover the chosen two-week program. The selected treatment program must be paid at the time of admission to begin service. If additional time is decided upon to continue therapy after the initial two-week program, client can let staff know and an additional cost of \$400.00 dollars a day will be charged for additional stay.

**5. Start of Service**      Start date: \_\_\_\_\_

## **6) Invoicing**

An invoice for any additional treatment service will be given to the Responsible Party when client notifies staff that they would like to continue therapy beyond the two-week program. The Responsible Party is required to submit payment to Gateways to Transformation, LLC immediately at that time.

## **1. Site of Service**

Gateways to Transformation, LLC shall provide the selected program services at the following site: 4874 Gateway Road, Crawford, Colorado 81415. The site includes a 40- acre fenced property, residences, treatment facilities, out buildings, barn, and arena.

If payment is delinquent for 30 days or more there will be a finance charge of twelve Percent (12%) per annum added to the out-standing balance until the balance is paid in full.

### **Gateways To Transformation Waiver for services.**

All Clients and family or other people brought onto the program's grounds will sign a Retreat Center Waiver \_\_\_\_\_

### **7. Refund Policy**

Gateways to Transformation, LLC does not give refunds. Client initial that they understand this refund policy. \* \_\_\_\_\_

### **8. Limitation on Liability**

In no event shall either party be liable for any special, incidental, indirect, or consequential damages, even if that party has been advised of the possibility of those damages. In no event shall Gateways to Transformation, LLC aggregate liability to Client for any cause of action or claim (whether in law, equity, or otherwise) arising out of, or relating to this Agreement exceed the amount actually paid to Gateways to Transformation, LLC for its services pursuant to this Agreement during the three (3) months preceding the accrual of any such cause of action or claim. The foregoing limitation shall apply regardless of the cause or form of action, whether breach of contract, breach of warranty, negligence, gross negligence, or otherwise.

To the extent that the foregoing limitations of liability shall inapplicable or unenforceable in any jurisdiction, liability hereunder shall be limited to the maximum extent permissible under the laws of that jurisdiction.

## **9. Harm to Property or Animals**

If a client intentionally damages property, he or she will be charged for the damage. If a client intentionally harms an animal at the facility, the Client will be withdrawn from working with any animal program and depending on the severity of his or her action may be discharged from the treatment program. The Client will also be charged for any damage to the animal This can be expensive as animals are therapy animals and well trained).

## **10. Choice of Law**

The laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

## **11. Venue**

The parties agree to personal jurisdiction of the District Court in Delta County, Colorado and agree that such Court shall be the venue in the event of any dispute.

**12. Waiver**

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**13. Notices**

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Responsible Party:

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If to the Owner:

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Gateways to Transformation, LLC

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4874 Gateway Road

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Crawford, Colorado 81415

#### **14. Change of Address**

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

#### **15. Modification or Amendment**

No amendment, change, or modification of this Agreement shall be valid unless in writing, dated and signed by the parties hereto.

#### **16. Entire Agreement**

This Agreement, together with its recitals and any attached exhibits, constitutes the entire understanding and agreement of the parties. All prior agreements, understandings, and representations, written or oral, are hereby terminated and canceled in their entirety and are of no further force and effect. Any amendment to this Agreement shall be in writing and signed by the Parties.



## **17. Breach of Agreement**

If any Party fails to comply with any of material provision of this Agreement such Party will be in breach of the Agreement.

## **18. Remedy at Law**

If any Party is in breach of this Agreement, the other Party may execute a proceeding at law to recover any damage consistent with Paragraph \_\_ of this Agreement.

## **19. Severability**

If any provision of this Agreement, or any portion thereof, is held to be in- valid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

## **20. Attorney Fees**

If either Party shall commence any action or proceeding against the other in order to enforce the provisions hereof, or to recover damages resulting from the alleged breach of any of the provisions hereof, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to reasonable attorney fees.

## **21. Disclaimer of Guaranty**

Although Gateways to Transformation may offer an opinion about possible results regarding the subject matter of this Agreement, it cannot guarantee a particular result. You acknowledge that Gateways to Transformation, LLC, have made no promises about the outcome of its services and any future opinion offered will not constitute a guaranty.

## **22. Facsimile**

The parties hereto agree that a facsimile or copy of the signature shall be as effective as if originals.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the day and year first written above.

GATEWAYS TO TRANSFORMATION, LLC      RESPONSIBLE PARTY

By: \_\_\_\_\_

By:

\_\_\_\_\_

STATE OF COLORADO)      COUNTY OF DELTA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_ Notary Public