



Firebird Earth Medicine Programs

4874 Gateway Road,

Crawford, Colorado 81415

PH: 303-859-7385

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. Firebird Earth Medicine is hosted by Gateways to Transformation, LLC a Therapeutic Retreat Center that

engages in therapy and coaching for mental health, as well as growth and learning, located in Delta County, Colorado.

B. Participant Name _____

C. The participants permanent address is _____

D. The participant wishes to receive the services offered by Firebird Earth Medicine at Gateways to Transformation Retreat Center, 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 staff in all the firebird programs. These programs are not covered under insurance and are completely private pay. These programs are various time length programs at a cost listed for each program, due at arrival.

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 Firebird Earth Medicine in writing at least one (1) week in advance of the participant program starting.

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 Firebird Earth Medicine 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 III End of Life Resolution Work _____

- a. The Admission Payment to cover the chosen Program 1 Coming back to life is \$6,000. The selected retreat program must be paid at the time of admission to begin service. If additional time is decided upon to continue therapy after the initial five to seven-day program,

client can let staff know and an additional cost of \$200.00 dollars a day will be charged for additional stay.

- b. The Admission Payment to cover the chosen Program 2 Becoming Extraordinary. Cost for this seven-day program is \$6,000. The selected growth program must be paid at the time of admission to begin service. If additional time is decided upon to continue growth work after the initial three to five -day program, participant can let staff know and an additional cost of \$200.00 dollars a day will be charged for additional stay.
- c. The Admission Payment to cover the chosen Program 3 End of Life Resolution Work. Cost for this seven-day program is \$6,000. The selected growth program must be paid at the time of admission to begin service. If additional time is decided upon to continue growth work after the initial three to seven-day program, participant can let staff know and an additional cost of \$200.00 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 participant notifies staff that they would like to continue stay beyond the chosen retreat program

timeline. The Responsible Party is required to submit payment to Firebird Earth Medicine, immediately at that time.

1. Site of Service

Firebird Earth Medicine shall provide the selected retreat program services at the following site: 4874 Gateway Road, Crawford, Colorado 81415. The site includes a 40-acre fenced property, residences, art studio, dance studio, out buildings, barn, and arena.

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

Firebird Earth Medicine 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 Firebird Earth Medicine or 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 Firebird Earth Medicine 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 participant intentionally damages property, he or she will be charged for the damage.

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:

Participant Signature: _____

Firebird Earth Medicine _____

4874 Gateway Road
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 Firebird Earth Medicine may offer an opinion about possible results regarding the subject matter of this Agreement, it cannot guarantee a particular result. You acknowledge that Firebird Earth Medicine, 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.

FIREBIRD EARTH MEDICINE

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