



## CONTRACT & LETTER OF AGREEMENT

This contract precedes your purchase for which you have secured my professional help to prepare and plan a sleep solution for your child. It is my understanding that you will retain me as a Professional Sleep Consultant during the time agreed based on purchase and expiration.

## DESCRIPTION OF SERVICES

As a sleep consultant my role includes:

**Simply Sleep:** The Survive & Thrive Newborn Guide • Four (4) 30-minute calls or emails with Brittany to troubleshoot or discuss anything newborn related • *All calls/emails must be redeemed by the time the child is 12 weeks old*

**Sleep & Feed:** The Survive & Thrive Newborn Guide PLUS all of Mary Scifs' breastfeeding secrets • Four (4) 30-minute calls or emails with Brittany to troubleshoot or discuss anything newborn related • One (1) 45-minute Zoom call with Mary Scifs, our resident Lactation Consultant, to troubleshoot or discuss anything lactation related • One (1) additional email with Mary • *All calls/emails must be redeemed by the time the child is 12 weeks old*

**Sleep Now & Later:** The Survive & Thrive Newborn Guide • Four (4) 30-minute calls or emails with Brittany to troubleshoot or discuss anything newborn related • Fifteen percent off the Classic, my most popular sleep guidance package, to redeem once your child reaches 10+ weeks<sup>2</sup> • Family questionnaire & sleep log • 15-minute intake call • Customized sleep plan • One-hour training call • Graduation guide • Virtual tour of sleep environment • 14 days of support via email and text<sup>1</sup> • Two (2) complimentary follow-up calls • *All calls/emails associated with Sleep Now & Later package must be redeemed by the time the child is 12 weeks old.*

**Express:** Family questionnaire & sleep log • 15-minute intake call • Customized sleep plan • One-hour training call • Graduation guide • Seven (7) days of daily support via email <sup>1 3</sup>

**Classic:** Family questionnaire & sleep log • 15-minute intake call • Customized sleep plan • One-hour training call • Graduation guide • Virtual tour of sleep environment • 14 days of support via email and text <sup>1 3</sup>

**Premier:** Family questionnaire & sleep log • 15-minute intake call • Customized sleep plan • One-hour training call • Graduation guide • Virtual tour of sleep environment • 14 days of support via email and text <sup>1</sup> • Three (3) complimentary follow-up calls • Two (2) mid-plan touch base calls <sup>3</sup>

**The Snooze Button:** One (1) 45-minute call to discuss or troubleshoot any sleep issues <sup>4</sup> • *Exclusively for graduated clients*

**Additional week of email support:** *Exclusively for Express clients currently in plan* <sup>5</sup>

**Additional week of email and text support:** *Exclusively for Classic and Premier clients currently in plan* <sup>5</sup>

**Additional child add-on:** *Exclusively for clients who have already purchased a Sibling & Multiples plan*

**Sleep Mentorship Call:** One (1) 45-minute call to discuss, troubleshoot and gain valuable feedback and insights to help your business grow • *Exclusively for certified sleep consultants, or those currently in a certification training program* <sup>4</sup>

<sup>1</sup>*All days of support provided must be consecutive.*

<sup>2</sup>*Sleep Now & Later clients must redeem the Classic package within 60-days of your baby turning 12 weeks.*

<sup>3</sup>*Packages must be redeemed within 60 days of purchase.*

<sup>4</sup>*Must be redeemed within 10 days of purchase*

*<sup>5</sup>Must be purchased prior to the completion of your original plan. Additional week (7 days) of support will begin immediately following the final day of support from your original plan.*

## **EXPIRATION**

Services must be redeemed within noted times above or will expire.

## **TERM/TERMINATION**

This agreement will terminate automatically upon completion of the services required by this letter of agreement.

## **MUTUAL EXPECTATION OF SERVICES**

As the consultant, I will provide sleep solutions to the best of my ability, taking into consideration all of my expertise, coupled with the information you provide me about your child, your lifestyle, your needs and your parenting style. I do not guarantee that babies and toddlers will not cry during the sleep guidance process – crying is how babies communicate and protest change. In return, I expect my clients to provide complete and accurate information about their child and their family situation, including any medical issues, and to provide timely follow-up and feedback in order for me to provide the best possible service.

## **REFUND POLICY**

Given the nature of the work Brittany Sheehan Sleep Consulting provides, which is upfront, highly personal and unique to each client, no refunds are offered in any amount, for any reason outside of an Act Of God.

## **ACTS OF GOD**

If an act of God, such as a fire, flood, earthquake, death or other natural calamity shall cause you to cancel my services; I will require payment only for the time actually spent sleep consulting.

## **DISCLAIMER**

Brittany Sheehan Sleep Consulting agrees to provide non-medical pediatric sleep coaching services that include providing support and education.

The services that Brittany Sheehan Sleep Consulting provides are not intended to replace or supplement medical advice. You agree that none of the advice that Brittany Sheehan Sleep Consulting provides shall be considered, or relied upon as medical advice. You should always seek the advice of your medical practitioner. Therefore, you should consult with your personal physician or other healthcare professional if you have any healthcare related questions, or before embarking on any new program or if you feel there is a medical issue that needs to be addressed. If a medical problem appears or persists, do not disregard or delay seeking medical advice from your personal physician or other qualified healthcare provider. Accordingly, Brittany Sheehan Sleep Consulting expressly disclaims any liability, loss, damage, or injury caused by information provided to the client.

I understand the services, coaching, programs and classes offered by Brittany Sheehan Sleep Consulting are voluntary. I acknowledge that injuries, accidents, or other complications associated with products or services may result from my participation. I will consult a physician if I am concerned about any of the risks to my or my child's health or well-being that may result from my participation in services with Brittany Sheehan Sleep Consulting. I acknowledge that it is my responsibility to follow instructions for any service provided, or purchase I make and to seek help from Brittany Sheehan Sleep Consulting if I have any questions. I knowingly and voluntarily agree to waive and release Brittany Sheehan Sleep Consulting from any and all claims of liability or demands for compensation that I may acquire during my time working with Brittany Sheehan Sleep Consulting.

I/We have read this letter describing Brittany Sheehan Sleep Consulting services and limits to service, and agree that it reflects the discussion we had with her and our agreement to the terms of this letter.

## **CONFIDENTIALITY**

The recipient agrees not to use any confidential information disclosed to it by Brittany Sheehan Sleep Consulting for its own use, or for any purpose other than to carry out discussions concerning, and the undertaking of the client/consultant relationship (hereinafter referred to as

the Relationship). The recipient will not disclose any confidential information of Brittany Sheehan Sleep Consulting to parties outside the Relationship. The information shared is customized to the specific client based on a number of factors and may not be appropriate for other parties outside of the Relationship. The recipient agrees that it will take all reasonable measures to protect the secrecy of, and avoid disclosure or use of confidential information of Brittany Sheehan Sleep Consulting in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own confidential information of a similar nature. The recipient agrees to notify the company in writing of any misuse or misappropriation of confidential information of the disclosing party, which may come to the receiving party's attention.

Sleep Consultant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's signature: \_\_\_\_\_ Date: \_\_\_\_\_