



3945 Forbes Avenue, #470
Pittsburgh, PA 15213
Phone: (412) 848-9355
Email: carolyn@aheadd.org

AHEADD CLIENT AGREEMENT

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THIS AGREEMENT made, effective as of this _____ day of _____, ____ (the “Effective Date”) by and between **AHEADD, INC.** (the “Company”), _____ (hereinafter referred to as “Student”), and _____, Student’s Parent(s)/Legal Guardian(s) (hereinafter referred to as “Guardian”).

Length of Contract. This Contract (the “Contract”) shall be effective for a period of twelve (12) months beginning on the Effective Date (the “Contract Period”) unless terminated as set forth below.

Services Provided. The Company was founded for the purpose of promoting Achieving in Higher Education with Autism and Developmental Disabilities. The Company provides coaching and educational therapy for college students with Learning Disabilities, High Functioning Autism, Asperger’s Syndrome, Non-Verbal Learning Disorder and Attention Deficit Disorder. Company Staff work with Student in his/her college environment, and Company staff assist Student in identifying his/her unique needs and goals, and in the development of effective strategies for managing the Student’s higher education career. The services to be provided by the Company to Student to further the Company’s objective will be determined at the sole discretion of the Company’s staff, but will include the following subject to the terms and conditions of this Contract:

1.) Student Meetings. Company staff shall meet with Student at least two (2) times each week that classes are in session during each of Student’s academic quarters or semesters to consult with Student and develop Student’s academic related skills and strategies (“Student Meetings”). Each Student Meeting shall last up to two (2) hours. The number and length of the weekly Student Meetings shall be at the Company’s sole discretion as deemed advisable by the Company’s staff in consultation with the Student. Student Meetings will be scheduled by the Company with the Student at the beginning of each academic quarter or semester for the length of such quarter or semester. Should Student cancel a Student Meeting for any reason the Company shall not obligated to reschedule such Student Meeting, and Student shall not be entitled to a “make-up” meeting. Accordingly, it is important that the Student abide by the schedule set by the parties.

2.) Consultations With School Faculty and Staff. Company staff shall, if deemed advisable in their sole discretion, meet and/or consult with school faculty, staff, and disability resource services regarding Student’s specific needs and the implementation of specific accommodations.

3.) Transition Planning. Company staff shall, if deemed advisable in their sole discretion, assist Student with independent living planning and skill development. Such assistance will take place in Student’s scheduled Student Meetings.

Price and Payment Conditions of Contract. The Company shall perform the services described in this Contract, subject to the conditions set forth in this Contract, for the sum of _____ (\$_____), to be paid upon the execution of this Contract (the “Contract Fee”). Student or Guardian may terminate this Contract for a period of fourteen (14) days following the Effective Date and shall be entitled to a full refund, minus an 18% processing fee, of the Contract Fee upon such termination. Should either party terminate this Contract more than fourteen (14) days after Effective Date, the entire amount of the Contract Fee shall be non-refundable. This Agreement shall not be effective unless and until the Contract Fee is paid in full to the Company.

Termination. The Company shall have the right to terminate this Contract at will at any time during the Contract Period for any violation of this Contract by Student or for Student’s failure to abide by any rule, regulation, or policy as set forth in this Contract or as issued by the Company from time to time. In addition, the Company may terminate this Contract if the Company discovers, at any time, that Student’s Application Form or any information supplied by Student or Guardian is false or misleading.

Student Acknowledgments. Student acknowledges that his/her participation in the Company’s programs is voluntary. Student may choose to not attend Student Meetings or to avail him/herself of the Company’s services. Student further acknowledges that Company shall assist and advise the Student, but that Student is solely responsible for all of Student’s decisions and actions. Should Student choose to not participate then Student is not entitled to a refund of the Contract Fee unless permitted by this Contract.

Additional Terms and Conditions. Please see the Additional Terms and Conditions below.

THIS CONTRACT shall be effective only upon execution of the Company, the Student, and Guardian. Each party warrants and represents that the Contract is a legal, valid, and binding obligation of such party as of the effective date.



Additional Terms and Conditions

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Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ALL OF ITS SERVICES AND MATERIALS. STUDENT AND GUARDIAN EXPRESSLY AGREE THAT EACH IS VOLUNTARILY PARTICIPATING IN THIS CONTRACT AT HIS OR HER SOLE RISK.

Relationship of the Parties. None of the provisions of this Contract are intended to create, nor shall they be deemed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Contract. No party hereto or such party's employees, agents or contractors shall be deemed to be employees of the other. Except as set forth in the terms of this Contract, neither party has any authority, express or implied, to commit the other in any way to perform in any manner, or to pay money for services or materials.

LIMITATION OF LIABILITY. The Company shall not be liable for any indirect, incidental, special or consequential damages, whether in an action for breach of contract or in tort (including strict liability) resulting from its performance or any failure to perform under this Contract, including, but not limited to, loss of anticipated profits or benefits, even if the Company has been advised of the possibility of such damages. Further, in no event will the Company's liability exceed the total of the Contract Fee paid by Student and/or Guardian under this Contract.

RELEASE. Student and Guardian, on behalf of themselves, and their heirs, executors, successors in interest, legal guardians, and assigns, hereby waive release and forever discharge the Company, and its officers, directors, managers, shareholders, employees, agents, affiliates, subsidiaries, and representatives of all responsibility and liability for any injuries, charges, damages, or expenses arising from Student's participation in the Company's programs, and from all claims, liabilities, obligations, rights, actions and causes of action of every nature which arise directly or indirectly out of or in connection with the Company and the Company's services under this Contract, including but not limited to, claims for damages, injury, emotional distress, and punitive damages, whether known or unknown, foreseen or not, due to or resulting from the acts, conduct, negligence, or misfeasance of, or omissions or failures to act by, the Company and/or any of its officers, directors, shareholders, or employees. It is expressly understood and agreed that this release is a complete release and is intended to cover and does cover not only all now known injuries, losses, liabilities, expenses, claims and damages, if any, but any future injuries, losses, liabilities, expenses, claims and damages, including all the effect and consequences thereof, to the extent arising from or related to the foregoing.

Further Representations and Warranties of the Parties. Each party hereto warrants and represents to the other that such party's entering into and/or performance of the terms of this Contract do not and will not breach any agreement between such party and any other person or entity. Except as provided above or elsewhere in this Contract, neither party makes any representation or warranty to the other regarding its services and obligations hereunder.

Indemnification. Student and Guardian agree to indemnify, defend and hold Company, its officers, directors, managers, shareholders, employees, agents, affiliates, subsidiaries, suppliers and representatives harmless from and against any and all claims, injuries, damages, losses, costs, and expenses (including but not limited to attorneys' fees) that arise directly or indirectly from: (1) Student's breach of any provision of these terms and conditions, or (2) any Student activities conducted in connection with Company and these terms and conditions.

Amendments and Applicable Law. The provisions of this Contract shall not be modified, amended, or waived except in writing, executed by the party against whom such modification, amendment or waiver is sought to be enforced. This Contract and all documents given in connection herewith shall be construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws principles thereof.

Assignment of Rights. The rights of each party under this Contract are personal to that party and may not be assigned or

transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. This Contract shall inure to the benefit of, and shall be binding upon the respective successors and permitted assigns of the parties hereto.

Notices. Any notice or consent required or permitted by this Contract shall be in writing and shall be delivered either in person or by certified mail, postage prepaid, return receipt requested, to the addresses of the parties set herein, unless such address is changed by written notice hereunder. All notices and other communications shall be deemed effective when delivered in person, or one day after being deposited in the mail by registered or certified mail, whichever the case may be.

Captions. The captions of the various sections and subsections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Contract.

Severability. If any provision of this Contract is held to be unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

Jurisdiction. In any litigation initiated by the Company for enforcement of the provisions of this Contract, the Company shall be entitled to recover, in addition to other amounts awarded under such judgment, its reasonable attorney fees and costs. Student and Guardian irrevocably agree that any dispute brought under this Contract shall have jurisdiction in

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the state and federal courts in Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania and hereby specifically consents to the venue of such courts.

COMPANY: AHEADD, Inc.

By: _____
Carolyn Hare, Director/President
Phone: (412) 848-9355
Email: carolyn@aheadd.org

Date: _____

Entire Agreement. This Contract embodies the entire Contract among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of the parties hereto.

STUDENT:

Name: _____
Address: _____
Phone: _____
Email: _____
Date: _____

GUARDIAN(S):

Name: _____
Address: _____
Phone: _____
Email: _____
Date: _____

GUARDIAN(S) SIGNATURE:
