



International IV Nutritional Therapy

Teaching IV Nutrition Worldwide

Infusion Center Start Up Consultations

Terms and Conditions and Contract

By purchasing the International IV Nutritional Therapy for Physicians (IIVNTP) Infusion Center Start Up Consultation, managed by Kelly Brink, RN, (contractor) I agree to the following terms:

1. Consultation Content and Schedule. I have read the **Infusion Center Start Up Consultations** page as well as the **Terms and Conditions and Contract** page and attest to the fact that I thoroughly understand what is included in the program, the pre-visit and onsite schedule, and the requirements for completing this contract. If I did not fully understand the pages or had any questions about the program or schedule of events, I have resolved these issues prior to purchasing.

2. Pre-visit Requirements. It is to your advantage to follow recommendations for ordering supplies required to effectively set up your IV clinic space; If a hood has been ordered and has arrived in clinic, the mixing area will be established. If no hood, or if hood will be ordered later, the mixing area will be defined. Basic furnishings and IV supplies will help insure good training. IV models, as noted in the consultation package you purchased, should be on hand.

3. Refunds. Refunds will be given only for cancellations effective prior to the incurrence of travel expenses (air fare) by the contractor. After this date, refunds will be issued, less the travel expenses and a \$250.00 administration fee.

No other refunds will be made. All refunds will come through IIVNTP and will be given after IIVNTP receives your payment through our online store. This may take up to two weeks after cancellation

4. Fee schedule and timing of charges

- a. The 3-day All Inclusive Consultation shall be charged \$4000.00 on purchase
- b. The 3-day Power Consultation shall be charged \$3000.00 on purchase
- c. The 2-day Express Consultation shall be charged \$2000.00 on purchase

Travel and lodging for option (b.) and (c.) shall be charged after completion of the on-site visit. We endeavor to keep costs within acceptable limits for a travelling professional. If you desire, you may request a copy of receipts for this charge.

5. Waiver of Liability; Indemnity.

- a. I assume all risks associated with the set-up activities of my IV Center.
- b. I agree to indemnify and hold harmless IIVNTP, its agents, employees, officers, successors and assigns from and against any cost or expense, including but not limited to attorneys' fees incurred

at arbitration, at trial or on any appeal, which may be incurred by reason of any claims arising from or associated with my acts or omissions under this contract.

6. Miscellaneous.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this Agreement shall be binding unless in writing and signed by the parties hereto.

b. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part(s) of this Agreement so held to be invalid, unenforceable or void shall be deemed stricken, and the Agreement will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

c. This Agreement is effective as of the date all parties hereto have executed this Agreement.

d. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon.

e. In the event suit or action is instituted to enforce collection or any of the terms of this contract or for its breach, the prevailing party shall be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at arbitration, on trial or on appeal, in addition to all other sums provided by law.

I hereby affirm that I am of full age and have the right to contract in my own name. I have read this Agreement and fully understand its contents. This Agreement will be binding upon me, my heirs, legal representatives and assigns.

Clinic Representative

Date

IIVNTP Representative

Date