



# Mentoring Program ROOMote Control® Program

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

When signed by you (“*you*” or “*Client*”) and countersigned by Topitz Design Studio, LLC, a New Jersey limited liability company (“*us*,” “*we*” or “*TDS*”) below, this agreement (“*this Agreement*”) will become a legally binding contract between us setting out all of the terms and conditions of our agreement. Please review this contract carefully, with counsel of your choice, before signing.

## MENTORING TERMS

### ***As your Mentor, it is our responsibility to:***

- Mentor you with 1 call per calendar month via phone or Skype™ (12 calls in total, up to one hour each).
- Hold you accountable through 1 follow-up call per month. (12 calls in total, up to one half hour each).
- Determine a Design Plan.
- Help move you through your Design Plan.

### ***Your responsibility as a mentored client is to:***

- Commit to focusing on and following through with action items that are prioritized each month.
- Be coachable through the process and open to change to achieve the outcomes you desire.
- Do any “Homework” assigned, taking the specific action steps outlined in your session prior to the next session and within established deadlines.

### ***The Mentoring and Implementation Sessions:***

In a typical mentoring session, there will be a predictable format and rhythm. After the initial session, action items from the prior month’s discussions will be reviewed, and the mentoring can flow organically from that point. We will expect you to have reviewed the meeting agenda for the monthly call prior to each session and for you to have sent any revisions at least 24 hours prior to the scheduled call, to ensure that our time together is well spent on planning and implementation.

TDS will provide the services of Jodi Topitz (“Jodi”) as mentor to share her experiences, knowledge and expertise, as they are relevant to your situation. The purpose is for Jodi and her team to guide you in the right direction to better equip you to reach your goals faster.

Mentoring, by its nature, is a confidential relationship. Jodi and TDS will keep all information strictly confidential, except in those situations where such confidentiality would violate applicable law. Likewise, information that Jodi shares with you as proposals, or that reveal her processes, thinking or otherwise, is the confidential or proprietary business practices of TDS that are shared with you in confidence as her mentored client. These practices are for your personal use only and may not be disclosed to or shared with others.

The terms for payment for the services to be provided under this Agreement will be established before we begin the mentoring relationship. Those terms will address the form of payment (check, credit card, PayPal®, etc.), procedures for canceled appointments, etc.

# Mentor Program Investment

## The ROOMote Control® Program

- 12 scheduled mentoring calls (up to 1 hour long each) per year, once per calendar month unless otherwise agreed and stipulated in this Agreement.
- 12 scheduled follow-up calls (up to 1/2 hour long each) per year, once per calendar month unless otherwise agreed and stipulated in this Agreement.
- Ten (10) GUEST tele-coaching calls for topic of your choice (from among the choices described below), up to 1 hour long each.
- Access via email to Jodi for questions, guidance, and as a sounding board between calls.
- Referrals to Jodi's network of recommended vendors.
- Receive two autographed copies of Jodi's book. (Give one to a friend!)

**Total Investment: \$9,995.00**

## WHAT YOU GET

### Monthly mentoring calls

**During the 1-hour monthly mentoring calls via scheduled SKYPE™ or telephone sessions, we will:**

Determine a Design Plan- "WHAT THE HELL DO YOU DO in each room of your home?"

- ✓ Create a budget- "Can I really have a home as fabulous as I am, even though I'm not rolling around naked in a pile of dough?"
- ✓ Color direction- "Is it possible to pick a color that doesn't make me feel like I want run out of the room screaming?"
- ✓ Furniture placement- "Which pieces of furniture do I keep and where do I put them, so they don't make me vomit?"
- ✓ How to feel comfortable in each room of your home.
- ✓ How to make your kids feel grounded in their new space – a/k/a "Do I really have to put up another Justin Bieber® poster up to make my kid happy?"

**INCLUDES: Get Creative Solutions Within Any Budget**

Client's initials: \_\_\_\_\_

## Monthly follow-up calls

During the monthly scheduled 1/2-hour follow-up calls:

**INCLUDES: Friendly nagging to make sure you get stuff done**

Help move you through your personalized design plan - Inspirational mentoring strategies to wake you up from your occasional design nightmare

- ✓ Shoulder to cry on as you bring your design plan to fruition
- ✓ Yes, I will tell you what to do and when you start sweating the small stuff, I mean when even the smallest details that can make you nuts
- ✓ Advice on Online shopping – “Where to get the crap you need to tie it all together”

## Guest tele-coaching calls

During the ten (10) 1-hour GUEST tele-coaching calls, Jodi’s team will provide advice on the topic or topics of your choice:

**INCLUDES: Chatting with other experts – because I don’t know everything.**

Design for your *whole* life. What other areas outside of what we are doing do you need help with?

- |  |                  |
|--|------------------|
| ✓ Finance  | ✓ Family therapy |
| ✓ Home improvements  | ✓ Dating         |
| ✓ Nutrition  | ✓ Fitness        |
| ✓ Career   | ✓ Image          |
| ✓ Almost anything you might need...within reason, of course! |                  |

LOL

Client’s initials: \_\_\_\_\_

## **Our Programs and Pricing**

We2Me® offers 3 easy payment options in addition to monthly billing. If you are selecting one of these payment options, please initial to indicate your Level:

\_\_\_\_\_ **ROOMote Control® Investment**, one payment of \$9,995.00.

\_\_\_\_\_ **ROOMote Control® 2 Payment Investment**, two payments of \$5,495.00 each.

These rates will be locked in through January 31, 2017 upon execution of this Agreement.

## **Other terms concerning payments:**

1. All fees for services must be current and paid in advance, whether through one of the two payment options above or through monthly billing..
2. The expiration date of any card provided must be later than the end of the one year term of this Agreement.
3. If you choose to pay by check, your check must be received by us in time to be deposited and to clear before the first day of the month to which such payment relates.
4. If you fail to pay when due any amount that you have agreed to pay under this Agreement, we may elect to suspend Jodi's performance under this Agreement until you have brought your account current, or we may elect to terminate this Agreement and hold you responsible for any loss, cost or damages arising from your breach.
5. Late payments, if accepted, shall be subject to an additional administrative fee of the lesser of \$100.00, or 5% of the delinquent payment.
6. Any partial payment(s) received, if accepted, shall not constitute an accord and satisfaction or a waiver by TDS of its right to demand and to receive full payment of the amount(s) owing.

## **Other Terms Governing this Agreement**

1. Client, by signing below, acknowledges and agrees that Client alone is fully responsible his or her own physical, mental, emotional and financial well being during the mentoring that is the subject of this Agreement, including any choices and decisions that Client makes.
2. Any advice provided by TDS through Jodi, any of Jodi's staff, or any of Jodi's guest "tele-coaches," is provided for your consideration and evaluation only. You are not required to follow such advice and, throughout the term of the relationship between us, you are entirely free to adopt any such advice and act upon it, adopt such advice in part and reject it in part, or reject it completely. Client understands that mentoring is a comprehensive process that may involve a number of areas of Client's life, as Client may address in the mentoring sessions. These areas may include Client's work or profession, finances, home décor, health, relationships, education and recreation. Client further acknowledges that the decisions concerning how to handle any of

Client's initials: \_\_\_\_\_

such issues, and how to utilize the mentor's advice including, if applicable, how to implement any changes, is exclusively the Client's responsibility.

3. Except in the unlikely circumstances of gross negligence or criminal conduct, none or TDS, Jodi or anyone working for or with her, shall have any liability to you for any advice offered, nor for the results or consequences of your following (fully or in part) or ignoring any such advice or recommendations. While TDS or Jodi may recommend vendors, other service providers or online resources, any such recommendations are provided solely as an accommodation to our clients, including Client, and none of TDS, Jodi, any of her team or any tele-coaches will be responsible for Client's experience or satisfaction with any of such vendors, service providers or websites. Of course, if you are dissatisfied with any of them, you are encouraged to share that information with us so that we can re-evaluate our recommendations.

4. In order to receive the services to be provided hereunder, you will be required to initiate each Skype™ (Jodi.topitz1) or phone call (973-985-4386) at the scheduled time of any such scheduled session. Contact information for guest tele-coaches will be provided to you as such sessions are scheduled over the term of this Agreement.

5. As noted above, all information that you provide to us during or in connection with the mentoring sessions will be kept confidential, except as required by applicable law. In addition, but only if it can be done in a manner that does not disclose any of your personally identifiable information, we may use issues, challenges or questions that you raise for training purposes or for illustrating advice provided to others without such use being deemed a violation of our undertaking to keep your information confidential.

6. Client acknowledges and agrees that mentoring is not to be used as a substitute for seeking and obtaining appropriate professional advice by legal, medical, financial, religious, spiritual or other duly licensed and qualified professionals. Client agrees that if his or her needs are for any such professional or licensed services, he or she will obtain or consider obtaining such services, separately, and none of TDS, Jodi or anyone acting together with or on behalf of TDS or Jodi will be responsible for Client's decisions concerning such other advice or assistance, or for the consequences of obtaining or not obtaining any other advice or guidance. Client understands and agrees that all decisions in these specialized areas are exclusively Client's and by signing below Client acknowledges that any decisions and actions regarding them are Client's sole responsibility.

7. This Agreement has an initial term of one (1) year and at the end of such year, unless we otherwise agree in writing, this Agreement shall expire and be of no further force, effect or validity except as to our mutual promises to maintain the confidentiality of each other's confidential information.

8. This Agreement is personal to you and to TDS, and that means that neither TDS nor you can assign all or any of our respective rights, nor delegate all or any of our respective responsibilities, under or in connection with this Agreement to any other person or party.

9. In providing services to you under this Agreement, TDS (and, by extension, Jodi) is acting as an independent contractor. Nothing contained in this Agreement will make Jodi or any other employee or agent of TDS your employee, nor is this Agreement intended to make us into partners or joint venturers. Neither of us will have the power to bind the other party or to incur (or waive) any obligations on behalf of the other.

Client's initials: \_\_\_\_\_

10. Neither you nor TDS will be responsible if we are prevented from performing our obligations under this Agreement (other than for the payment of money) by circumstances typically referred to as a “*force majeure*,” including any act of God, fire, natural disaster, earthquake, accident, act of government, or an act that is beyond the reasonable control and anticipation of the party affected.

**11. Under all circumstances, absent criminal conduct or gross negligence, the maximum liability of TDS (together with Jodi and anyone acting with her or on her behalf), for any action or omission under or in connection with this Agreement shall not exceed an amount equal to what you actually paid to TDS for three (3) months’ services hereunder. In furtherance of this limitation, under no circumstances shall TDS (together with Jodi and anyone acting with her or on her behalf) be responsible to Client for any special, indirect, incidental, consequential, punitive or exemplary damages, even if TDS, Jodi or others had been advised in advance of the possibility of any such damage or any particular circumstances. We hereby disclaim any express or implied warranty including, without limitation, any warranty as to fitness for a particular purpose of any provided services.**

12. This Agreement (and our respective rights and obligations) will be governed by the laws of the State of New Jersey applicable to contracts made and to be performed in such State, without regard to its conflict of laws principles. In the event that we are unable to resolve any disputed matter amicably within a reasonable time with each of us acting in good faith, we both agree that the exclusive venue for the resolution of any such dispute shall be in a court of the State of New Jersey. Each party to this Agreement consents to the exclusive appointment of such courts for the purposes described above and hereby submits to the personal and subject matter of any such court.

13. This Agreement may be amended or revised, if at all, only in a later writing that makes reference to this Agreement and sets forth our agreed amendment or revision, and that is signed by both of us. Any term or provision of this Agreement may be waived by you or by TDS but only if the party waiving such term or provision has signed something in writing to that effect. The failure or delay by either of us to enforce at any time any term or provision of this Agreement shall not constitute a waiver of such term or provision, nor shall it in any way affect the validity of this Agreement or the right of that party to enforce the terms of this Agreement at any later time. No waiver of any breach of this Agreement shall be a waiver of any other or any subsequent breach.

14. Any headings used in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

15. This Agreement sets forth our entire agreement concerning the subject matter of this Agreement, superseding all prior discussions, communications and understandings that we may have had or may have reached. Neither Client nor TDS is relying upon any commitment, representation or undertaking of the other party not expressly set forth in this Agreement. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect as written in accordance with their express terms.

Please review, complete, initial all pages as indicated, sign where indicated, and return by mail, or scan and email to:

Client’s initials: \_\_\_\_\_

We2Me®  
c/o Jodi Topitz  
joditopitz@we2me.com

Starting Date: \_\_\_\_\_

Ending Date: \_\_\_\_\_

I have read, understood and agree to be bound by each of the terms of this Mentoring Agreement.

Topitz Design Studio, LLC

\_\_\_\_\_  
Client's Signature

By: \_\_\_\_\_  
Jodi Topitz  
Managing Member

Date \_\_\_\_\_

Date \_\_\_\_\_

Referred by \_\_\_\_\_

**Client's information:**

Printed name: \_\_\_\_\_

Personal email \_\_\_\_\_

Phone \_\_\_\_\_ Best Time to be Reached \_\_\_\_\_

Billing Address: \_\_\_\_\_

Street \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Client's initials: \_\_\_\_\_