



# ACCEPTANCE OF TERMS

## Event Enrollment Terms and Conditions

### Real Education for Life, LLC d/b/a Evolution Seminars

***1. General Terms: the following terms and conditions shall apply to all Real Education For Life contracts, except where otherwise already provided for in these Terms and Conditions.***

a. **Attendance & Priority:** attendance for any event will be based on order of registration. Rescheduled enrollments will be given attendance priority based on the date of receipt of request.

b. **Expiration:** you have 24 months from the time of registration to attend all registered events. Failure to do so will subject you to forfeiture of your tuition payment(s) and you will be liable for the total tuition.

c. **Value of Each Event:** If there are multiple events per contract, the value of each event shall be derived by dividing the total contract amount by the number of events, resulting in equal value per event. Any non-Real Education For Life "Partner events" are excluded.

d. **Breach:** A breach of this Agreement includes, but is not limited to, failure to pay under the terms and conditions of this Agreement, failure to attend a registered event without prior written excuse from Real Education For Life, or if your behavior during any event is deemed inappropriate. Any person found in breach of this Agreement will forfeit their registration into any future events, including any related to this Agreement, and will be liable for full amount of tuition.

#### **e. Cancellations and Refunds:**

i. Cancellation & refund requests must be made in writing by Certified Mail with Return Receipt to the address that appears on the front of this Agreement and postmarked before the applicable cancellation date. EMAIL OR PHONE DO NOT CONSTITUTE PROPER NOTICE FOR CANCELLATION. Once notice is received, you will be required to fill out a cancellation form before any applicable refunds are processed. You must also return any physical materials received, in like-new condition, before any refund is processed. Any items not returned in like-new condition will be charged and deducted from any refund. Once the completed cancellation form and any physical materials are returned, refunds will be processed within 30-60 days.

ii. Up to 3 calendar days after registration, you may cancel and receive a full refund. If an event on the contract occurs within this period, you will be liable for the value of that event as determined in section c.

iii. After 3 calendar days and before 30 calendar days after registration you may cancel, however refunds are only available in the form of "store credit" and may only be applied to another training. There are strictly no cash refunds after 3 days.

iv. 30 calendar days after registration there are strictly no cancellations or refunds. You must complete all payments due.

#### **f. Rescheduling Event Dates, or Transfers:**

i. Reschedules or transfers must be requested in writing, and may be requested via mail or email.

ii. Up to 30 calendar days before an event, you may reschedule dates and locations, or transfer to another person at no extra cost. For all transfers, you may only transfer to another person not already in the Evolution Seminars database (subject to approval.) There is a maximum of 1 (one) transfer per event.

iii. After 30 days and before 14 calendar days before an event, you may reschedule dates and locations, or transfer to another person with a \$35 administration fee per transfer.

iv. If there are 14 calendar days or less remaining until a registered event, there are no transfers or rescheduling. Even if you do not attend your registered event, You are still liable for the full tuition amount and will forfeit your registration for that event.

g. **Materials:** Course materials can only be provided at the course location and will not be shipped.

h. **Age:** Except by written permission from Evolution Seminars and accompanied by a parent or legal guardian participating or volunteering at the same event, all participants must be at least 18 years of age. Volunteers must have attended the event prior to acting as a parent or legal guardian of a minor. A parent or legal guardian will be required to sign waivers/releases and any related documents on behalf of any minor attending an event.

i. **Warranties:** You acknowledge that you are not relying on any warranties, promises, guarantees or representations made by us or anyone acting or claiming to act on behalf of us unless it is in writing and made a part of this Agreement.

j. **Attorneys' Fees:** The prevailing party shall be entitled to reasonable attorneys' fees in any dispute or action arising out of this Agreement.

k. **Venue & Choice of Law:** Any issue, dispute or controversy arising out of this Agreement shall be governed by the laws of California and filed with a court of competent jurisdiction in the County of Orange, State of California.

l. **Tax:** For events occurring in locations that charge VAT, GST, Sales Tax, or other applicable tax, such taxes may be charged to the participant in accordance with local government tax regulations.

m. **Subject to Change:** Dates, locations, times, content, and structure of events are subject to change without notice. For current dates and times, contact Evolution Seminars by phone or email.

n. **Right of Refusal:** Evolution Seminars reserves the right to refuse entry of any person to any event for any reason. In such case, there will be no refund for meals, transportation, lodging, or other incidental costs.

o. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

p. **Indemnity:** You agree to indemnify and hold harmless Evolution Seminars against loss or threatened loss or expense by reason of the liability or potential liability of you for or arising out of any claims for damages arising out of relating to this Agreement.

q. **Integration & Modification:** This Agreement is the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. No employee or agent, other than Matt Brauning, has authority to modify this agreement.

r. **Severability:** If any provision of this Agreement is held unenforceable, then such provision will be modified to the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

s. **Heirs and Assigns:** This Agreement shall inure and bind the enrollee and their respective heirs, representatives, successors, and permitted assigns. This registration/Agreement shall not be assigned to another without the prior written consent of Evolution Seminars.

t. **Waiver:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter; nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.