

## In order for this intake from to be viewed as complete and for the consultation process to move forward, please review and sign the contract below!

## **Agreement for Pediatric Sleep Consulting Services**

This agreement made and entered	d into effective (date)	is by and between
(name)	("Client") and Eatsleepdream LLC "ESDI	LLC"

- 1. Consultation Services. The Client hereby employs ESDLLC to perform the following services in accordance with the terms and conditions set forth in this agreement. ESDLLC will confer with the Client about any concerns relating to the sleep plan agreed upon with the Client, including its implementation and management. Details are set out in Section 2.
- 2. Terms of Agreement. ESDLLC will provide a consultation to the Client regarding the implementation of healthy sleep habits for the Client's child including the following services for the consulting package purchased. Following the initial phone consultation, the Client will receive a customized sleep plan via email within 48 hours, unless otherwise agreed to between ESDLLC and the Client. The Client will have 48 hours to review the sleep plan and have the opportunity to ask questions and clarify any concerns with ESDLLC by phone or email. The Client agrees to follow the plan using their best judgment and commit to working with ESDLLC for a one-week period to establish healthy sleep habits for the Client's child unless otherwise agreed to between ESDLLC and the Client. ESDLLC reserves the right to terminate the agreement at any time if the Client breaches any of the terms of this agreement.
- 3. Consulting with Client's health care provider. The Client agrees to consult with the Client's pediatrician or family physician ("health care provider"), about the Client's intention to sleep train prior to implementing the sleep plan if the Client has any questions regarding their child's health. It is the Client's responsibility to be sure that any underlying medical conditions that may be causing sleep problems (including, but not limited to, sleep apnea, ear infection, allergies, and asthma) have been ruled out as well as to ensure that the health care provider has advised that the Client's child is healthy. If it is the Client's desire to stop nightime feedings, the

Client should be sure that doing so is okay with their child's healthcare provider. The Client agrees to notify PPSC of any changes to the child's health during the sleep training process as sleep training should not be implemented for a child who is ill or has an underlying medical condition that affects sleep.

- 4. Liability and Disclaimer. The information provided by ESDLLC is neither intended nor is implied to be a substitute for professional medical advice. This consultation is intended as an educational service only. The Client is advised to always seek the advice of a physician or other qualified health care provider with any questions regarding a medical condition or the health and welfare of the Client's child. ESDLLC will use reasonable efforts to include up-to-date and accurate information in consults, but makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided. ESDLLC shall not be liable for any damages or injury resulting from the Client's access to, or inability to access the information discussed, or from the Client's reliance on any information provided by ESDLLC. This consultation may provide references to outside materials and resources but ESDLLC will have no responsibility for the content of such other references and shall not be liable for any damages or injury arising from that content. Any references provided by ESDLLC are provided as merely a convenience to the user.
- 5. Payment to ESDLLC. ESDLLC will be paid the flat rate of for the work that will be provided in accordance with this agreement. ESDLLC will provide an invoice outlining all services to be rendered and collect payment in full before the initial consultation with the Client. The Client will have the option to seek additional support from ESDLLC if desired at a rate dependent upon the level of support being sought.
- 6.. Refund. Refunds are at the sole discretion of ESDLLC. The invoiced amount paid by the Client is generally considered non-refundable.
- 7. Confidential Information. ESDLLC agrees that any information received by her during any furtherance of her obligations in accordance with this agreement which concerns the personal, financial, or other affairs of the Client will be treated by ESDLLC in full confidence and will not be revealed to any other persons or organizations without the written consent from the Client.
- 8. Parent Commitment. The Client understands that their commitment to this process is absolutely necessary in order to see the results they are hoping for in regard to their child's sleep. The Client agrees to follow current recommendations from the American Academy of Pediatrics on safe sleep practices. The Client understands that ESDLLC encourages and enjoys updates from them and that it is their responsibility to correspond with ESDLLC. The Client promises to

bring up any concerns, doubts, or confusion in regard to the sleep plan developed with ESDLLC and as soon as possible so the Client and ESDLLC may address them constructively and work together to achieve the goals. d. The Client understands that ESDLLC is generally available to answer questions on weekdays during the business hours and that correspondence received during holidays or Sundays will generally be answered the next business day. However, if the Client is truly needing guidance, the Client should first use their own best judgement and second text ESDLLC so that they may be assisted as promptly as possible (with the understanding that text messages between 9am and 9pm will be answered within 2 hours when possible). The Client understands they should use their best judgment while waiting for a response from ESDLLC, and should use their best judgment at all times during the sleep training process.

8. Signature. Both the Client and ESDLLC agree to the above agreement.

## **Client:**

Name

I, the undersigned client, hereby warrant that I am competent to contract in my own name. I confirm that I have read the herein agreement prior to its execution and I am fully familiar with the contents thereof. This agreement shall be binding upon me and my legal representatives and assigns. I agree to the terms and conditions of this contract.

Date:

Sleep Consultant:			
I agree to the terms and conditions of this contract.			
Name	Date:		