

Disclaimer and Limits of Liability

The Consultants provide guidance, training, advocacy, records analysis, and recommendations based on their experience and knowledge background. The Consultants will make every effort to support Clients in obtaining appropriate educational services for their child, but cannot guarantee any particular outcome. The Consultants, SMART IDEA GROUP, Inc., shall not be held liable to the Client for any acts or omissions in the performance of services, except when such acts or omissions are due to willful misconduct or gross negligence. The Client shall hold the Consultants, SMART IDEA GROUP, Inc., harmless from any loss, claims, damages, judgments, attorney's fees, costs, and/or obligations arising from services provided by the Consultants unless such loss resulted from the Consultants' willful misconduct or gross negligence and they are found guilty of willful misconduct or due negligence in a court of law.

Communication: The Consultants agree to return phone calls and emails in a timely manner, but cannot make any promises that it will be done within the same day. They will make every effort to return phone calls and emails within 72 hours.

Confidentiality: The Consultants agree to keep all Client and student information confidential, except in those circumstances where they are required by Law, Regulation or Statute to report the occurrence or likely occurrence of homicide, suicide, physical assault, sexual assault, or child abuse, or otherwise by order of a Court of competent jurisdiction.

As an interdisciplinary group, the Consultants may sometimes consult with other professionals about your case. This other person may or may not be required by professional ethics to keep your information private.

Termination: Both the Consultants and the Client may terminate this consultation agreement at any time and for any reason. The respective duties and obligations of the contracting parties may be terminated by either party giving 48 hour written notice to the other party at the address or email address on file.

Client Account Statements: The Consultants will mail the Client an itemized statement on or about the 15th of each month to the address listed. The Consultants will not provide any further services until a Client's past due amount has been paid unless a prior agreement has been arranged. The Client is responsible for paying their statement regardless of the outcome of the situation, including all services provided prior to

receiving a written notice terminating the relationship. All fees for services provided are non-refundable.

My signature below indicates my consent to the terms of this consultation agreement. I understand that my consent automatically expires once the consultation agreement has been terminated or once the services in the Advocacy Action Plan have been provided. I do, however, have the right to withdraw this consent at any time by providing written notice to the Consultants. My rights have been reviewed with me, and a copy of this agreement has been provided to me.

Parent/Guardian Signature _____ Date _____

Print Name _____

Parent/Guardian Signature _____ Date _____

Print Name _____

Student Signature _____ Date _____

(If 14 years old or older.)

Print Name _____

In the event that either party decides to terminate the relationship, this notice will be sent and can be received:

By Email. Email Address: _____

By Mail. Mailing Address: _____