

www.katherinemetz.com agreements

I welcome you to the *Art of Placement* web site, www.katherinemetz.com. Because we are entering into an important agreement, I think it wise to state our understandings in writing, so that it's clear that when you make payment, you are accepting the terms that follow, and that both of us are entering into a binding, enforceable contract.

Payment and Access

1. The fees for making sections of the web site, and updates to sections, available to you are according to the library of sections and fee schedule on the web site, which is incorporated into this agreement by this reference. I may add or delete or modify sections of the web site from time to time, and changes in content and fees will appear on the web site, and shall become a part of this agreement, and shall determine both access and cost under this agreement for any section for which you have not yet paid.
2. Fees are payable by check, made out to Katherine Metz, and to be sent to *The Art of Placement* with the required amount of red envelopes, in accordance with the tradition of this practice described on the web site. (By prior arrangement with me, I may accept payment by credit card.) Because a summary of the content of the web site and the materials you will find there are available for your review, all fees are non-cancelable and non-refundable.
3. After I receive payment for the section or sections to which you wish access, and the required number of red envelopes, and this agreement signed by you, I shall provide you a password that will allow you access to the sections of the web site, and the materials posted there, for which you have paid. Under no circumstances are you to disclose the password to anyone else. Disclosure is a breach of this agreement, shall result in immediate termination of your right to access to the web site, and shall entitle me to the remedies described in this agreement. As you wish to add access to other sections, the same terms and conditions as in this agreement shall apply.
4. The terms of this agreement shall apply to all materials and access I provide you through the web site, now or in the future, except for classes at which you are physically present, the Mentoring Program, and public mentoring time, which shall be subject to separate agreements and separate payments.

Copyright

5. All the materials you receive from *The Art of Placement* online, or in any other manner, are subject to my copyright unless otherwise noted. My copyright means that you may use the materials only as we agree, and not otherwise. If

you do use them without my authorization, you have infringed my copyright, and a variety of legal remedies are available to me.

6. The materials are for your personal use only, and you may not change, make copies of, or distribute the materials for any purpose.

Breach and Remedies

7. Because it is difficult to determine the damage to me if you breach or exceed this agreement, we agree that my damages for each breach or excess shall be liquidated damages in the amount of \$2500, in addition to any other non-monetary remedies I may have. Each copy, display, or distribution of each page of materials shall be considered a separate and distinct infringing use.

Disputes

8. The laws of the State of California having to do with contracts made and to be performed in that state shall apply to this agreement. All disputes under this agreement shall be resolved in the courts of the State of California or the United States sitting in, and you agree that those courts shall have personal jurisdiction over you and those matters. The prevailing party shall be entitled to costs of litigation, including reasonable attorneys' fees.

Amendments

9. Amendments to this agreement must be in writing, signed by both of us, before they become effective.

Dated: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Daytime Telephone: _____

E-mail: _____

Katherine Metz, *The Art of Placement*