



## **SLEEP CONSULTING AGREEMENT**

This agreement made and entered into effective \_\_\_\_\_ (date), is by and between \_\_\_\_\_ ("Client") and clayton babies ("Consultant").

1. Consultation Services. The client hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement. The Consultant will consult with the Client concerning matters relating to the management and organization of implementing the sleep plan agreed upon with the client. Details as set out in section 2.
2. Terms of Agreement. This agreement comes into effect on \_\_\_\_\_. The Consultant will provide a 1 hr consultation to the Client regarding the implementation of healthy sleep habits for the Client's child. Following the consultation, the Client will receive the sleep plan by email within 24 hrs of the consultation. The Client will have 24 hrs to review the sleep plan, and will have the opportunity to ask questions and clarify any concerns with the Consultant by email. The Client agrees to follow the plan as it is written. Following written notification (email) from the Client as to when the sleep plan will be implemented (must be within 1 week of consult), the Consultant will provide follow up support by text/email and/or phone that will end:
  - Two weeks (14 days) after the sleep plan has been implemented. This support package includes daily text/email follow up during the first week, text/email follow up every 2-3 days during the second week, and three 15 min follow up phone calls that expire at the end of the 14 days.All phone calls will be scheduled in advance. The agreement will terminate as outlined above. The Consultant reserves the right to terminate the agreement if the Client breaches any of the terms of this agreement.
3. The Client will have to option to seek additional support from the Consultant if required at a rate of \$35 for one day of email support (up to 4 email exchanges) or two 15 min calls that will expire within one week of purchase.
4. Consulting with the Client's Health Care Practitioner. The Client agrees to consult with the Client's pediatrician or family doctor ("health care practitioner"), about the Client's intention to sleep train

*shhh... babies sleeping*

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and implement the sleep plan with the Client's child prior to sleep plan implementation. It is the Client's responsibility to rule out any underlying medical conditions with the Client's health care practitioner that may be causing sleep problems (i.e. sleep apnea, ear infection, allergies, asthma, etc.), as well as ensure that the health care practitioner has advised the Client's child is gaining weight appropriately, is thriving, and that it is appropriate to implement the sleep plan and/or cease night feedings. The Client agrees to notify the Consultant of any medical changes during the sleep training process (i.e. illness, ear infection, etc.) as sleep training should not be implemented unless the child has a "healthy" diagnosis from a health care practitioner.

5. **Liability and Disclaimer.** The information provided by the Consultant is not intended, nor is implied to be a substitute for professional medical advice. The Client is advised to always seek the advice of the Client's health care practitioner or other qualified health care provider with questions regarding medical conditions, or the health and welfare of the Client's baby, toddler or child. The Consultant will use reasonable efforts to include up-to-date and accurate information in this consult, but makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided. The Consultant 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 the Consultant. The consultation may provide references to other materials and resources, but the Consultant 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 the Consultant are provided merely as a convenience to the Client.
6. **Time Devoted by Consultant.** It is anticipated that the Consultant will spend approximately 6 hrs of time preparing and consulting with the Client in fulfilling the Consultant's obligations under this contract in the first week (including initial consultation and first week of support). The particular amount of time may vary from day to day at the Consultant's discretion, however the Consultant shall devote a minimum of 20 min per day to the Client during the first 7 days of the implementation of the sleep plan.
7. **Place Where Services Shall be Rendered.** The Consultant will provide the initial consultation by:
  - Meeting with the Client in person in their home or other agreed upon location or
  - Meeting Online by Skype™ or FaceTime
  - Discussion via email or
  - Discussion the PhoneIn addition the Consultant will provide ongoing support to the client in accordance to the support package that the Client has chosen either by email, phone or text messaging, as outlined in section 2.
8. **Payment to the Consultant.** The Consultant will be paid the rate of \$\_\_\_\_\_ for the work that will be performed in accordance with this agreement. The Consultant will provide an invoice outlining all the services to be rendered and collect payment in full before the initial consultation meeting with the Client. All sales are final.

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9. Confidential Information. The Consultant agrees that any information received by the Consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial, or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, or organizations, without written consent from the Client. The Client agrees to keep this sleep plan for the Client's personal use and shall not share the content of the sleep plan with outside parties without written consent, with exception of the Client's health care practitioner.
10. Signature. Both the Client and the Consultant agree to the above contract.

Witnessed by:  
CLIENT

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Name (Printed)	Signature	Date
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2/12/2015

**X** Kelly Weygandt

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Kelly Weygandt  
Consultant/Owner  
Signed by: Kelly

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