**RESOURCE REFERRALS CLIENT AGREEMENT**

Please read the following terms and policies carefully regarding Golden Beacon USA’s Resource Referrals Service. Sign your name and date at the end to signify your agreement to these terms.

This agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as ‘Client’) and **Golden Beacon USA LLC** (herein referred to as ‘Company’) and **Laura Marenco** (herein referred to as ‘Assistant’) entered into on \_\_\_\_\_\_\_ (date). Golden Beacon USA LLC and Assistant agree to provide the Resource Referrals Service described below to Client. Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of his or her participation in the Resource Referrals Service. Company and Assistant reserve the right to modify terms of this agreement at any time. All clients will be notified of any modifications.

**INTRODUCTION**

Golden Beacon USA LLC provides acculturation services to immigrants and refugees to the United States. Among the services offered are Resource Referrals, wherein the Assistant links client(s) to the resource(s) they need in their new community. Resource Referrals encompass the total needs of the client, i.e. referrals are not restricted to one area such as health. ‘Resources’ refers to services as well. All Resource Referral meetings are one-on-one between the Client and the Assistant and Client’s information is kept private.

Some examples of Resource Referrals:

* Childcare options
* Immigration lawyers
* Realtors
* Setting up a bank account
* Assessing the best family-friendly neighborhoods to live in
* Obtaining a driver’s license
* Enrolling in school/finding the best schools for your children’s needs
* Securing furniture or other household needs

The Resource Referrals Service contains the following 4 steps:

* **Assess**

In your first meeting, you will describe your situation to the Assistant, any obstacles you face in obtaining the resources you need, and any resources you have used thus far and their results.

*(continued on next page)*

* **Research**

Armed with this information, the Assistant focuses on the Client’s specific community and neighboring communities to research resources that fit the needs of the Client. Research includes phone calls, e-mails, or visits to the provider as necessary.

Assistant compiles a document summarizing what she has found and her recommendations on which resources to pursue. Assistant sends this to the Client and sets up the second meeting.

* **Coordinate**

During your second meeting, Client and Assistant discuss Assistant’s findings and recommendations. Together, they decide which resource best serves the Client’s main issue and needs. Assistant then completes an Individual Resource Plan (IRP) on how the Client will move forward once the resource is chosen and approved.

Assistant coordinates Client’s access to the resource. This can include setting up an appointment with the resource provider, providing the resource with Client’s contact information (which the Client will have to authorize) for follow-up, or providing the Client with the relevant information to access the provider on their own.

Assistant is also available to accompany Client on appointments with the resource provider, upon request from Client.

* **Follow-up**

Assistant checks in periodically with Client to assess his or her satisfaction with the resource and the progress he or she has made. If Client is not satisfied with the chosen resource, he or she should notify the Assistant. If the situation calls for it, Assistant will act as an advocate on behalf of the Client to clear up any problems that hinder the working relationship between Client and the resource provider.

If Client wishes to find a different resource, Assistant will meet with Client to review their IRP and decide on another resource at no additional charge. Assistant will coordinate the meeting between Client and the new resource provider and conduct the follow-up as usual. If Client is unhappy with all of the other options on their IRP or the other options are not available to Client, then Client is required to purchase a new Resource Referrals package in order to start over with finding resource providers.

**DISCLAIMER**

Assistant is not a lawyer, other legal professional, social worker, doctor, therapist, counselor, psychiatrist, or medical or other healthcare professional. Assistant does **not** provide medical, social, or legal services, but can direct Client to resources who can. Client understands that Assistant will not and shall not be obligated to act as a social worker, lawyer, or a doctor and does not represent Clients or diagnose or treat illnesses. If Client is experiencing an emotional or mental health issue, Client should contact a licensed therapist, counselor or doctor.

**SERVICE DISCLAIMER**

Every effort has been made to accurately represent the Resource Referrals Service and its potential. The responsibility of the Assistant is to adequately assess Client’s needs and connect Client with quality resources in their community who can help them achieve their goals.

However, for the Client—Assistant relationship to work, Client must fully participate in the Service. The desired outcomes from the Resource Referral Service, including solutions to personal problems and thriving in a new community and country, are entirely dependent on the Client’s participation and efforts. Efforts include, but are not limited to, showing up on time for meetings (whether in-person, virtual, or via phone), completing tasks as assigned (if applicable), engaging during meetings, maintaining regular communication, being open to the Assistant’s recommendations, and engaging with the chosen resource provider, unless Client requests a different resource provider.

Due to the various reasons individuals pursue the Resource Referrals process, Client understands that use of the Resource Referrals Service does not and will not promise or guarantee: (1) resolution of the problem; (2) resolution of the problem in a manner that Client prefers, including amount of time a resolution takes; (3) satisfaction with the resource or resource provider chosen or recommended by the Assistant; (4) that the resource or resource provider is available to take new clients; (5) the quality or status of the resource or resource provider; or (6) that no effort is required of Client.

**PAYMENT AND FEES**

A Resource Referrals package costs a one-time fee of $50. This includes the 2 meetings with Assistant and the assessment, research, coordination, and follow-up regarding resources found for Client. If Client finds that he or she is unhappy with the resource provider chosen, Assistant will meet with Client to review their IRP and decide on another resource at no additional charge. If Client is unhappy with all of the other options on their IRP, then Client will need to purchase a new Resource Referrals package in order to start over with finding resource providers.

Client understands that payment in full to the Assistant for any services rendered and in progress until termination of the contract is **NOT** dependent on Client’s outcome from using the Resources Referral Service, such as those detailed in the ‘Service Disclaimer’ above. Please check the ‘Refund Policy’ below for more information.

Client must purchase at least one Resource Referrals Package via Golden Beacon USA’s website before any meetings or work can begin. Once Client has purchased the package, Assistant will send a scheduler to Client to set up the first meeting.

**METHODS OF PAYMENT**

Golden Beacon USA takes credit cards or PayPal through its website.

**REFUND POLICY**

Golden Beacon USA wants its Clients to be satisfied with the services they receive. In the event that Client decides that his or her purchase was not the right decision, Company’s refund policy pertaining to the Resource Referrals Service is as follows:

If Client has not yet met (in-person, virtually, or via phone call) with the Assistant for the first meeting and he or she does not want to participate in the Service, Client has 48 hours from time of purchase to request a full refund (48 hours do not include weekends and federal holidays).

If Client has met (in-person, virtually, or via phone call) with the Assistant for the first meeting but decides not to continue with the Service, Client will receive a 50% refund. Client has 14 working business days from date of package purchase to request said refund (14 working business days do not include weekends and federal holidays).

If Client decides after 14 working business days from date of purchase to not participate in the Service, the $50 package fee is forfeited and no refund will be issued to Client.

To request a refund, Client should contact the Assistant at laura@goldenbeaconusa.com or via phone at (866) 403-7173.

**TERMINATION**

Company (including for the purposes of this section, the Assistant) is committed to providing all clients with a positive experience. By purchasing this Service, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client’s participation in the service at any time without providing store credit or forgiveness of due payments if Client becomes disruptive to Company or Assistant, Client fails to participate in the Service, is difficult to work with, or upon violation of the terms as described in this agreement. Client understands that he or she can terminate this agreement at any time.

**CANCELLATION AND RESCHEDULING POLICY**

If Client needs to cancel or reschedule an in-person, virtual, or phone meeting for any reason, Client is required to provide Assistant with 24 hours of notice by call or text at (866)403-7173 or e-mail at laura@goldenbeaconusa.com and reschedule the session.

**INDEMNIFICATION**

Client agrees to defend, indemnify, and hold Company (including for the purposes of this section, its affiliates, subsidiaries, parents, successors and assigns, and each of its respective officers, employees, agents, owners, or the Assistant) harmless from any claims, actions, suits, losses, costs, liabilities and expenses, including reasonable attorneys’ fees, relating to, or arising out of, or in any way connected to, the Resource Referrals Service. Notwithstanding Client’s obligation to indemnify Company and/or Assistant, Company will have sole control of the defense to any claim brought against it, in which case Client agrees to assist Company and cooperate in the defense to the claim.

**DISPUTES RESOLUTION**

Client agrees to attempt to resolve any dispute, claim, or controversy arising out of, or relating to these Terms, including its breach, interpretation, or validity, or use of the Resource Referrals Service (each, a “Dispute”) by informal resolution. Client may contact Assistant at laura@goldenbeaconusa.com or via (866) 403-7173 to notify Company and Assistant about any Dispute.

**LIMITED LIABILITY**

IN NO EVENT WILL ASSISTANT OR COMPANY (INCLUDING, FOR THE PURPOSES OF THIS SECTION, ITS AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF COMPANY’S AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND OWNERS) BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES, LOST PROFITS, OR LOSS OF EMPLOYMENT HOWEVER ARISING, AND WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISE OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

ASSISTANT OR COMPANY’S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THESE TERMS SHALL NOT EXCEED (A) ANY UNDISPUTED AMOUNTS PAID TO COMPANY FOR WHICH A CLAIM ARISES; OR (B) ONE HUNDRED DOLLARS, WHICHEVER IS GREATEST.

ASSISTANT AND/OR COMPANY WILL NOT BE LIABLE TO CLIENT FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH THE SERVICE OR FOR FAILURE OF THE ASSISTANT TO ATTEND A SCHEDULED RESOURCES REFERRAL SESSION DUE TO UNANTICIPATED CIRCUMSTANCES OR UNAVAILABILITY FROM ANY CAUSE BEYOND COMPANY AND ASSISTANT’S REASONABLE CONTROL.

LIMITATIONS OF LIABILITY OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY BY LAW WHERE CLIENT RESIDES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CLIENT. IN SUCH CASES, COMPANY’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**By signing my name below, I acknowledge that I have read and agree to the terms set forth in this agreement.**

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**Client’s Name (Please Print)** **Client’s Signature** **Date**

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**Assistant’s Name (Please Print)** **Assistant’s Signature** **Date**