



Client Agreement & Disclaimer

This Client Agreement ("Agreement") is entered into between **Alatium Sports Branding Agency, LLC** ("Alatium," "we," "our," or "us") and the undersigned client ("Client," "you," or "your") as of the date of signature below. This Agreement outlines the scope of services, payment terms, communication protocols, rights, obligations, and disclaimers governing our professional relationship. By signing this Agreement (including by electronic means), you acknowledge that you have read, understood, and agreed to the terms herein, and that this document constitutes a legally binding contract.

1. Scope of Services

Branding Services

- Custom-designed athlete website including academic, athletic, and personal content.
- Digital flier with core athlete information, updated annually.
- QR Code linked directly to the athlete's website.
- Three (3) custom social media graphics per year, sized for the platform(s) of Client's choice.
- Training for the Client/Athlete to maintain and update branding materials independently.

Guidance Services

- One-on-one mentorship sessions focusing on self-awareness, recruitment strategy, and goal-setting.
- Assistance with college identification, targeting, and selection.
- Resume and personal statement coaching.
- Education on the recruiting process, coach communication, and event preparation.

A more detailed breakdown of deliverables will be included in the onboarding documentation.

2. Payment Terms (Please check the box of your payment plan)

- ☐ YEAR BY YEAR
 - Year 1: \$2,700 (includes branding + guidance hours as specified in onboarding materials).
 - Year 2: \$540 (optional re-enrollment, not automatic).
 - Year 3: \$540 (optional re-enrollment, not automatic).
- Multi-year discounts apply when paid in advance:
 - ☐ Two-Year Package \$3,050
 - ☐ Three-Year Package \$3,500.



- ☐ 6-Month Installment Plan (eligible packages only): **Automatic** Payments divided into 6 equal installments, with a \$25 handling fee added to each monthly payment.

Additional Terms:

- Full payment or first installment is due prior to commencement of services.
- Installment plans are billed automatically each month until complete. Client authorizes Alatium and its payment processor to securely store payment details for this purpose.
- Payments made by credit card will include a 2% processing fee in compliance with Colorado law. This fee does not apply to ACH/bank transfer payments.
- Client locks in current rates at time of enrollment for the full duration of the chosen service term.

2A. Missed Payments & Chargebacks

If a scheduled installment fails, Alatium may retry payment. If payments remain unsuccessful, services may be suspended or canceled. Chargebacks or disputes resolved in Alatium's favor will be billed back to Client, including processor dispute fees.

2B. Sales Tax

Services provided under this Agreement constitute professional services delivered electronically and are not subject to Colorado sales tax under current law. If taxable goods (e.g., printed materials) are requested, applicable taxes will be itemized separately.

3. Communication & Client Obligations

- Client agrees to respond to communications from Alatium within a reasonable timeframe (generally 5 business days).
- Client must provide all required materials — including transcripts, photographs, videos, and biographical details — within the timelines provided to ensure timely completion of deliverables.
- After initial delivery, it is the Client's responsibility to maintain updated content unless otherwise contracted.
- Athlete participation is essential to the success of services; lack of engagement may affect outcomes.
- Client is responsible for maintaining an active, valid payment method throughout the duration of any installment plan.



4. Timeline & Deliverables

- Estimated timelines for deliverables will be provided upon onboarding. Delays caused by the Client's inaction or late delivery of required materials may result in rescheduling or modification of deadlines.

5. Cancellation & Refund Policy

- Services are non-refundable once initiated or delivered.
- In cases where work has not yet substantially begun, partial refunds may be considered at Alatium's sole discretion.
- Multi-year prepaid packages are non-transferable and non-refundable once work begins. Installment plan payments already made are non-refundable once related work has begun, regardless of whether the Client elects to discontinue services..

6. Performance Disclaimer

- Alatium makes no guarantee of admission to any specific college, program, or team. Athletic and academic placements depend on multiple factors beyond our control, including performance, eligibility, and external selection processes.

7. Parental Conduct

- Parents/guardians are expected to support the athlete's independence throughout the process. Excessive interference that disrupts communication or undermines athlete autonomy may result in defined communication boundaries.
- Alatium reserves the right to adjust communication protocols or limit direct parent involvement if it interferes with athlete progress.

8. Athlete Responsibility

- Athletes must actively participate, maintain communication with coaches, and follow through on agreed action plans. This includes updating their online profiles, attending scheduled sessions, and implementing recruitment strategies.

9. Media Release

- Unless opted out in writing, Client grants Alatium permission to use non-sensitive athlete images, videos, and relevant materials for promotional purposes.



10. Confidentiality

- All personal, academic, and performance-related data will be kept confidential and used solely for service delivery, unless prior consent is given by the Client.

11. Non-Transferability

- All services purchased under this Agreement are specific to the enrolled athlete and may not be transferred to other individuals.

12. Service Expiration

- Multi-year packages cover multiple 12-month periods as specified. Services for each year must be used within the designated 12-month period.

13. Technology & Access

- Client is responsible for providing necessary digital assets and ensuring timely access to required online platforms for the completion of services.

14. Dispute Resolution

- In the event of a dispute, the parties agree to attempt informal resolution in good faith. If unsuccessful, the dispute shall be resolved through mediation prior to pursuing legal remedies. This Agreement is governed by the laws of the State of Colorado, and any legal action shall be brought in Boulder County, Colorado.

15. Electronic Signature & Binding Effect

- By signing this Agreement electronically, you consent to the use of electronic records and signatures and agree that your electronic signature has the same legal force and effect as a handwritten signature.
- Client agrees that typed, drawn, or click-to-sign signatures provided via a recognized electronic signature platform are valid and enforceable.

Client Name: _____

Alatium Representative: _____

Athlete Name: _____

Signature: _____

Signature: _____

Date: _____

After filling this form, please head over to alatiumsports.com/packages to complete payment.