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PRACTICE COACH COMPONENT SUBSCRIBER AGREEMENT

Practice Coach, LLC (“PCL”) is a limited liability company with its principal place of business at 5 Corporate Park, Suite 280, Irvine, California 92606. PCL operates the AIA Trust Practice Coach (“Practice Coach”) under contract with the AIA Trust. This Component Subscriber Agreement (“Agreement”) is made by and between PCL and

 (“Subscriber”) as follows:

1. PCL will make qualified member(s) of its staff reasonably available for consultation over the telephone during the hours between 8:30 A.M. and 5:30 P.M. PST (“Practice Coach Component Services”). For the purposes of this Agreement, “reasonably available” means that calls will be returned no later than the next business day if Subscriber leaves a message at a time when a staff member is not immediately available for consultation.

2. Practice Coach Component Services are limited to thirty (30) calls for consultation over the telephone, as further addressed below in Paragraph 4, during the subscription period.

3. Subscriber agrees to pay a fee of Seven Hundred Fifty Dollars (\$750.00) for a subscription period of one (1) year of Practice Coach Component Services. This one (1) year subscription will be automatically renewed and invoiced on the anniversary date of the initial Agreement, unless Subscriber cancels ten (10) days before the end of the initial subscription period or PCL declines to renew.

4. Subscriber understands and acknowledges that Practice Coach Component Services are offered as an information resource on practice-related legal and professional topics. PCL is not offering legal, architectural, accounting, or other professional services or advice, and **no attorney-client relationship is established by entering into this Agreement or otherwise as the result of any Practice Coach Component Services provided during the term of this Agreement.** Practice Coach Component Services, by their nature, are not supported by independent research by PCL into facts and circumstances underlying Subscriber's needs for, or uses of, the information supplied by PCL. They are intended to help Subscribers manage their time and business and to identify potential problems and solutions, some of which may require professional assistance from others. Determinations concerning particular legal matters or the application of the law to particular factual situations should not be made based solely upon information obtained from PCL. **PCL does not make any warranties, express or implied, relative to Practice Coach Component Services.**

5. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the principles of conflicts of law. PCL and Subscriber agree that all disputes between them arising out of or relating to this Agreement or the Practice Coach Component Services shall be submitted to nonbinding mediation as a prerequisite to any form of litigation, unless the parties mutually agree otherwise. It is further agreed that any legal action between PCL and the Subscriber arising out of this Agreement or the performance of the Practice Coach Component Services shall be brought in a court of competent jurisdiction in the County of Orange, State of California.

6. Neither this Agreement nor any rights under it may be assigned, sublicensed, or otherwise

transferred, wholly or partially, by Subscriber without PCL's written consent.

7. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for any reason, the validity and enforceability of all the remaining provisions shall not be affected by such determination.

8. This Agreement constitutes the entire understanding between PCL and Subscriber with respect to its subject matter and supersedes any and all prior understandings and agreements, written or oral, relating to such subject matter. To be effective, amendments to this Agreement must be written and signed by both PCL and the Subscriber.

9. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute the Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein.

In witness of the foregoing, the parties have made this Agreement as of the _____ day of _____, 20__.

SUBSCRIBER

PRACTICE COACH, LLC

Signature

Signature

Title

Title