



Find Love Safely Supported Matchmaking Services Agreement

Note: In this agreement, the term “**Client**” refers to an appointed agent, supportive decision-maker, or parent of the adult with intellectual and/or developmental disabilities. Member (“**Member**”) is the adult with intellectual and/or developmental disabilities who wishes to receive the services of Service Provider. Client serves as the contractual representative of Member.

WHEREAS, Client desires to engage the services of Service Provider only for the purpose of matching Member with potential romantic partners or friends. Service Provider agrees to provide such matchmaking services under the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. Services Provided

Service Provider agrees to provide only the following matchmaking services to Client and Member (“**Services**”):

- a. Initial consultation and assessment of Member preferences, values, and relationship goals ("Member Criteria").
- b. Profile creation and marketing to compatible matches based on Member Criteria.
- c. Personalized matchmaking based on Member Criteria and Service Provider's database of potential matches.

- d. Introduction to potential matches through private and secure means (e.g., emails, phone calls, in-person meetings), communicated to Client only.

2. Client's Responsibilities, Representations and Warranties

- a. Client represents that Member has an intellectual and/or developmental disability that limits Member's ability to evaluate and engage in relationships with third parties.
- b. Client agrees to provide accurate and complete information during the intake process, including Member Criteria, relationship goals, relevant relationship history, and personal details required for matchmaking purposes.
- c. Client agrees to be respectful, open, and communicative with potential matches introduced by Service Provider.
- d. Client acknowledges that they are solely responsible for deciding whether to engage in any further relationship with a match introduced by Service Provider.
- e. Client agrees to notify Service Provider if any personal information changes during the term of this Agreement that may affect matchmaking criteria, including, but not limited to, any concerns or allegations of physical or mental abuse or violent behavior alleged against Member.
- f. Client represents and warrants that Client is an appointed agent or parent of Member and agrees to provide proof of such position to Service Provider upon request.
- g. Client represents that they understand that they have the obligation to review the Services with the Member.
- h. Client represents that they are fulfilling and will fulfill all of their obligations as the contractual representative of Member.

3. Fees and Payment

- a. Client agrees to pay Service Provider a non-refundable fee for the matchmaking services rendered, which shall be as follows:

- a. **Annual Membership:** Fee: Varies by location
- b. **Payment Terms:** Full payment due up front; membership fee includes 365 days of membership; membership renews automatically on the date of enrollment; payment via credit/debit card, PayPal, or Venmo (email katherine@findlovesafely.com to request a PayPal or Venmo link)
- b. Service Provider reserves the right to amend or modify fees with prior written notice to Client.

4. Term of Agreement

This Agreement shall begin on the Effective Date and shall continue for a period of one year unless terminated earlier as provided herein.

5. Confidentiality

- a. Service Provider agrees to keep all information provided by Client and Member confidential, including personal details, preferences, and any private conversations with potential matches.
- b. Client agrees to keep all information about the matches, including but not limited to personal data, photographs, and details about dates or relationships, confidential and not to disclose such information without the consent of the other party. Client also agrees to keep Service Provider's processes and documentation confidential.

6. Image Release

Client, on behalf of themselves and Member, grants Service Provider permission to use photographs and/or digital images of Client and Member taken at Find Love Safely events ("**Images**") for use in Service Provider's marketing or sales materials ("**Marketing Materials**"). The Marketing Materials may include printed or electronic publication, websites or other electronic communication. Client grants a non-exclusive permanent license to Service Provider to use the Images without compensation pursuant to the terms and conditions of this agreement. All negatives, prints, and digital reproductions will be

owned by Service Provider. Service Provider will not use images submitted as part of the intake process without separate, express permission from Client and/or Member.

7. No Guarantee of Success

Client acknowledges that Service Provider does not guarantee any specific outcome, such as a successful match or romantic relationship, and that success in matchmaking is based on mutual compatibility, personal efforts, and circumstances beyond the control of Service Provider.

8. Termination

Either Party may terminate this Agreement at any time by providing written notice to the other Party. In the event of termination:

- a. Client forfeits any unused portion of prepaid fees.
- b. Service Provider reserves the right to terminate the Agreement if Client or Member violates any of the terms outlined herein, including, but not limited to, providing false information, engaging in inappropriate behavior, or violating confidentiality.

9. Limitation of Liability

To the extent permitted by applicable laws, Service Provider shall not be liable for any damages, losses, or claims arising from Client's and Member's participation in the matchmaking process or from relationships with individuals introduced by Service Provider, including, but not limited to, emotional distress, sexual assault, financial loss, or physical injury. Notwithstanding the foregoing, Service Provider will conduct a search of Client on the national sex offender registry (<https://www.nsopw.gov/>) at or around the Effective Date and on each anniversary of the Effective Date. If Service Provider terminates this Agreement based on the results of this search, the annual fee paid by Client or Member will be refunded less any additional service fees incurred by Service Provider. Client agrees that the information they have provided may be used for a background check. Client agrees to provide necessary information if a background check is requested.

Service Provider strongly encourages Client to run a background check on members and/or parents/appointed agents of individuals with whom Member has been matched. Client acknowledges that Service Provider is an introduction service and does not require or restrict matches based on the information it supplies and is not responsible for other parties requiring or limiting activity based on Service Provider's service.

10. Indemnification

The Client agrees to indemnify, defend, and hold Service Provider, its directors, employees, agents, representatives, and affiliates harmless from any claims, actions, or damages arising out of or related to the Client's or Member's use of the matchmaking services or interactions with individuals introduced by Service Provider. Client further indemnifies and holds Service Provider harmless based on Client's use of the service provided by the Service Provider.

11. Dispute Resolution

Any dispute arising from or related to this Agreement shall be resolved through arbitration in the jurisdiction of Dakota County, State of Minnesota.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law principles.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, understandings, or agreements. Any amendments or modifications must be in writing and signed by both Parties.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Member Consent

I authorize Client to enter into this Agreement on my behalf as my appointed agent or parent. I understand that the purpose of this Agreement is for Service Provider to find and communicate matches that will be brought to me by Client. To the extent permitted by applicable law, I authorize Client to enter into this Agreement with Service Provider. I understand that Client will make certain representations about me and my activity, and I agree to be truthful when discussing such representations with Client.