



## Intellectual Disabilities Matchmaking Services Agreement

This **Intellectual Disabilities Matchmaking Services Agreement** ("Agreement") is made and entered into on [DATE] ("**Effective Date**") by and between:

**Client:** [Client Name], [Client Address], [Client Email Address], [Client Phone Number] ("**Client**")

AND

Find Love Safely, LLC, [Find Love Safely Address], [Find Love Safely Phone Number], katherine@findlovesafely.com ("**Service Provider**")

Collectively referred to as the "**Parties.**"

Note: In this agreement, the term "**Client**" refers to the legal guardian of the adult with intellectual disabilities. Member ("**Member**") is the adult with intellectual disabilities who wishes to become a member of Service Provider. Client serves as legal representation of Member.

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**WHEREAS**, the Client desires to engage the services of the Service Provider for the purpose of matching the Member with potential dating partners or friends, and the Service Provider agrees to provide such matchmaking services under the terms and conditions outlined below;

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

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### 1. Services Provided

The Service Provider agrees to provide the following matchmaking services to the Client ("**Services**"):

- a. Initial consultation and assessment of Member preferences, values, and relationship goals.
- b. Profile creation and marketing to compatible matches based on Member criteria.
- c. Personalized matchmaking based on Member preferences and the 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.

## **2. Client's Responsibilities, Representations and Warranties**

- a. The Client agrees to provide accurate and complete information during the intake process, including Member preferences, relationship goals, and personal details required for matchmaking purposes.
- b. The Client agrees to be respectful, open, and communicative with potential matches introduced by the Service Provider.
- c. The Client acknowledges that they are solely responsible for deciding whether to engage in any further relationship with a match introduced by the Service Provider.
- d. The Client agrees to notify the Service Provider if any personal information changes during the term of this Agreement that may affect matchmaking criteria.
- e. Client represents and warrants that Client is the legal guardian of the Member and agrees to provide proof of such position to Service Provider upon request.
- f. Client represents that they understand that they have the obligation to and will review the Services with the Member.
- g. Client represents that they are fulfilling and will fulfill all of their obligations as legal guardian for the Member.

## **3. Fees and Payment**

- a. The Client agrees to pay the Service Provider a non-refundable fee for the matchmaking services rendered, which shall be as follows:
  - i. **Annual Membership:** Fee: \$199/year
  - ii. **Payment Terms:** Full payment due up front; membership fee includes 365 days of membership; payment via credit card, Venmo, or ACH
- b. The Service Provider reserves the right to amend or modify fees with prior written notice to the 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. The Service Provider agrees to keep all information provided by the Client and Member confidential, including personal details, preferences, and any private conversations with potential matches.
- b. The 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 the Member, grants Service Provider permission to use photographs and/or digital images of Client and Member ("**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.

### **7. No Guarantee of Success**

The Client acknowledges that the 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 the 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. The Client forfeits any unused portion of prepaid fees.
- b. The Service Provider reserves the right to terminate the Agreement if the 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. Service Provider may unilaterally terminate this Agreement based on the background check identified in Section 9 without liability to the Client or Member.

### **9. Limitation of Liability**

To the extent permitted by applicable laws, the Service Provider shall not be liable for any damages, losses, or claims arising from the Client's and Member's participation in the matchmaking process or from relationships with individuals introduced by the 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 necessary provide information if a background check is requested. Service Provider strongly encourages Client to run a background check on guardian(s) 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 the 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 the 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.

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**IN WITNESS WHEREOF**, the Parties have executed this Intellectual Disabilities Matchmaking Services Agreement as of the date written below.

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**Client:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Find Love Safely:**

Name: Katherine Gyolai

Signature: \_\_\_\_\_

Date: \_\_\_\_\_