

The Successful Nurse

Laura Minard — Coaches — *Shelby Lutz*

EST.



2019

NURSE COACH PRECEPTORSHIP AGREEMENT

This Coaching Agreement (this "Agreement") is between The Successful Nurse Coaches INC (the "Coach") and the client whose name appears in the signature line (the "Client"). The Client is referred to as the "Parties", and each a "Party"). This Agreement is Effective as of the date specified in the attached Statement of Work.

The purpose of this Agreement is to set forth the details of the Party's relationship so that each is clear as to respective roles and how communication will take place so that the relationship will be positive, productive, and comfortable.

THEREFORE, the Coach and the Client agree as follows

1. TERMS.

- a. During the terms of this Agreement, the Coach agrees to provide consultations in accordance with the specific services set forth in the Private Coaching Package as outlined in Attachment A.
- b. The services to be provided by the Coach to the Client are coaching as designed jointly with the client. Coaching, which is not advice, therapy or counseling, may address specific personal projects, business, or general conditions in the Client's life, health, or profession.
- c. The client is aware that the Coach does not solve medical issues nor treat disease and is therefore not a replacement for the client's therapist or physician. If Client is presently under any form of psychiatric care or specialized medical supervision, the Client is to inform Coach prior to working together.
- d. Coach and Client agree upon the Package through which consultations, preparation, and follow-up work (if necessary) are conducted. Dates and locations are chosen collaboratively and adhered to upon signing the agreement.
- e. The client acknowledges that due to the nature of group coaching, sessions will not be rescheduled if the client is unable to attend. If the client is unable to attend the weekly session, that session will be forfeited.

2. METHODOLOGY.

Coaches will employ a range of methodologies, including coaching or mentorship. The client agrees to be open-minded and partake in the methods proposed. The client understands that the Coach makes no guarantees as to the outcome of the sessions or package.

3. PAYMENT.

- a. The Client will make payment via invoice.
- b. So that the Client is fully invested in this Package, no refunds will be issued.
- c. Credit Card Authorization (if applicable for the payment plan). Each Party hereto acknowledges that Coach will send an invoice or charge the credit card chosen by the Client on the dates and for the amounts specified in Attachment A. No sessions will be held until payment is made and if payment due is not paid within ten (10) days of the due date, Client forfeits any remaining sessions.
- d. Overdue Payments: We may suspend all performance of Services and withhold delivery of any materials created while rendering Services, without liability, if payments are overdue. If payment has not been made per the Installment Plan or for more than fifteen (15) calendar days after the sent date on the invoice (whichever is applicable), we reserve the right to charge a pro-rated late fee equal to five percent (5%) per month the amount is overdue or the maximum amount allowed under state or federal law if such late fee is deemed to exceed such maximum amount. If an invoice has not been paid for more than thirty (30) calendar days, we reserve the right to terminate all Services immediately as a breach of this Agreement by you per the Termination provisions below, reimburse the overdue payments, late fees, and termination fees, from any Advance Deposit paid, and/or refer any further collection of the outstanding unpaid amount, plus any late fees, and termination fees to an attorney or collections agency. You will be liable for all reasonable attorney fees, court costs, and collection agency fees incurred due to overdue payments.

4. DISCLAIMERS.

- a. By participating in health coaching services, the Client acknowledges that The Successful Nurse Coaches INC is not a medical doctor, psychologist, and/or therapist, and services do not replace the care of other professionals. Coaching is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.
- b. The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement. The Coach may make dietary and/or lifestyle suggestions, but these are wholly the Client's responsibility and choice on whether to implement such changes. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.
- c. The Coach may provide the Client with third-party recommendations for such services as health, physical therapy, lifestyle, or other related services. The client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.
- d. Any testimonials or examples shown through Coach's website, programs, and/or services are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's programs and/or services. The client acknowledges that Coach has not and does not make any representations as to the future result that may be derived as a consequence of the use of Coach's website, programs, products, or services.
- e. I give permission to The Successful Nurse Coaches INC the free use of social media posts that are made by me inside of our private Facebook group for internal training purposes only in which NO names or pictures will appear. Any other use of the footage will require my written permission in advance of any release.

5. CONFIDENTIALITY.

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal, or make use of any information learned by either party during discussions, coaching sessions, or otherwise. The client acknowledges that the Coach may share confidential information or coaching sessions with Coach's contractors or representatives solely for the purpose of fulfilling the obligations of this Agreement. Confidential Information includes, but is not limited to, information disclosed in connection with this

Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the date of purchase shall survive the termination, revocation, or expiration of this Agreement.

6. RECORDING OF CALLS.

The client acknowledges that calls may be recorded for purposes of fulfilling this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS.

In respect of the documents specifically created for the Client as part of this Agreement, the Coach maintains all of the copyright, other intellectual property rights, and any other data or material used or subsisting in the Material whether finished or unfinished. The client receives one license for the personal use of any content provided by the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement. For the purposes of this Clause, "Material" shall mean the materials, in whatever form, used by the Coach to provide the Services and the products, systems, programs or processes, produced by the Coach pursuant to this Agreement.

8. DISCLAIMER OF WARRANTIES.

The Services provided to the Client by the Coach under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied, or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose.

9. INDEMNIFICATION.

Each party shall indemnify, defend, and hold harmless the other, its current and former employees, or agents, from and against any claims, including third party claims, demands, loss, damage, liability, or expense (including attorney's fees) relating to a) the negligence, recklessness, or willful misconduct of the indemnifying party or any party under direction or control of the indemnifying party, b) a material breach of this Agreement by the indemnifying party or c) the damage, loss, or destruction of any property, profit, or revenue (both real or imagined) of the indemnified party, or its clients.

10. NON-DISPARAGEMENT.

The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth hereinbelow. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statements of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Coach or any of its programs, affiliates, subsidiaries, employees, agents or representatives.

11. DISPUTE RESOLUTION.

If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Austin, Texas, or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

12. NON-COMPETE.

While being a client of The Successful Nurse Coaches, Inc. Client agrees to not concurrently offer coaching

programs that are in direct competition with The Successful Nurse Coaches Inc. This service will be described as, "Group Business Coaching or Mentorship for Nurse Coaches".

13. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, regardless of the conflict of laws principles thereof.

14. GOOD FAITH.

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

15. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. No representations, inducements, promises, or agreements which are not embodied herein shall be of any force or effect. This Agreement may not be modified, amended, varied, waived, explained, added to, extended, changed in any way, except by a written instrument executed by a person authorized to execute such an instrument on behalf of both the Client and the Coach.

ATTACHMENT A

Coaching Specifics For The Preceptorship:

- Lifetime Access to The Preceptorship Course
- Access to Preceptorship Private Facebook Group for support
- Free Access to Workshops

Payment Plan Options for The Preceptorship;

OPTION 1) \$999

OPTION 2) Payment Plan: 2 payments of \$600, 30 days apart