

INDIVIDUAL COACHING CONTRACT

This Individual Coaching Agreement (“Agreement”) is entered into as of [DATE] and between [NAME] (“Client”) with its principal place of business at [ADDRESS], and [BUSINESS NAME] with its principal place of business located at [ADDRESS] (“Company”). Client and Company are individually known as “Party” and may collectively be referred to as “Parties.”

WHEREAS, Company offers One-on-One Coaching (“Coaching Services”) provided by Company to the Client;

WHEREAS, the Client seeks One-on-One consultation and coaching by Company;

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

EXPECTATIONS AND RESPONSIBILITIES.

As Coach, the Company’s role is to:

- [DESCRIPTIONS OF SERVICES]

The Client’s role is to:

- [DESCRIPTION OF SERVICES]

COMMUNICATION

Being accessible and attentive to clients is a priority. If Client needs to reach Company between Coaching Sessions, please contact Company at any time via email at [EMAIL]. Company will do its best to respond to Client within twenty-four (24) hours Mondays through Fridays. On weekends and holidays, Company will reply on the next business day.

If Client has to reschedule a session, Client will contact Company as soon as the Client becomes aware of the conflict. Rescheduling can occur if there is more than twenty-four (24) hours of notice to Client. If a session is cancelled within twenty-four (24) hours of the session, Client forfeits that session, and it may not be rescheduled.

SOCIAL MEDIA

Client may be granted access to Facebook or other social media groups for additional education and materials. The intent of such groups are to facilitate the coaching relationship, improve accountability, encourage members, celebrate achievements, create a community for clients, and

facilitate coaching opportunities. If Company deems a Client's behavior or content inappropriate, harmful, or offensive in any way, Client or the content may be removed from the group without any notice.

INVESTMENT AND PAYMENT

Client is investing [PRICE] into Company's Coaching Program. Client is financially willing and able to invest in this Program by choice, and by so doing, Client is not in any way incurring any economic hardship. Client understands that there is no refund policy in this Program [MAY BE CHANGED IF YOU DO HAVE A REFUND POLICY].

AUTHORIZATION AND RECEIPT

If the Client pays in full via PayPal, debit card, or credit card, Client will receive an electronic receipt. If Client uses a payment plan, Client agrees to automatic payments each month. [REMOVE THIS IF YOU DO NOT OFFER PAYMENT PLANS]

MISSED PAYMENT

If payment is not received by the date due or there is a problem with the payment transaction or method, Client will be notified by e-mail and have a three-day grace period [THIS CAN BE CHANGED] to make the payment following the due date. During this time, the Program will be put on hold and no Coaching Sessions will be held, including during the grace period. If no payment is made within the three-day grace period, the Program will automatically terminate and Client will forfeit any remaining Coaching Sessions and Program access. Payments must be received at least twenty-four hours prior to the first scheduled Coaching Session, otherwise, the Coaching Session is canceled and cannot be made up until payment resumes. [THIS WHOLE PROVISION CAN BE REMOVED IF YOU DON'T OFFER PAYMENT PLANS].

REFUND POLICY

Company believes the Client will be happy with Client Program. If, for some reason, the Client is not satisfied, Client may stop the Program at any time, whether or not Client has held all of Client Coaching Sessions. However, Company will have invested considerable time and effort in the Client's Program, and if Client decides to withdraw for any reason, Client will remain fully responsible for all payments and the full cost of the Program. No refund will be provided.

CONFIDENTIALITY

All information exchanged during the Program will be kept strictly confidential to the extent permitted by law. Company will not disclose confidential information shared during the Program to anyone else without reason to know such information, unless required by law, ethics, or upon written authorization by Client. Client understands they are not afforded the same protections as

a patient-provider relationship.

INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS ON USE; LIMITED LICENSE. All content provided by Company to Client (collectively, “Content”), including but not limited to, graphics, logos, icons, images, audio and video clips, digital downloads, data compilations, and software, is Company’s property or the property of our licensors or licensees, and the compilation of the Content is our exclusive property, protected by United States and international copyright laws, treaties and conventions.

Any trademarks, service marks, graphics, logos, page headers, icons, scripts and trade names (each, a “Mark”) maintained by Company are proprietary to us or our licensors or licensees. Our Marks may not be used in connection with any product or service that is not ours in any manner that is likely to cause confusion among users or that disparages or discredits us or anyone else. All other Marks not owned by us that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

Company grants Client a limited license to access and make personal use of the Content. No Content or any other Internet site owned, operated, licensed, or controlled by Company may be copied, reproduced, republished, downloaded (other than page caching), uploaded, posted, transmitted or distributed in any way, or sold, resold, visited, or otherwise exploited for any commercial purpose, except that Client may download one (1) copy of the Content that Company makes available to Client for such purposes on a single computer for Client personal, noncommercial, home use only, provided that Client: (a) keep intact all copyright, trademark and other proprietary rights notices; (b) do not modify any of the Content; (c) do not use any Content in a manner that suggests an association with any of our products, services or brands; and (d) do not download Content so as to avoid future downloads. Client use of Content on any other website or computer environment is strictly prohibited.

The license granted to Client does not include, and specifically excludes, any rights to: resell or make any commercial use of any Content; collect and use any product listings, descriptions, or prices; make any derivative use of the Content; download or copy account information for the benefit of anyone else; or use any form of data mining, robots, or similar data gathering and extraction tools. Client may not frame, or utilize framing techniques to enclose any Mark, Content or other proprietary information, or use any meta tags or any other “hidden text” utilizing any such intellectual property, without our and each applicable owner’s express written consent. Any unauthorized use automatically terminates the license granted to Client hereunder. Client is granted a limited, revocable, and non-exclusive right to create a hyperlink only to our home page provided that the link does not portray us or our licensors or licensees, or their respective products or services, in a false, misleading, derogatory, or otherwise offensive matter. Client may not use any of our or any such party’s intellectual property as part of the link without our and each such party’s express written consent.

PERSONAL RESPONSIBILITY, DISCLAIMER & RELEASE OF CLAIMS:

PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK

Client acknowledges that Client takes full responsibility for Client's well-being and all decisions made before, during and after Client's Program. Company has used care in preparing the information provided to Client, but all of my information, Programs, and services are made available to Client as marketing and business tools for Client's own personal use and for informational and educational purposes only. Client accepts full responsibility for Client choices, actions, and results, and expressly assumes the risks of the Program for Client use, or non-use, of the information provided to Client. Client also understands that they are expressly assuming all of the risks of the Program, whether or not such risks were created or exacerbated by the Program.

DISCLAIMER OF WARRANTIES; WAIVER AND RELEASE

The content from Company is provided "as is" and without warranty of any kind, expressed or implied. To the fullest extent permitted by applicable law, Company disclaims any and all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Company does not warrant that the functions contained in any content (including, without limitation, user-generated content) will be uninterrupted or error-free, that defects will be corrected, or that the website or the servers that make such content available are free of viruses or other harmful components. Client assumes the entire cost of all necessary servicing, repair or correction of any of Client equipment or software. Company makes no representations or warranties regarding use, or the results of use, of any content, product or service contained on or offered, made available through, or otherwise related in any way to Client including, without limitation, any third party site or service linked to from Client and specifically, no representation or warranty of correctness, accuracy, completeness, reliability or safety).

Company is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, financial analyst, psychotherapist or accountant. Client understands that Company has not promised, shall not be obligated to and will not

1. Procure or attempt to procure employment or business or sales for Client;
2. Perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto;
3. Act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy;
4. Act as a public relations manager;
5. Act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client;
6. Introduce Client to Company's full network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this Program. If the Parties continue their relationship, a separate agreement will be entered into. [ANYTHING HERE CAN BE DELETED IF YOU OFFER IT AS PART OF YOUR PROGRAM. THIS IS A GENERAL DISCLAIMER THAT MAY NOT APPLY TO EVERYONE.]

Client acknowledges that Client has carefully read this “waiver and release” and fully understands that it is a release of liability. Client expressly agrees to release and discharge all indemnified parties from any and all claims or causes of action and Client agrees to voluntarily give up and irrevocably waive and release any right that Client may otherwise have to bring a legal action against any indemnified party for personal injury or property damage.

EARNINGS DISCLAIMER

Every effort has been made to accurately represent this Program and its potential. There is no guarantee that Client will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person using our product, ideas and techniques. Company does not position this product as a “get rich quick scheme.” Any claims made of actual earnings or examples of actual results can be verified upon request. Client’s level of success in attaining the results claimed in our materials depends on the time Client devotes to the program, ideas and techniques mentioned, Client finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee Client success or income level, nor is Company responsible for any of Client’s actions.

NO THERAPEUTIC RELATIONSHIP

Company is not a licensed mental health provider and remains subject to the state laws and licensing regulations of that state, including but not limited to child abuse reporting, elder abuse reporting, etc. However, this program does not constitute therapeutic services, and this program does not create a therapeutic relationship between us. The information provided through this program is not intended to be a substitute for professional advice from a licensed professional, diagnosis or treatment that can be provided by your own Medical Provider (including doctor/physician, therapist, nurse, physician’s assistant, or any other health professional), Mental Health Provider (including psychiatrist, psychologist, therapist, counselor, or social worker), or member of the clergy. Therefore, do not disregard or delay seeking professional medical, mental health or religious advice because of information you have read on this website or received from us. Do not stop taking any medications without speaking to your own Medical Provider or Mental Health Provider. If you have or suspect that you have a medical or mental health problem, contact your own Medical Provider or Mental Health Provider promptly.

LIMITATION OF LIABILITY

Under no circumstances shall Company be liable to Client or anyone else for any direct, indirect, incidental, special or consequential damages (including lost profits), personal injury (including death) or property damage of any kind or nature whatsoever that arise out of or result from: (1) participation in this Program or any content or functions thereof; or (2) any act or omission, online or offline, of any participant in this Program or anyone else, even if Company has been advised of the possibility of such damages. In no event shall our total liability to Client for all loss, cost, damage, liability or expense (including attorneys’ fees and costs) that Client may suffer or incur, under any theory of liability, in contract, tort (including, but not limited to, negligence) or otherwise, exceed the lesser of the amount paid by Client, if any, for the right to

access or participate in any activity related to this Program.

Under no circumstances shall Company or any of the indemnified parties be liable for any delay or failure in performance resulting, directly or indirectly, from any event of force majeure or other cause beyond our or their control including, without limitation, acts of god, war, equipment and technical failures, electrical power failures or fluctuations, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

The limitations, exclusions and disclaimers in this agreement and elsewhere in these terms of use apply to the maximum extent permitted by applicable law.

Applicable law may not allow certain of the exclusions, limitations, or disclaimers of liability set forth in these terms of use, so such exclusions, limitations or disclaimers may not apply to Client.

INDEMNIFICATION

Client, on behalf of Client's heirs, next of kin, family members, estate, beneficiaries, executors, administrators and representatives (now, collectively, "Client"), agree to indemnify, defend and hold Company, and our licensors, licensees, successors, distributors, agents, representatives and other authorized users, and each of their respective officers, directors, owners, managers, members, employees, agents, representatives and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, settlement costs and legal or other fees and expenses) suffered or incurred by any of the Indemnified Parties arising out of, in connection with or related to any breach or alleged breach by Client of this Agreement. Client shall use Client best efforts to cooperate with Company in the defense of any claim. Company reserves the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of the settlement and disposition of any claim that is subject to indemnification by Client.

TERMINATION

The client may terminate this Agreement at any time with seventy-two hours written notice via email. If the Client terminates the Agreement, the client remains financially responsible for the full cost of the Program and must immediately make any payments that are due. No refunds will be provided. All the terms of this Agreement will still apply even after termination.

NOTICE

All correspondence or notice required regarding the Program shall be made to Company and to Client at the e-mail address provided during enrollment in the Program. Should the Client's e-mail address or contact information change at any time throughout the course of the Program, it is the Client's responsibility to update the contact information within seventy-two hours.

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in a writing signed by each Party.

ASSIGNMENT

Neither this Agreement nor any other rights or obligations under this Agreement shall be assigned or otherwise transferred.

NO WAIVER

The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement.

EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

DISPUTE RESOLUTION

Client and Company will do their best to work out any differences through a phone conversation or via email. However, should a dispute ever arise, Parties agree to submit to binding arbitration before a single arbitrator, selected jointly. Prior to seeking arbitration, Client must submit its complaint to Company with full details about the dissatisfaction with the Program via e-mail to [EMAIL]. Client understands that the only remedy that can be awarded to Client through arbitration is a full refund of Client Payment made to date. No award of consequential or of any other type of damages may be granted. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. By signing this Agreement, Client agrees to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted in an e-mail or shall otherwise be forfeited forever. Arbitration will be held in [CITY], [STATE], and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

NON-DISPARAGEMENT

In the event of a dispute between Client and Company, Client agrees not to engage in any conduct or communications, public or private, designed to disparage Company. Where requested by law or arbitration, of course, Client is not prohibited from sharing their thoughts and opinions as a part of the legal process. By signing this Agreement, both Client and Company are acknowledging that each has read, understands, and agrees to and accepts all of the terms of this Agreement. Client Program will not begin until this signed document has been received, and payment has been made.

NON DISCLOSURE OBLIGATIONS

Client agree to hold the Confidential Information provided by Company in confidence. Without limiting the generality of the foregoing, the Client, further promises and agrees:

1. To take commercially reasonable measures to protect and safeguard the Confidential Information that it receives against unauthorized use, dissemination, publication or disclosure;

2. Not to use any of the Confidential Information except in connection with the execution of the Company Services; and

3. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, or transfer any of the Confidential Information except to its affiliates, principals, employees, representatives, accountants, agents, co-investors, advisors, legal counsel, lenders, investors, officers and directors, or as otherwise specifically authorized by Company (collectively, “Representatives”).

NON-SOLICITATION OF EMPLOYEES

The Client will not specifically solicit for hire or poach [COMPANY NAME]’s employees, agents, consultants advisors, independent contractors, partners, directors or anyone otherwise having an interest in employment or a business relationship; provided that nothing herein shall restrict or preclude the Client from doing, or hiring on the basis of, any of the following:

1. making generalized searches for employees by use of advertisements in the media (including trade media) or an independent employment agency (so long as it is not directed to solicit such persons);

2. continuing ordinary course hiring practices that are not targeted specifically at anyone working at [COMPANY NAME]; or

3. responding to any personnel working at [COMPANY NAME] who contacts the Client regarding his or her own employment on his or her own initiative without any direct solicitation by the Consultant other than any search or ordinary course practice referred to in clause (1) or (2) above.

FORCE MAJEURE

In the event either Party is unable to perform its obligations under the terms of this Contract because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party will not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of [STATE] and the courts of [CITY] shall be the sole forum for resolving disputes hereunder.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind shall not be binding upon any Party, except to the extent incorporated in this Agreement.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

COMPANY

Printed Name: _____

Date

Title: _____

CLIENT

Printed Name: _____

Date

Title: _____