

Terms and Conditions

Please note that as the products and services are virtual and digital, all sales are final.

Description of Coaching:

Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship

A. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

B. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

C. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

D. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services

Client hereby retains Coach to provide the services of coaching with the following objectives:

Client hereby retains Coach to provide the services of consulting and coaching with the following objectives:

- Identify and assist client to implement strategies to improve overall efficiency individually and through effective delegation practices that ultimately lead to better work-life balance.

Implementation Plan:

- An in-depth questionnaire and work style discovery assessment:
- Your answers will provide the framework for the action plan we'll build together during our intensive.
- This will allow us to get a baseline of your preferences and data points of where you are right now and establish the performance metrics that we will be working toward.

Our "roadmap" goal-setting intensive:

- This is a 2-hour session where we'll decide on goals and focus areas, performance metrics and milestones, and a progress review cycle and action plan.
- By the end of this session, you'll have:
- A clear action plan of how we'll work together over the next four months.
- The frequency/timing of our sessions.
- How we'll measure results.
- The specific strategies we'll utilize to get you results.

A time study:

- The data we'll gather through this process will allow us to target where you are leaking time and energy (number of work days to be determined).
- We'll repeat this time study at different times over the course of the 4 months as one of our data points.

Weekly coaching sessions:

- Weekly 90-minute, 1:1 coaching and strategy sessions for a period of four months.
- These can be single 90-minute sessions or formatted as a 30-minute "stand up" session once a week and a 60-minute coaching and strategy session once a week.
- A digital audio recording of each session is available upon request for your review and reference.

Other support resources:

- Weekly group co-working sessions (2 hours per session).
- Unlimited weekday email access to me (responses within 24 hours).
- A personalized action plan/accountability system.
- Development and implementation of checklists to support your progress.
- Project management tools we can use together to work within your existing technology.

Format:

- "Pre-work" assessments would be accessed and answered online.
- 1:1 sessions are held via Skype or Zoom.
- Group co-working sessions are held via Zoom.

Digital products are to be used as intended as per instructions in the email.

Additional services, beyond those described above, will require additional fees to be discussed and agreed upon by the parties.

Coach will notify the Client of any change(s) to the Coach's schedule that could adversely affect the availability of the Coach, whether known or unknown at the time of this Agreement, no later than one (1) week prior to such change(s). If the Coach becomes aware of such change(s) within the one

(1) week period, the Coach shall promptly notify the Client of such change(s) within a reasonable amount of time.

3) Compensation

In consideration for the services provided by Coach to Client as set forth above, Client agrees to pay Coach a monthly fee, 30 days apart.

Coach's obligation to render services is conditioned upon Client's payment of said fee on a timely basis as described above.

4) Term of Agreement:

This agreement will begin once agreement has been signed and initial payment has been completed and end xxxx.

5) Cancellation:

All payments are non-refundable. Client may terminate this agreement and discontinue use of the services at any time by providing a 30-day written notice to Coach, but no portion of payments for services rendered will be returned.

Client remains responsible for any outstanding payments in spite of termination.

Coach may cancel this Agreement at any time for any reason by providing a 30-day written notice to Client.

In the event that Coach cancels this Agreement, Coach will provide a prorated refund of the fees collected for which services have not been rendered.

6) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference or testimonial without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

7) Limited Liability

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages.

Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

8) Entire Agreement

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

9) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to (certain amount of time such as 30 days) after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

10) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11) Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12) Force Majeure

Either Party shall be excused from any delay or failure in performance required if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strike or labor disputes, riots, or any law or requirement of any governmental agency or authority, earthquakes, floods, explosions or other acts of nature.