

Coach Kat Services Agreement

THIS AGREEMENT is made this *[date]* day of *[month]*, 20____.

BETWEEN

[insert name of your client] (the “Client”); and *[insert your name or your company’s name]* (the “Consultant/Coach”), collectively referred to as the “Parties.”

1.1 Services

The Consultant/Coach shall provide the following services (“Services”) to the Client in accordance with the terms and conditions of this Agreement:

[Insert a description of the services here]

1.2 Delivery of the Services

Start date: The Consultant/Coach shall commence the provision of the Services on *[insert date here]*.

Completion date: The Consultant/Coach shall complete the Services by *[insert date here]* (“Completion Date”). Key dates: The Consultant/Coach agrees to provide the following parts of the Services by the specific dates set out below:

[Insert dates here if you have agreed to specific milestones]

1.3 Fees

As consideration for the provision of the Services by the Consultant/Coach, the fees for the provision of the Services are *[insert fees here]* (“Fees”). The Client shall pay for the Consultant/Coach’s out-of-pocket expenses including *[insert here]* and other expenses as agreed by the Parties.

1.4 Payment

The Client agrees to pay the Fees to the Consultant/Coach on the following dates: *[for example, 50% deposit payable before work begins; also specify whether the price will be paid in one payment, in installments or upon completion of specific milestones]*. The Consultant/Coach shall invoice the Client for the Services that it has provided to the Client *[monthly/weekly/after the Completion Date]*. The Client shall pay such invoices *[upon receipt /within 30 days of receipt]* from the Consultant/Coach.

Any charges payable under this Agreement are exclusive of any applicable taxes or other fees charged by a government body and such shall be payable by the Client to the Consultant/Coach in addition to all other charges payable hereunder.

1.5 Warranty

The Coach represents and warrants that it will perform the Services with reasonable skill and care.

1.6 Limitation of Liability

Subject to the Client’s obligation to pay the Fees to the Consultant/Coach, either party’s liability arising directly out of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Fees. The Consultant/Coach assumes no liability due to the quality of items or services purchased for the Client.

1.7 Term and Termination

This Agreement shall be effective on the date hereof and shall continue until the completion date stated in section 1.2 unless terminated sooner.

EXAMPLE:

If the Client terminates this agreement for any reason before the scheduled completion date for services, the Client will reimburse the Consultant/Coach for all outstanding fees and out-of-pocket expenses.

1.8 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Consultant/Coach, its employees, sub-contractors, or agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or otherwise between the parties.

1.9 Confidentiality

Neither Party will disclose any information of the other which comes into its possession under or in relation to this Agreement and which is of a confidential nature.

1.10 Miscellaneous

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.

This Agreement constitutes the entire understanding between the Parties and supersedes all prior representations, negotiations or understandings.

Neither Party shall be liable for failure to perform any obligation under this Agreement if the failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, or industrial dispute.

This Agreement shall be governed by the laws of the jurisdiction in which the Client is located.

Agreed by the Parties hereto:

Signed by: _____

On behalf of: _____

[the Client]

Signed by: _____

On behalf of: _____

[the Consultant/Coach]