

## **Coaching Client Agreement**

**This Coaching Client Agreement (hereinafter "Agreement"), is made effective as of \_\_\_\_\_, by and between the following parties:**

**Victoria R Shakoor, hereinafter referred to as "Coach," having an address as follows:**

**300 Colonial Center Pkwy  
Suite 100N  
Roswell, GA 30076  
Email: victoia@umasteryllc.com**

**and \_\_\_\_\_ hereinafter referred to as "Client," having an address at**

### **RECITALS:**

**WHEREAS, Client is desirous of implementing coaching services into the Client's life, as discussed more fully below;**

**WHEREAS, Coach is skilled and capable in the areas Client needs and would like to coach Client;**

**NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree as follows:**

### **Article 1 - SCOPE:**

**This Agreement sets forth the terms and conditions whereby Coach agrees to provide professional coaching Services (as described below). Coach will be engaged for the limited purpose of providing these Services to the Client.**

### **Article 2 - NO EMPLOYMENT:**

**Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.**

**Client may allow Coach to act as an authorized legal representative in certain circumstances under the terms of this Agreement, but such circumstances will be agreed to by both Parties in writing beforehand.**

### **Article 3 - COACHING TERMS:**

**A coaching relationship between two Parties is essentially a relationship whereby the Coach assists the Client in meeting the Client's potential within the areas the coaching relationship is meant to focus on.**

**Client hereby acknowledges and agrees:**

**a.) Client is solely and exclusively responsible for the choices that Client makes with regard to this coaching relationship, as well as the Coach's recommendations and input;**

**b.) Client is solely and exclusively responsible for Client's own mental health, physical health, business decisions, and any other actions or inaction Client chooses to take;**

**c.) Coach is not liable for any result or non-result or any consequences which may come about due to Client's relationship with Coach;**

**d.) Coaching is not a therapeutic relationship or a medical one. Coach may not provide therapy or medical services and Client is responsible for procuring these services at Client's own will and discretion if needed.**

#### **Article 4 - DESCRIPTION OF SERVICES:**

**The Client hereby engages the Coach, and the Coach accepts such engagement to provide the following coaching services for the Client (hereinafter, the "Services"):**

**The 90 day program is designed to yet not limited to as follow:**

**We will work together to get you in the right structure to move you beyond your childhood traumas, abuses and or self sabotages.**

**This includes - 12 x 1 Hr coaching every week; Email access for additional questions; Workbook; Specialized meditation and Customized Tools & Materials to support you to break free from being stuck.**

**\*Client is expected to complete the duration of coaching time.\***

**The 6 month program is designed to, yet not limited to as follows:**

**We will work together to continue working in your correct structures As we continue moving you beyond your childhood traumas, abuses and or self sabotages, This is now getting you into activating your gifts, having laser focus on your true choice with accountability.**

**This includes:**

**24 x 1 Hr coaching every week Lenses**

**Email access for additional questions**

**2 Specialized meditations**

**Recommended e-books personalized for your industry for success (when available)**

**Customized Tools & Materials to support you to start flowing into your desired reality**

**\*Client is expected to complete the duration of coaching time.\***

**The 12 month program is designed to, yet limited to as follows:**

**We work together to combine all of the above programs and resources. In addition to developing you into a person of achievement fully activated in accomplishing your goals with happiness.**

**This includes:**

**48 x 1 Hr coaching every week Lenses**

**Email access for additional questions**  
**Muscle Testing**  
**Specialized Meditations**  
**Ancient Recode process**  
**Recommended e-books personalized for your industry for success (when available) Customized Tools & Materials to support you to start living your desired reality**

**\*Client is expected to complete the duration of coaching time.\***

**\*All programs have additional add-ons \* Click link to Coaching Menu to see all programs.**

**Coach and Client will use the following methods of contact for meetings throughout the coaching relationship:**

**All coaching is in "Group Coaching" structure on Zoom. All communication will be via email only. \*A text is accepted for emergencies only, ex: 24 hr reschedules or cancellations\***

**Coach may agree in a separate, written document to expand the scope of Services to include additional tasks. Such written document may be informal, such as an email and will include additional fees, as applicable.**

#### **Article 5 - WARRANTIES:**

**Coach represents and warrants that Coach has the knowledge, skills, and experience necessary to provide the Services. Coach agrees that during the term of this**

**Agreement, Coach will agree to provide the Services at the request of the Client.**

**Coach represents and warrants that Coach maintains a specific certification as follows: I am a Verified Certified Joe Vitale' & Magnetic Mind Trauma/Parenting Life Coach. Coach acknowledges and agrees that maintaining this certification is a material inducement for the Client to enter this Agreement.**

#### **Article 6 - NONEXCLUSIVITY:**

**Coach may be engaged or employed in any other coaching business, trade, profession, or other activity which does not place Coach in a conflict of interest with the Client. Client hereby explicitly acknowledges and agrees that Coach may be engaged or employed with any other business or industry, including, if applicable, Client's direct competitors.**

#### **Article 7 - AVAILABILITY & SCHEDULE:**

**Coach and Client agree to have coaching meetings on the following dates and times:**

**Dates and times to book sessions and programs are on the website at [UMasteryllc.com](http://UMasteryllc.com)**

**The length of each coaching meeting shall be as follows:  
The initial Clarity Discovery call is 90 min. via Zoom or phone call  
FREE webinar is available on the website at [UMasteryllc.com](http://UMasteryllc.com)**

**The 3 Day "Living Your Purpose" workshop is 90 minutes each day: Each coaching**

**program session is 1 hr. The total number of meetings the Parties agree to, is dependent upon the program package purchased.**

**Coach and Client may agree to a change of the schedule between them, through an additional written document. Coach and Client may also agree to adjust each meeting on a per meeting basis.**

**Article 8 - HOLIDAYS:**

**Coach will be unavailable on the following holidays:**

**Christmas, Thanksgiving, Coach's Birthday, Mother's Day, Labor Day,**

**Article 9 - FEES AND EXPENSES:**

**Client will pay for workshops and programs through the website online payment portal or will be sent the payment link via email for a flat fee of the program amount This flat fee will cover which ever program the Client chooses for their coaching duration for each of the meetings agreed to between the Parties in this Agreement.**

**Payment will be made at time of purchase of the program chosen. Each add-on service will be sent a link with a total amount added together for 1 full payment when more than 1 is chosen.**

## **Article 10 - CANCELLATION & RESCHEDULE POLICY:**

**Client or Coach may, from time to time, need to cancel or reschedule any of the coaching meetings. If Coach is responsible for the reschedule, Coach will become available to Client as the soonest possible opportunity within ten (10) business days. If Client is responsible for the cancellation or reschedule, Client agrees to notify Coach no less than 24 hours prior to the scheduled meeting. If Client cancels or reschedules within the 24-hour period, Client agrees to pay the full amount required for the meeting, if requested by Coach (at Coach's sole and exclusive discretion). The Parties will then attempt to reschedule the meeting in good faith.**

## **Article 11 - REFUND POLICY:**

**Client may be permitted a refund of monies spent under this Agreement in certain circumstances. The refund policy is as follows:**

**Client has a 3 day rescission to request a full refund from the date of signing this agreement.**

**Refunds are only given due to special circumstances with no exceptions, such as: death of either party, hospitalization, chronic illness resulting in hospitalization, tragic accident causing client to be crippled and mental incapacity.**

**Client must show proof of these circumstances within 7**



**days of signing this contract for full refund. And 10 days for 50% partial refund. No exceptions.**

**Should these circumstances fall upon the Coach, the Coach will contact the client or a Representative of the Coach will and a refund will be issue.**

**If customer is weeks into the program, and need to cancel due to circumstances mentioned above, only the remaining weeks balance will be refunded. Same goes for the Coach.**

**For all refunds, allow up to 10 business days to be deposited into your bank account according to your bank's delivery time.**

#### **Article 12 - RECORD RETENTION POLICY:**

**Coach and Client hereby acknowledge and agree that they have specifically discussed that Coach does not maintain a record retention policy and that communications, documents, information, and notes related to Client may be discarded immediately after the end of the coaching relationship.**

#### **Article 13 - TAXES:**

**Client and Coach shall each be solely responsible for all of their federal, state, and local taxes.**

#### **Article 14 - RESPONSE TIME:**

**Client agrees to respond to Coach no later than the following amount of time after being reached out to for communication: 24 hrs.**

**In the event of an emergency or other similar conflict, Coach will give the Client as much notice as possible if there is the possibility of interruption to the Services, whether that interruption is temporary or long-term.**

#### **Article 15 - CONFIDENTIALITY:**

**The existence of this coaching relationship, as well as any information that Coach receives from Client, are to be fully and completely confidential under the terms of this Agreement. Client hereby acknowledges and agrees, however, that a Coach-Client relationship is not considered a legally confidential relationship and therefore communications between Coach and Client are not subject to any legal confidentiality requirement or privilege. Coach will not, however, disclose Client's name or any of Client's information without Client's consent, unless subject to a legal requirement, such as a court order, subpoena, or law enforcement inquiry. It will be the Client's responsibility to address any confidentiality issues with the Coach.**

**Confidential information under this Agreement shall specifically not include the following categories: (1) information that is generally known to the public or known to Client's specific industry, (2) information freely given by Client to any third-party; (3) information received by Coach from any source that is not Client; (4) information in Coach's possession prior to this contractual Agreement; (5)**

**information developed independently by the Coach; (6) information which is received by the Coach from the Client but that may imminently harm the Client or another individual; or (7) information about any illegal activity.**

#### **Article 16 - TERMINATION:**

**This Agreement will automatically terminate after the agreed-upon amount of coaching meetings have been completed. The Parties may choose to renew this Agreement, with all of its terms and conditions, by providing notice the following amount of time prior to the planned termination: 15 days. The notice must be in writing. If the Parties agree, this Agreement will continue for a term which is the exact same as the original term.**

**The Parties may also terminate this Agreement prior to its natural expiration under certain circumstances as mentioned above.**

**This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party. For a material breach, the Parties are required to give notice, in writing, specifying what the breach was, but do not have to give advance notice to terminate the Agreement.**

**This agreement will also immediately terminate upon the death of the Coach or Client, the inability of the Coach to perform the Services because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client in any manner, or the filing of any petition by or against the Client or Coach under federal or state bankruptcy or**

**insolvency laws.**

**Upon termination, all fees and reimbursements shall be paid and provided to the Coach as they have accrued up to the date of termination.**

**Article 17 - INTELLECTUAL PROPERTY:**

**Coach and Client agree that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by each of the Parties, respectively, will be the sole and exclusive property of the Party to whom the information originally belonged. There shall be no transfer of intellectual property through this Agreement.**

**All copyrights, patents, trademarks, or other intellectual property shall stay with the original Party owner.**

**Article 18 - PORTFOLIO USE:**

**As described above, Coach shall be permitted to use all produced items of work Coach's professional portfolio, if applicable, but may not use Client's name, likeness, or other identifying details without express written permission from the Client.**

## **Article 19 - LIMITATION OF LIABILITY:**

**Coach's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Coach. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.**

## **Article 20 - INDEMNIFICATION:**

**Coach and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, or damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.**

## **Article 21 - SURVIVAL:**

**Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.**

## **Article 22 - DISPUTE RESOLUTION:**

**In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the Governing Law provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Georgia. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Coach will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.**

**Article 23 - GOVERNING LAW:**

**This Agreement shall be governed by and construed in accordance with the internal laws of Georgia without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder: Unknown.**

**Article 24 - BENEFIT:**

**This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.**

**Article 25 - NO WAIVER:**

**No action or inaction of either Party shall constitute waiver of any of the terms of this Agreement. Waiver may only be executed explicitly in writing.**

**Article 26 - COUNTERPARTS:**

**This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.**

## **Article 27 - NOTICES:**

**All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.**

## **Article 28 - FORCE MAJEURE:**

**Coach is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.**

## **Article 29 - HEADINGS:**

**Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or**



**otherwise affect the terms of this Agreement.**

**Article 30 - ENTIRE AGREEMENT; MODIFICATION:**

**The agreement embodies the entire agreement between the Client and Coach relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties.**

**IN WITNESS WHEREOF, the Parties execute this Agreement as follows:**

**Client:**

**Type Name:** \_\_\_\_\_

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

**Coach:**

**Victoria R Shakoor**

**Signature:** Victoria R Shakoor

