

CLIENT COACHING AGREEMENT

**Your agreement is with XXXX XXXX
aka XXXXX, (your “Coach”).**

This client agreement sets forth the terms and conditions between you and your Coach (the “Agreement”). This Agreement covers your purchase of coaching services provided by your Coach (the “Services”). Your coaching will commence when you accept and sign this Agreement to become a client (“Client” or “you”). You are entering into this Agreement with your Coach alone. **Pay special attention to provisions related to cancellations.** This does not affect your statutory rights. The Coach will use his/her experience, skills, knowledge and education to design a program of exercise that will take into account your lifestyle, personal goals, fitness level and medical history provided by you. Your Coach is a certified nutritionist and personal trainer. Your Coach is not a physician or registered dietitian.

Your Coach will provide the coaching, advice and support by provision of the Services you will need to achieve your goals. Apart from the initial consultation, you will have weekly email check-ins to update your Coach on any of the above information (fitness goals, medical situations, lifestyle changes, etc.) in addition to your progress.

1. You understand and acknowledge that the results of any fitness and nutrition program cannot be guaranteed.
2. Your progress depends on *your* effort and cooperation in and outside of the coaching sessions.
3. You acknowledge that individual results may vary, and no particular result is guaranteed by your Coach.
4. You understand, acknowledge and agree to inform your Coach of any conditions or changes to your health, now and ongoing, which might affect your ability to exercise safely with minimal risk of injury.

You and your Coach understand that both parties must commit to your program fully in order to receive results.

If your Coach needs more medical information from you and your medical practitioner, you agree to provide such details in a timely fashion.

YOU UNDERSTAND THAT THERE ARE INHERENT RISKS IN PARTICIPATING IN A PROGRAM OF STRENUOUS EXERCISE. IF YOU SUSTAIN OR CLAIM TO SUSTAIN ANY INJURY WHILE PARTICIPATING IN TRAINING OR EXERCISE, YOU ACKNOWLEDGE THAT THE COACH IS NOT RESPONSIBLE. YOUR COACH CANNOT BE HELD LIABLE IN ANY WAY FOR UNDECLARED OR UNKNOWN MEDICAL CONDITIONS.

Payment

As a participant in the Services with your Coach with XXXXXXXX, LLC, all balances due for Services must be paid in full by you prior to the rendering of Services. Services and programs are non-refundable, which includes down payments, payment plans, and programs paid in full. In the event that a payment arrangement is made, all payments must be made, in full, on or before the agreed upon dates. The fee for late payment is 5% of the amount due.

Additionally, in the event payment is not received on its due date, you may be removed from and/or lose access to any membership-only online groups or modules, at your Coach's discretion. Non-payment may lead to further administrative actions taken by XXXXX, LLC.

By signing this Agreement, you are responsible for the full amount of the coaching package as set forth by XXXXX, LLC. Failure to make payments in a timely manner may result in loss of Services, late payment fees, and administrative actions up to and including the report of your unpaid accounts to a collections agency. A 3 month (i.e., 12 week) commitment must be paid in full regardless of the payment plan set up.

You acknowledge that XXXXX, LLC. is not responsible for any overdraft charges, over-limit charges, or non-sufficient fund fees charged by your bank or credit card company. You understand that you will be charged a \$100 fee for any non-sufficient fund fees incurred by XXXXX, LLC.

In the event that you do not participate in your program and/or utilize all program materials, no full or partial refunds will be given or returned. Payment of your program for Services in full is required even if you do not use or participate in it. If you do not check-in for a week of your Services, you forfeit that week of Services.

NEITHER YOUR COACH NOR XXXXX, LLC. MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO SPECIFIC OUTCOMES OR RESULTS.

Canceled Services

You understand that in the unlikely event of your Coach is unable to continue your training for any unseen reason or circumstance on the Coach's behalf, you may request a refund for any unfulfilled Services. Such refunds shall be issued at the Coach's discretion and may take up to 30 business days from the date of request to process.

The Coach may cancel Services and/or revoke renewal of Services for Client's non-compliance, lack of communication, or abusive behaviors.

Amendments

The Coach has the right to change the terms and conditions of this Agreement, and if so, the Coach must notify the Client immediately.

Assignment

Neither you nor your Coach may assign its rights or obligations hereunder, except that either party may assign its rights and obligations hereunder to any entity to which it sells all or a substantial part of its assets or businesses.

Severability

If any provision of this Agreement or any portion thereof is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

Indemnity

You agree to indemnify, defend and hold harmless your Coach and XXXXX, LLC., its subsidiaries, affiliates, and their officers, managers, employees, agents, attorneys, employees, representatives or assigns from any claims, liability, damages, losses, harms, costs and expenses, including legal fees and expenses or any other detriment incurred by you in any claims arising out of this Agreement, your use of the Services, any breach of this Agreement, including breach of your representation and warranties set forth above, or if any content that you post or publish while using the Services causes your Coach or XXXXX, LLC to be liable to a third party.

Binding Effect

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

Voidability

This Agreement cannot be voided by not accessing or using the Services where applicable or by not using the Services as delivered or in any other way deliberately attempting to avoid viewing or taking delivery of a product or program or the Services as outlined. These actions will not void your Agreement or permit you the right to a refund.

Late Policy

The weeks in each plan of the Services will run from Monday to Sunday. If you are late on submitting a weekly email check-in to your Coach, the Coach is not responsible for making adjustments until the next check-in date. Check-ins are due via email by 4pm EST of your

designated check-in date. The Coach has a response time period of 48 hours following email check-ins that are completed on time. The Coach is available to answer emails and messages from 9 am to 5 pm EST on business days. Correspondence received outside of the hours will be answered on the next business day. Weekly email check-ins are needed for the Coach to do his/her job. Data is needed for proper and accurate coaching updates. If you do not complete your email check-in for the week, you forfeit that week of Services.

Personal Information

You must keep your contact information and marketing preferences updated with the Coach. In order to comply with the Data Protection Act of 1998, the Coach will only do what the Client asks him/her to do, or what the Client has given permission to do with any personal or sensitive information held by the Coach.

Copyright and Intellectual Property

All materials and Services provided to you as part of a product or program or the Services which are the subject of this Agreement are proprietary and may not be duplicated, copied, reproduced, published or displayed in any form without the prior express written permission of your Coach or XXXXX, LLC. You may not re-use, perform, modify, broadcast, transmit, re-post or use in any way the content or any derivative works thereof, without the prior express written permission of your Coach or XXXXX, LLC. All trademarks, logos, and service marks displayed on any materials provided as part of a product or program or the Services under this Agreement are protected by U.S. and International copyright and intellectual property laws. Access to any materials or content online or otherwise as part of a product or program or the Services s subject to this Agreement should not be construed as granting any license or right to use said content, including trademarks, logos and service marks of your Coach or XXXXX, LLC.

The contents of this document, program and advice should not be taken as medical advice. It is not intended to diagnose, treat, care, or prevent any health problem - nor is it intended to replace the advice of a physician. Always consult your physician or qualified health professional on any matters regarding your health. By participating in this program, you accept full responsibility for your actions.

Entire Agreement

This Agreement represents the entire understanding relating to a product or program or the Services purchased, and any and all prior agreements, understandings, and representations, whether express or implied, written or oral, regarding a product or program or the Services, are of no further force and effect. In order to participate in certain of a product or program or the Services, you may be notified that you may be required to agree to additional terms and conditions as the Program is revised over time. You may receive a copy of this Agreement at any time by emailing your Coach and requesting a copy of your "Client Agreement".

Contact Information

If you have any questions regarding this Agreement or any aspect of our Services, contact GTF at xxxxxxxx.com

If you agree to these terms, please sign below.

Name: _____

Signature: _____

Date: _____

NAME

XXXXX, LLC.