



Lifestyle Upgrade Program Contract

Coach Name: _____ Client Name: _____

SESSIONS:

Coaching time includes (2) 50-minute sessions per month. Coaching sessions are conducted in person or via zoom or WhatsApp for your convenience. Sessions are scheduled at the same time on the same day each week. The schedule will be emailed once set for the agreed time/day of the week.

Each meeting the client is responsible for writing down goals and plan for the upcoming days until the next meeting. A full set of Notes, Recommendations, and Action Steps will be drawn out and summary sent via email within 24 hours for reference and tracking progress of accomplished through the 6 months. These steps hold the client accountable and move him/her toward success. There will be added value to the sessions by ongoing email support, inspirational messages, easy nutritious recipes, relevant articles on nutrition, health, self-care, healthy life style and other materials.

SCHEDULING

As your Coach, I understand that clients have busy schedules and I take pride in being prompt and respectful of the scheduled session time. Each session will end 50 minutes after it was scheduled to begin. Please be timely.

Please NOTE: cancelling or re-scheduling of appointments must be done **24 hours in advance**; otherwise, the Client will forfeit that appointment and will not have an opportunity to reschedule it. Schedules are set due to a predetermined number of clients monthly. Upon signing this contact, a time is allocated for your bi-monthly sessions. Therefore, clients are responsible for monthly fees regardless if sessions take place or not. Emergencies occasionally do happen, therefore an extra week is included in the contract to allow for one late/no fault reschedule during the duration of the program.

Dates/Time:
begins

ends

(End
Date)

IMPORTANT: this program expires if all sessions have not been completed within two months after the "End Date" specified above to allow for possible rescheduling of sessions.



PAYMENT

6-month program/3-month program/2-month program: Individual:\$ _____ Group:\$ _____
A-la-carte one-on-one Coaching: \$90/session (once enrolled in program)

_____ PLAN A: Automatic credit card/Paypal payment (3% processing fee applies)

_____ PLAN B: Monthly check (6 or 3 or 2 post-dated checks given to Coach at 1st session)

TERMINATING COACHING SERVICES

If at any time the Client or Coach are dissatisfied with the coaching arrangement, either party may terminate the arrangement. This must be done in writing and at least 48 hours prior to the next scheduled session; if not 48 hours in advance the next fee applies and all others are voided.

DISCLAIMERS

The Client understands that the role of the Health Coach is not to prescribe or assess micro- and macronutrient levels; provide health care, medical or nutrition therapy services; or to diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Rather, the Coach is a mentor and guide who has been trained in holistic health coaching to help clients reach their own health goals, by supporting clients to implement healthier positive and sustainable lifestyle changes. The Client understands that the Coach is not acting in the capacity of a doctor, licensed dietician-nutritionist, psychologist or other licensed or registered professional, and that any advice given by the Coach is not meant to take the place of these professionals. If the Client is under the care of a healthcare professional and uses prescription medications, it is the client's responsibility to discuss any dietary changes or potential dietary supplement use with his or her medical professional. The Coach will never advise a Client to discontinue taking any prescribed medication or go against professional medical advice. If the Client chooses to have the Coach more involved in the Client's healthcare, arrangements can be made where the Coach can contact a specific physician according to HIPAA law. This is a legal contract and the Client's choice to sign at her/his discretion for the purpose of improving their health and lifestyle habits.

PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client acknowledges that the Client takes full responsibility for the Client's life and well-being, as well as the lives and well-being of the Client's family and children (where applicable), and all decisions made during and after this program.



The Client expressly assumes the risks of the Program, including the risks of trying new foods or supplements, and the risks inherent in making lifestyle changes. The Client releases the Coach from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Client ever had, now has or will have in the future against the Coach, arising from the Client's past or future participation in, or otherwise with respect to, the Program, unless arising from the gross negligence of the Coach.

CONFIDENTIALITY

The Coach will keep the Client's information private, and will not share the Client's information to any third party unless there is written consent by the Client or otherwise compelled to by law.

ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES

In the event of any dispute between Coach and Client with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

This agreement shall be construed according to the laws of the State of California. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that: (1) he/she has received a copy of this letter agreement; (2) he/she has had an opportunity to discuss the contents with the Coach and, if desired, to have it reviewed by an attorney; and (3) the client understands, accepts and agrees to abide by the terms hereof.

I have read, understand and agree to all of the above.

Signature

Print Name

Date