**LWITBR – Coaching Agreement**

This Service Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Marta Gray-Kempton, (the “COACH”), performing Personal Relationship Coaching, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Client(s)”) (collectively, the “Parties”).

**1.0 Term and Termination:** This Agreement takes effect immediately as of the Effective Date, and it remains in full force and effect for a minimum of [6 months], or until the Parties agree to complete the services. Client(s) will have the option to continue coaching relationship beyond 6 months if the client(s) desire(s), as a 1-1 private client, or, in a group coaching program if desired.

**2.0 Services:** During the Term, the Coach will provide personal relationship coaching services, (the "Services") via telephone, text, webcam, voice notes (Coach is available Monday - Thursday between the hours of 10 a.m. to 7 p.m., and Friday 10 a.m. to 3 p.m., EST/EDT. Coach will be available late evenings and weekends as a bonus, when possible, but does not make promises of availability during off times.) as jointly scheduled between the Parties. The Services will address the Client’s primary goal as outlined in the Dream Partner Plan and will include directed questions from Coach and honest responses and participation from Client(s). Coach may also be available for additional time, per Client’s request, during off hours. For example, answering time sensitive questions, working through homework, etc. outside of coaching hours. CLIENT(S) will initiate and attend all scheduled calls via Coach’s Zoom link: <https://us02web.zoom.us/j/6661098904?pwd=VXJzQzAxUnduRnFxN0lyWVZIczNOUT09>

Meeting ID: 666 109 8904

Passcode: z6hiCr

**3.0 Payment Details:** The Client(s) shall pay Coach $0 for the initial meeting and a $7,000 one time payment for 6 months of 1-1 private coaching. Payment is due upfront and in full at time of coaching program purchase. Upon completion of the program, client(s) may choose to: Discontinue coaching services, Transition to group coaching, or Join another 6 month 1-1 private coaching program to deepen their learning. In the event the Coach has adjusted program Coaching fees for new clients during the time of Client’s coaching program, Client’s fees will be adjusted to maintain consistency in Coaching fees at the time of contract extension, but never during the agreed upon Coaching dates as outlined in this agreement.

**3.1 REFUND POLICY.** No refunds available. Client(s) has/have the right to extend program coaching by 2 months if the initial goals set in the Dream Partner Plan at the beginning of the program have not yet been met.

**4.0 Client Obligations:** The Coach’s ability to perform its obligations under this Agreement is dependent on the Client(s) fulfilling his/her/their obligations.

**4.1 Scheduling:** Bi-weekly Coaching calls will be held 2x per month. During the remainder of the month, Coach will be available for spot coaching via Zoom (within reason). Holidays, travel, and extenuating circumstances will provide opportunities to renegotiate weekly call times.

**4.2 Participation:** Client(s) is/are solely responsible for creating and implementing his/her/their own physical, mental and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his/her/their coaching calls and interactions with the Coach. As such, the Client(s) agree(s) 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. The Client(s) understand(s) that successful coaching requires a cooperative and jointly-active approach between Client and Coach. In the coaching relationship, the Coach assists or facilitates awareness and accountability regarding the Client’s changes, but it is the Client's responsibility to engage and enact change. Private coaching is the cornerstone of this program. In order to receive (and create for others) the highest value possible, being an active participant during bi-weekly coaching calls is critical to your success.

**4.3 Communication.** If the Client(s) find(s) himself/herself/themselves stuck, the Client will communicate this with the coach as soon as possible and the coaching strategy will be restructured to address the Client’s desired outcome of coaching. Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her/their life, including work, finances, health, relationships, education, and recreation. The Client agrees that deciding how to handle these issues, incorporating coaching principles into those areas, and implementing choices is exclusively the Client’s responsibility.

**4.4 Prior History.** Client(s) acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association 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(s) is/are 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(s) and the Coach.

**5.0 DISCLAIMER:** Coach is not an employee, agent, lawyer, doctor, manager, therapist, public relations, business manager, registered dietician, financial analyst, psychotherapist, or accountant. Client(s) understand(s) that Coach has not promised, shall not be obligated to, and will not; (1) procure or attempt to procure employment or business or sales for Client(s); (2) perform any business management functions including but not limited to, accounting, tax or investment private consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling, or behavioral therapy; (4) act as a public relations manager (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client(s); (6) introduce Client(s) to Consultant’s full network of contacts, media partners, or business partners. Client(s) understand(s) that a coaching relationship does not exist between the parties after the conclusion of this program. If the Parties continue their coaching relationship, a separate agreement will be entered into.

**6.0 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(S) FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT THE CLIENT(S) 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(S) TO THE COACH UNDER THIS AGREEMENT FOR ALL COACHING SERVICES RENDERED THROUGH AND INCLUDING THE TERMINATION DATE.

**7.0 INDEMNIFICATION:** CLIENT(S) SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COACH, COACH’S OFFICERS, EMPLOYERS, EMPLOYEES, CONTRACTORS, DIRECTORS, RELATED ENTITIES, TRUSTEES, AFFILIATES, AND SUCCESSORS FROM AND AGAINST ANY AND ALL LIABILITIES AND EXPENSE WHATSOEVER – INCLUDING WITHOUT LIMITATION, CLAIMS, DAMAGES, JUDGMENTS, AWARDS, SETTLEMENTS, INVESTIGATIONS, COSTS, ATTORNEYS FEES, AND DISBURSEMENTS – WHICH ANY OF THEM MAY INCUR OR BECOME OBLIGATED TO PAY ARISING OUT OF OR RESULTING FROM THE OFFERING FOR SALE, THE SALE, AND/OR USE OF THE PRODUCT(S), EXCLUDING, HOWEVER, ANY SUCH EXPENSES AND LIABILITIES WHICH MAY RESULT FROM A BREACH OF THIS AGREEMENT OR SOLE NEGLIGENCE OR WILLFUL MISCONDUCT BY COACH, OR ANY OF ITS SHAREHOLDERS, TRUSTEES, AFFILIATES OR SUCCESSORS. CLIENT SHALL DEFEND COACH IN ANY LEGAL ACTIONS, REGULATORY ACTIONS, OR THE LIKE ARISING FROM OR RELATED TO THIS AGREEMENT. CLIENT(S) RECOGNIZE(S) AND AGREE(S) THAT ALL OF THE COACH’S SHAREHOLDERS, TRUSTEES, AFFILIATES AND SUCCESSORS SHALL NOT BE HELD PERSONALLY RESPONSIBLE OR LIABLE FOR ANY ACTIONS OR REPRESENTATIONS OF THE COACH. IN CONSIDERATION OF AND AS PART OF MY PAYMENT FOR THE RIGHT TO PARTICIPATE IN COACH’S SERVICES OR PROGRAMS, THE UNDERSIGNED, MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS DO HEREBY RELEASE, WAIVE, ACQUIT, DISCHARGE, INDEMNIFY, DEFEND, HOLD HARMLESS AND FOREVER DISCHARGE COACH AND ITS SUBSIDIARIES, PRINCIPALS, DIRECTORS, EMPLOYEES, AGENTS, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS AND ANY OF THE TRAINING INSTRUCTORS, GUIDES, STAFF OR STUDENTS TAKING PART IN THE TRAINING IN ANY WAY AS WELL AS THE VENUE WHERE THE PROGRAMS ARE BEING HELD (IF APPLICABLE) AND ANY OF ITS OWNERS, EXECUTIVES, AGENTS, OR STAFF (HEREINAFTER “RELEASES”) OF AND FROM ALL ACTIONS, CAUSES OF ACTION, CONTRACTS, CLAIMS, SUITS, COSTS, DEMANDS AND DAMAGES OF WHATEVER NATURE OR KIND IN LAW OR IN A EQUITY ARISING FROM MY PARTICIPATION IN THE SERVICES OR PROGRAMS.

**8.0 Confidential Information:** This coaching relationship, as well as all information (documented or verbal) that the Client(s) share(s) with the Coach and the group as part of this relationship, is confidential. However, please be aware that the Coach-Client(s) 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(s) without the Client’s written consent. The group coaching via bi-weekly calls and the online thread is a confidential and trusting space. You may not share about other’s journeys with anyone outside of this program. You may, however, share about your own transformation. The Coach will not disclose the Client’s name as a reference 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(s); (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(s); (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(s) or others; and (g) involves illegal activity. The Client(s) also acknowledge(s) his/her/their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner. Please note that Coach cannot guarantee confidentiality.

**9.0 No Transfer of Intellectual Property:** Any content or materials provided by Coach is copyrighted and are for Client’s individual use only as a single-user licensee. Client(s) is/are not authorized to use any of Coach’s intellectual property for Client’s business purposes. All intellectual property, including Coach’s copyrighted program and/or course materials, shall remain the sole property of the Coach. No license to sell or distribute Coach’s materials is granted or implied. By purchasing this product, Client(s) agree(s) (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Coach is confidential and proprietary, and belongs solely and exclusively to the Coach, (3) Client(s) agree(s) not to disclose such information to any other person or use it in any manner other than in discussion with the Coach. Further, by purchasing this product, Client(s) agree(s) that if Client(s) violate(s), or display(s) any likelihood of violating, any of Client’s agreements contained in this paragraph, the Coach will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

**10.0 Termination:** Either the Client(s) or the Coach may terminate this Agreement at any time with. Client(s) agree(s) to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship. Client(s) agree(s) that Coach, may at its sole discretion, terminate this Agreement and limit, suspend, or terminate Client’s participation without refund if Client(s) become(s) disruptive to Coach or other participants [for Group programs], Client(s) fail(s) to follow guidelines, is/are difficult to work with, impair(s) the participation of the other participants [for Group programs], or upon violation of the terms as determined by the Coach.

**11.0 Entire Agreement:** This document reflects the entire agreement between the Coach and the Client(s), 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(s).

**12.0 Dispute Resolution:** If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client(s) 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.

**13.0 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.

**14.0 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.

**15.0 Applicable Law:** This Agreement shall be governed and construed in accordance with the laws of the State of [Florida], without giving effect to any conflicts of laws provisions.

**16.0 Binding Effect:** This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

**17.0 Headings:** Headings in this Agreement are for convenience only and do not confer rights or obligations, nor alter any terms of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

Client(s) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_

Coach’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_