

COACHING AGREEMENT

This Agreement is made _____, 2019 (the “Effective Date”)

Between: **Rise Today Consulting Services Corporation**, a corporation with a registered and records office at 308 – 221 West Esplanade, North Vancouver, British Columbia, V7M 3J3, Canada
E-mail:
Phone:

(the “Coach”)

_____, an [individual or corporation] with an address at

E-mail: _____

Phone: _____

(the “Client”)

BACKGROUND:

The Client wishes to contract with the Coach and the Coach wishes to accept such contract. In consideration of the mutual benefits and obligations set out in this Agreement, the receipt and sufficiency of which consideration is now acknowledged, the parties agree as follows:

TERMS OF AGREEMENT:

1. Term

Effective from the Effective Date and continuing until terminated in accordance with this Agreement (the “Term”), the Client agrees to contract with the Coach and the Coach agrees to enter such contract with the Client to provide mindset coaching for those navigating adversity (the “Service”).

2. Type of Relationship

The parties agree that the Coach is an independent service provider and not an employee of the Client for any purpose. Furthermore, this Agreement will not constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from that expressly stated in this agreement. The parties also agree that the Coach does not provide any professional help of any kind including but not limited to legal, medical, educational, chiropractic services or mental health services.

Payment

- a. The Client will pay to the Coach for the Services on a fee basis as agreed to before the start of each Session.
- b. Sessions are not confirmed until they are paid for. All sessions must be paid for before the beginning of the session.
- c. The Cancellation/ No Show Policy applies to all sessions.

3. Refunds

If the Client is unsatisfied with the services provided by the Coach then a full refund will be issued if requested in writing within 24 hours of the session. If a plan is purchased any unused sessions can be refunded subject to the Cancellation/ No Show Policy.

4. Coach's Right to Cancel Service

The Parties agree that the Coach retains the right to cancel the Service or any portion of the Service at any time. The Coach will make reasonable efforts to provide the Service to the Client as planned but the Coach may be unable to provide the Service due to factors beyond the control of the Coach.

5. Cancellation/ No Show Policy

The Parties agree there are times when a Client must miss an appointment due to unforeseen circumstances, family situations, emergencies or other obligations. If a Client needs to reschedule, they must the rescheduling link in their confirmation email to cancel or reschedule with 24 hours' notice. If the Client has an emergency (illness or accident) the Coach will make reasonable efforts to work around it by rescheduling. A full cancellation fee will apply for sessions cancelled with less than 24 hours' notice for any non-emergency reason. This section will survive the Termination of this Agreement.f

6. Good Faith

The parties shall owe each other a duty of good faith and honesty in the performance of their respective obligations under this Agreement.

7. Termination

Either party may terminate this Agreement at any time with written notice to the other party, subject to the Cancellation/No-Show Policy in this Agreement. The termination is effective as of the date that notice is delivered.

11. Consent

The Client consents to the Service that is being provided by the Coach or any of the Coach's employees, agents, or sub-contractors pursuant to this Agreement.

12. Right to Refuse to Provide the Service

The Coach reserves the right to refuse to provide a Service for any reason, including but not limited to when providing the Service would be unsafe or the Service is one that must be provided by a medical professional.

13. Confidentiality

When providing the Service, the Coach agrees to keep all conversations and information with the Client private and strictly confidential. No personal ideas, information or thoughts expressed by the Client will be shared with anyone except with the express written permission of the Client. The Coach will not disclose the Client's name as a reference without the Client's express written consent. This section will survive the Termination of this Agreement.

Confidential information does not include information that:

- a. was already in the Coach's possession;
- b. is generally known to the public or in the Client's industry; and
- c. that the Coach is required by law to disclose.

14. Disclaimer

- a. The Services provided by the Coach are not intended to be a substitute for professional advice, diagnosis, treatment, medical treatment, psychotherapy, counselling, chiropractic service, or any mental health services. The Client must seek the advice of the Client's physician or other qualified health providers with any questions the Client may have regarding any mental health symptom or medical condition. It is emphasized that the Client should not disregard professional psychological or medical advice or delay in seeking it simply because of the Services provided by the Coach.
- b. Any information provided by the Coach does not replace or is not a substitute for the services of trained and licensed professionals in any field, including, but not limited to: financial, medical, chiropractic, psychological, or legal matters. In particular, the Client should regularly consult a doctor or other licensed health-care professional in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention.
- c. By using the Service or any recommended product by the Coach, the Client affirms and acknowledges that life coaching, mindset coaching and/or small business coaching are not forms of or substitutes for counselling, psychotherapy, mental health care or other medical or health care intervention of any kind.
- d. If the Client is currently under the care of a medical or mental health professional, it is the Client's responsibility to consult with that person regarding the advisability of working with a coach. If at any time the Client feels the need for professional counselling, the Client agrees to promptly seek the assistance of a licensed professional.
- e. Participating in coaching may entail risks associated with a challenging program of personal growth and development, including risks of mental or emotional upset, as well as risks that may not be foreseeable when the Client begin a coaching engagement. By participating in coaching, the Client freely and voluntarily assume all such risks and the Client acknowledge and agree that the Client are responsible and accountable for the Client's decisions, actions and results in life, and the Client agrees not to attempt to hold the Coach, and any person and company associated with the Coach and Erica Harris liable for any such decisions, actions or results, at any time, under any circumstance in perpetuity.
- f. Erica Harris and the Coach are not claiming to, nor do they provide any professional help of any kind including but not limited to legal, medical, educational, or chiropractic services etc. as it would be inaccurate and unlawful to do so.
- g. Erica Harris and this Coach make no representations or warranties concerning any action, treatment or application of medication following the information offered and provided through the Coach. The Coach will not be liable for any direct, indirect, consequential, exemplary or other damages that may result, including but not limited to injury, financial loss, illness or death. By the use of the Coach's products and services, the Client agrees to not in any way attempt to hold the Coach liable for any such actions, decisions or results, at any time, under any circumstance, now or in the foreseeable future.
- h. By use of the Services made or any product recommended by the Coach, the Client waives any claim whatsoever against and hold harmless Rise Today Consulting Services Corporation, Erica Harris, and any of its officers, member-owners, staff, and representatives that may arise from such use.

15. General

- a. **Law of Agreement.** This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of British Columbia.
- b. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same agreement.
- c. **Alterations.** This Agreement may not be amended, modified or altered except by a written instrument duly executed by both of the parties.
- d. **Assignment.** Neither party shall have the right to assign or subcontract any of its obligations or duties under this Agreement without prior written consent of the other party.
- e. **Notices.** All notices, demands and payments required or permitted to be given under this Agreement shall be in writing and may be delivered personally or by electronic mail transmission to the addresses set forth above. Any notice delivered shall be deemed to have been given and received at the time of delivery. Any notice given by electronic mail transmission shall be deemed to have been given and received on the expiration of 24 hours after it is transmitted.
- f. **Consequential Damages.** In no event shall either party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reason to know or in fact shall know of the possibility.
- g. **No Waiver.** No condoning, excusing or waiver by any party of any default, breach or non-observance by any other party at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of that party in respect of any such continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the party having those rights.
- h. **Headings.** The headings to this Agreement are inserted for convenience of reference only and shall not be used to interpret this Agreement.
- i. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- j. **Severability.** Each provision of this Agreement is declared to constitute a separate and distinct covenant and to be severable from all other such separate and distinct covenants.
- k. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this Agreement.
- l. **Successors and Assigns.** This Agreement is binding upon and endures to the benefit of the Coach and the Client and their respective executors, administrators, successors and permitted assigns.

- m. **Indemnity.** The Client will indemnify and save harmless the Coach and its directors, officers, employees and other representatives from and against all damages, liabilities, costs and expenses including legal fees and costs claimed against or incurred by the Coach's directors, officers, employees or representatives in connection with any claims by a third party arising from (a) a breach of this Agreement by the Client; (b) a misrepresentation by the Client; or (c) any negligence, act or omission on the part of the Client.
- n. **Release and Limitation.** Any claims by the Client against the Coach under this Agreement are limited to the amount payable by the Client to the Coach for the previous calendar month's fees under the terms of this Agreement.
- o. **Arbitration.** All disputes, controversies and differences which may arise under this Agreement between the Client and the Coach which cannot be resolved between them shall be settled by arbitration pursuant to the *Commercial Arbitration Act* (British Columbia). Any party desiring arbitration shall make a written demand for the same and within 30 days after such written demand is received by the other parties, the Client and the Coach shall agree upon and appoint a single arbitrator. In the event such parties shall fail to agree upon and appoint a single arbitrator within the time period set forth herein, then 7 days thereafter the Client shall designate an arbitrator and the Coach shall designate an arbitrator and both arbitrators shall within 30 days after their designation jointly designate a third arbitrator satisfactory to them who shall be chair of the arbitration panel. If the Client or the Coach fails to appoint an arbitrator or the arbitrators designated by these two parties are unable to agree upon the selection of the third arbitrator within the time periods set forth above, such arbitrator shall be appointed by a judge of the Supreme Court of British Columbia. The expenses of the arbitrators shall be paid as the arbitrators shall decide in the award. All arbitration proceedings shall be in Vancouver, British Columbia, Canada. The decision of the arbitrators shall be final and binding on the parties and judgment upon any award rendered may be entered in any court of competent jurisdiction.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement and agree it shall be effective as of the date and year first above written.

RISE TODAY CONSULTING SERVICES CORPORATION

Per:

CLIENT NAME

Authorized Signatory

Client's Signature