

Coaching Client Agreement

This Coaching Client Agreement, is made effective as of date signed, by and between the following parties:

Braiden Belnap, referred to as "Coach"

And Signee referred to as "Client"

Both Parties agree to the following terms

Article 1 - SCOPE

This agreement sets forth the terms and conditions whereby Coach agrees to provide professional coaching services (as defined below). Coach will provide coaching 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 shall continue to be that of an independent contractor relationship.

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 regarding 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 that 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.
- e) The client agrees to disclose details of the past or present psychological or psychiatric treatment. In entering into the coaching relationship, and signing the agreement, you are agreeing that if any mental health difficulties arise during the course of the coaching relationship, you will notify me immediately so that I can discuss with you appropriate steps and if any additional referrals are needed.
- f) The client can, at any point in the coaching session, declare his/her preference not to discuss a specific issue, by simply stating that they would rather not discuss this issue. The coach agrees to respect this boundary and will not attempt to forward the conversation further along those.

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:

Services to be provided by the coach to the client are face-to-face via Facetime, Zoom or In Person.

Coaching may address specific personal projects, business successes, or general conditions in the client's life or profession.

It will also include session highlights from each call. Tasks for in-between calls to move you towards your vision.

It will also include value clarification, brainstorming, identifying plans of action, examining modes of operating in life, asking clarifying questions, and making empowering requests or suggestions for action. Throughout the working relationship, the coach will engage in direct and personal conversations.

The client understands that successful coaching requires a co-active collaborative approach between client and coach. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the client's responsibility to enact or bring about the change. If the client believes the coaching is not working as desired, the client will communicate and take action to return the power to the coaching relationship. No results are promised.

The agreement, between Coach and the client, will begin on the first scheduled session and will continue for a period agreed upon.

As a client, I understand and agree that I am fully responsible for my physical, mental, emotional, and spiritual well-being during my coaching calls and between coaching calls

and after the coaching agreement ends, including my choices and decisions. I am aware that I can choose to discontinue coaching at any time, still being held liable to pay the full price of the coaching package.

As a client, I understand that “coaching” is a Professional-Client relationship I have with my coach that is designed to facilitate the creation/development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.

As a client, I understand that coaching is a comprehensive process that may involve all areas of my life, including personal, work, health, relationships, education, recreation, etc. I acknowledge that deciding how to handle these opportunities, incorporating coaching into those areas, and implementing my choices is exclusively my responsibility.

As a client, I understand that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. I understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care, or substance abuse treatment and I will not use it in place of any form of diagnosis, treatment, or therapy.

As a client, I promise that if I am currently in therapy or otherwise under the care of a mental health professional, that I have consulted with the mental health care provider regarding the advisability of working with a coach and that this person is aware of my decision to proceed with the coaching relationship.

As a client, I understand that coaching is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual, or other qualified professionals. I will seek independent professional guidance for legal, medical, financial, business, spiritual or other matters. I understand that all decisions in these areas are exclusively mine and I acknowledge that my decisions and my actions regarding them are my sole responsibility.

Article 5- WARRANTIES:

Coach represents and warrants that Coach has the knowledge, skills and experience necessary to provide the Service. Coach agrees that during the term of this Agreement, Coach will agree to provide the Services at the request of the client.

Article 6 - NON EXCLUSIVITY:

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 8 - HOLIDAYS

Coach will be unavailable on the following holidays:

July 4th, Thanksgiving, Christmas Eve, Christmas, New Years Day

Article 9 - FEES AND EXPENSES:

Client will be billed through an invoicing system for the Coaching package Client and Coach agree on. Payment is Due before the coaching sessions begin. No refunds will be offered to the client. This is a nonrefundable service.

Article 10- CANCELATION AND RESCHEDULE POLICY:

Client or Coach may, from time to time, need to cancel or reschedule any of the coaching sessions. If coach is responsible for the reschedule, Coach will become available to Client as the soonest possible opportunity within (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 rescheduled within the 24-hour period, Client agrees that they forfeit that coaching session and will not be able to reschedule. The coaching package includes a minimum of 1 session per month. Coaching sessions go for 45 minutes to 1 hour per session. Do be aware some more personalized plans may vary. The session time is the same time on each week you meet, and can be changed as needed on weeks that time doesn't work. The session end-time when set by the client and coach will end at that time no matter how late the client shows.

Article 11- REFUND POLICY:

All sales are final for Coaching packages or any products purchased from Braiden Belnap LLC. NO Refunds will be given.

Payment Schedule:

Either...

- Pay In Full

- Pay Half & Half; if you go with this option half is paid upfront and half is paid at the halfway mark of the agreement.

- Other forms of payment may be available depending on coaching services.

Additional appointments can be scheduled as needed during the coaching agreement at the rate negotiated upon these payments will be paid in advance. If you need to reschedule an appointment, please provide at least 24 hour's notice failure of doing so will result in the forfeit of the coaching session and the session paid in full.

Article 12- RECORD RETENTION POLICY

Coach and Client hereby acknowledge and agree that they have specifically discussed Coach's record retention policy. Coach will maintain communications, documents, information, and notes related to Client, in a manner most convenient for coach for the following time period: As long as necessary seen fit by Braiden of a minimum of 1 year

Article 13- RESPONSE TIME:

Client agrees to respond to Coach and vice versa no later than the following amount of time after being reached out to for communication: 24 hours

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 14- 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 information without Clients 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 Clients but that may imminently harm the Client or another individual; or (7) information about any illegal activity.

All information about the coach/client relationship will remain strictly confidential except in very rare circumstances where decreed by law; ie. where the court might issue a subpoena for the file or information.

If you wish for me as your coach to speak to someone outside our interactions about our interactions, then you need to give me written permission (original letter, text, or email) to do so. Exceptions to the confidentiality of course relate to circumstances such as intent to seriously harm someone, child abuse etc. Otherwise, all your information is

confidential.

It is also important to note that in some situations, it is important to be aware of the use of technology in that for some clients, there is a risk in using certain media such as the internet, mobile phones, and cordless phones. If you use these to communicate with me, then I will assume that it is appropriate to continue to do so in my interactions with you.

Article 15- TERMINATION:

This Agreement will automatically terminate after the agreed upon amount of coaching sessions have been completed. The parties may choose to renew this Agreement, with all of its terms and conditions. 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.

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 Service because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or any discontinuance of business of the Client in any manner, or the filing of any petition by or against the Coach under federal or state bankruptcy or insolvency laws.

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

Article 16 - 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 17 - LIMITATION OF LIABILITY

Coach's liability in contract, tort or otherwise arise through or in connection with the 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 18-

This 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 and signed by both parties.

Article 19- Memberships

Client understands that the Membership options is a monthly subscription based program. Client agrees to paying monthly membership fee. Subscription can include access to different courses, live class with Braiden Belnap and other members once a week with Q&A, Community, Exclusive content. Guest speakers, Early access to product drops and other events. Once subscribed as long as the client stays subscribed Client will be charged that subscription fee until subscription is canceled. If Client terminates membership to re-enter into group Client will have to pay current subscription fee. When subscribed to a membership Client is agreeing to the rules stated in the Facebook Groups as well as what's inside this agreement. Any failure to abide by those rules can result in termination of Clients subscription by Braiden Belnap's team. Clients must sign and agree to this contract within 72 hours of being accepted into the Membership. If Client fails to do so, Client will be removed from Group membership until the contract is signed. No refund will be given in any circumstance for this membership. I agree that I will be the only one viewing the content from Memberships. Failure to abide by this agreement will result in being removed from the membership.

Article 20- Subscriptions

Client understands that any subscription course is a monthly subscription based program. Client agrees to pay a monthly fee. Once subscribed as long as the client stays subscribed Client will be charged that subscription fee until subscription is canceled. If Client terminates membership to re-enter into subscription Client will have to pay current subscription fee. When subscribed to any subscription from Braiden Belnap Client is agreeing to the rules stated for that subscription. Any failure to abide by those rules can result in termination of Clients subscription by Braiden Belnap's team. No refund will be given in any circumstance for any subscriptions from Braiden Belnap.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows

Client: Signee

Signature: Signed once form acknowledging agreement is submitted through Google Forms

Coach: Braiden Belnap

Signature: *Braiden Belnap*