

## Coaching Agreement

### Quick Overview:

Your 50-minute coaching session must be used within six months of purchase.

**Payment & Scheduling.** Appointments and payments (via PayPal) are collected through the Calendly program. Coaching sessions take place via Zoom.

**Cancellation/Rescheduled/No-Show Policy.** I know you value your writing life, and you'll make every effort to show up to your scheduled coaching session on time and prepared. But I also know that life happens (the car breaks down or you're sick).

If you need to reschedule your session, you must notify me at least **48 hours** in advance.

*If you do not provide proper notice or if you are more than 10 minutes late to your session, you will not receive a refund or the opportunity to reschedule.*

## Coaching Agreement

By checking the box "I agree" and signing your name on this page, you enter into the following agreement as a client with April Dawn White

**This Agreement is entered into by and between:**

**April Dawn White of April Dawn White, LLC ("Coach")**

[April@aprildawnwhite.com](mailto:April@aprildawnwhite.com)

**And the party whose signature appears above as ("Client")**

**Whereby Coach agrees to provide coaching services ("Services") for Client focusing on the Client's writing goals as detailed in this Agreement.**

### 1. Purpose of the Agreement

Client wishes to hire April Dawn White to provide one-on-one coaching services relating the Client's writing goals as detailed in the Agreement. Coach has agreed to provide such services according to the terms of this Agreement.

### 2. Procedure

The time of scheduled coaching meetings will be determined by the Coach and Client based on a mutually agreed upon time through Calendly. The Client will initiate all scheduled calls through the Zoom link provided. Coaching sessions via Zoom will be recorded and stored in a secure password protected location. Clients can request the recording.

### **3. Booking & Payment**

Coach will accept payments and appointments using the **Calendly** program. Clients must provide payment through the Calendly software via **PayPal** prior to booking a session. Coach will not accept payment through any other form.

### **4. Cancellation Policy**

Client agrees that it is the Client's responsibility to notify the Coach of a cancellation 48 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting/no-show. It is the Client's responsibility to reschedule a cancelled session through Calendly. Clients more than 10 minutes late to the scheduled session, you will not receive a refund or the opportunity to reschedule.

### **5. Failure to Perform Services.**

In the event Coach cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- Attempt to find another competent professional to take its place with the mutual agreement of Client(s);
- If another competent professional is not available or Client(s) do not agree to transfer of obligations to said alternate professional, Coach will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
- Excuse Client(s) of any further performance and/or payment obligations in this Agreement.

### **6. Record Retention**

The Client acknowledges that the Coach herein discloses her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship: all sessions are recorded and stored for proof-of-session purposes, and Coach keeps notes in order to recall details Client has shared for the purpose of providing the highest-quality sessions. Such records are private and confidential except in such cases as outlined in Section 5. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 2 years. The Client may request a viewing link to any recorded session during the duration of the Coach-Client engagement.

### **7. Artistic Release**

Client has spent a satisfactory amount of time reviewing Coach's work and has a reasonable expectation that Coach will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

However, Client understands and agrees that:

- Every client is different, with different tastes, values, and needs;
- Coach services are often a subjective art and Coach has a unique vision, with an ever-evolving style and technique;
- Coach will use its coaching philosophy when providing Services for Client, which may not include strict adherence to Client's suggestions;
- Although Coach will use reasonable efforts to prioritize and incorporate Client's suggestions and desires when providing Client with the Services, Coach shall have final say regarding the style and delivery of the Services.
- Dissatisfaction with Coach's coaching style and philosophy are not valid reasons for termination of this Agreement or request of any monies returned.

## 8. Confidentiality & Privacy

Coach will take reasonable measures to ensure Client's privacy and confidentiality. Client consents to each session being recorded for verification purposes only. Client retains the right to request the video recordings for their own records and review. Coach will keep all communications with Client confidential unless there is a reasonable threat of harm to the Client or someone else or if the Client gives written or verbal permission for the coach to break confidentiality. Coach will take reasonable measures to protect your personal information and your content from loss, misuse, and unauthorized access, disclosure, modification, and destruction and to ensure that your content remains protected and available to you. Transmission of data via the internet is not completely secure. Coach does not guarantee the security of data transmitted through its products and services. Client assumes all risk when sending communications and data over the internet and agrees to relieve and hold Coach harmless as a result of any loss, misuse, or theft of personal data.

**Project.** The Client expressly agrees to take best efforts to provide Coach and Coach's staff with safe and appropriate working conditions. In the event of circumstances deemed by either Coach or a bystander to present a threat or implied threat of injury or harm to Coach staff or equipment, the Coach reserves the right to cancel all services remaining under this Agreement and leave the event.

## 9. Intellectual Property

**Copyright Ownership.** If any copyrighted work(s) are created as a result of the Services provided by Coach in accordance with this Agreement, Coach owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. All products, whether tangible or intangible, produced or

created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Coach, and may be used in the reasonable course of Coach business.

## **10. Limit of Liability**

Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Coach. Client agrees to indemnify, defend and hold harmless Coach and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Coach provides to Client.

## **11. Appropriate Conduct/ Safety, Confidentiality & Privacy**

The Client expressly agrees to take best efforts to provide Coach and Coach's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to Coach staff, Coach will make reasonable efforts to notify the Client. If the Client is able to respond to the threatening situation in a reasonable amount of time, Coach shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client will agree to relieve and hold harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the Coach's work. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Coach resumes work detailed in this Agreement

Health & Safety. Client further understands that Coach complies with all health and safety laws, directives, and rules and regulations. Client expressly agrees that during the session Client and Client's agents shall not carry weapons or firearms, be exposed to severe illness, or request the Coach to do anything illegal or unsafe. Further, Coach will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, Coach reserves the right to end service coverage immediately and/or leave the session. Coach shall be entitled to retain all monies paid and Client agrees to relieve and hold Coach harmless as a result of incomplete event coverage, or for a lapse in the quality of the Coach's work.

## **12. Entire Agreement**

This document reflects the entire agreement between the Coach and the Client, 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.

## **13. Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 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.

#### **14. 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.

#### **15. 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.

#### **16. Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Virginia, without giving effect to any conflicts of laws provisions.

#### **17. Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. Please sign and return one copy of this Client Agreement prior to scheduling a coaching meeting. Retain a copy for your records.