Coaching Agreement

Danni Duncan

Coaching Agreement

This Coaching Agreement (the **"Agreement"**) is entered into on the of the purchase by and between myself (the **"Coach")** and you (the **"Client"**), collectively "the **Parties.** "

Purpose of Agreement: The purpose of this Agreement is to develop a coaching relationship between the parties in order to cultivate the Client's personal, health and fitness goals and create a plan to carry out those goals through stimulating and creative interactions with the ultimate result of maximizing the Client's personal and/or professional potential **("Coaching Services").**

The Parties agree as follows:

1. Coaching Goals.
The client wishes to obtain Coach's services in order to achieve the following goals/to maximise the following area of his/her life:

- Six coaching calls over Zoom for a period of 12 weeks
- Voxer/Email Support with a response within 24 (business) hours
- Fitness guidance: Step goals, movement goals, accountability
- Access to Fit by Danni Duncan app (during the period of coaching)

2. Coaching Fees.
In exchange for coaching services, **the Client** agrees to pay **the Coach** the following fees and according to the following schedule:

- Danni Duncan: a total of 3,900 paid either upfront or over the course of 12 weeks - $300 upfront and $300/week for 12 weeks.

3. Coaching Schedule.
The Parties agree to meet at a date & time agreed upon by both parties (online or a phone call) for up to 1 hour for a period of 6 sessions. **The Coach** will be available by Voxer and/or email with reposes within 24 business hours.

4. Coach-Client Relationship – Duties & Responsibilities.
A health and/or fitness/life coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead more like a teacher-student relationship. Each party must uphold their obligations for the coaching relationship to be successful.

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- **Client** agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote herself to the coaching process.

- **Client** acknowledges and agrees that coaching is a comprehensive process that may explore different areas of her life, including health, fitness, work and relationships, but it is ultimately the Client's decision how she incorporates coaching into each aspect of life.

- **Client** is solely responsible for implementing the techniques discovered through coaching.

5. Confidentiality.
This coaching relationship, as well as all information (physical or verbal) that **the Client** shares with **the Coach** as part of this relationship, is bound by the principles of confidentiality set forth in the Code of Ethics. **The Coach** agrees not to disclose any information pertaining to **the Client** without the Client's written consent.
BE ADVISED: the Coach-Client relationship is not a relationship protected by legal confidentiality (like doctor-patient or attorney-client). As such, **the Coach** could be required to divulge otherwise confidential information to authorities.

6. Termination of Agreement.
Cancellation. If, after signing up to this program, you change your mind, you may cancel this agreement. Any amounts you have paid prior to the date of cancellation, including the initial deposit, will be non-refundable. We will however, release you from any further payments.

7. Installation Payments.
If we have agreed that you may pay by instalment, you must pay each instalment to us in full by the instalment payment date. If you miss or are late with one installment, you agree to pay a late payment fee of $50 (plus GST, if any). If you miss two or more instalments payment, then you agree that we can charge you a late payment fee of $50 (plus GST, if any) per late payment or (if we chose to obtain immediate full payment under this agreement) that all amounts under this agreement become due and owing and must be paid to us immediately, without off-set, counterclaim or delay.

We will let you know if we want you to pay the full amount of the contract at that time, if we do not ask for the full amount of the contract, then we will accept the late payment fee of $50 (plus GST, if any) per late payment. If any payment dates are not met, we reserve the right to require immediate payment in full or to cancel this agreement and no refund or credit will be given.

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9. Limited Liability.
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 for any indirect, consequential or special damages. Notwithstanding any damages that the Client 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 to the Coach under this Agreement for all coaching services rendered through and including the termination date. The Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

10. 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.

11. 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.
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Executed as an Agreement (*When read online)