



ONE-ON-ONE COACHING AGREEMENT

This is an agreement between Nicole Ellis Coaching, LLC (“Company”), and _____ [Client name] (“Client”) made on _____ [today’s date] (“Effective Date”).

Client contact information will be used for delivery of program materials and coaching sessions.

FORMAT

1. This Agreement provides access to a 6-week life coaching program entitled “STOP the FIGHT!” as follows:
 - a. Four (4) one-on-one coaching sessions (30 min. each) with Nicole Ellis (“Coach”), to be scheduled as provided for in this Agreement.
 - b. Weekly email prompts, enrichment activities or optional group sessions is at the option of the Coach to Client’s email address; and
 - c. Daily access to Coach (one exchange per day) via email Monday thru Friday.
2. One-on-one sessions shall be scheduled for a date that is **within 6-weeks** of the Effective Date of this Agreement, using the scheduling link available at <https://www.happinessperspective.com/buynow>. Unused sessions are forfeited at the expiration of the 6-week period, without refund.
3. Coaching sessions take place by zoom, and the video session will be initiated by Coach.
4. This Agreement does not include done-for-you services of any kind.

FEES

5. Payment for the Program is one payment of \$500 USD due at sign up.
6. Acceptable payment methods: Credit cards, PayPal.



RESCHEDULING OF ONE-ON-ONE COACHING SESSIONS

7. **Twenty-four (24) hours' notice by email or via the online calendar at <https://www.happinessperspective.com/buynow> is required to reschedule. Failure to provide notice results in a forfeited session.**

CONFIDENTIALITY

8. Information shared in coaching sessions is confidential and not shared outside the session unless mutually agreed upon and documented in writing by Coach.

Confidentiality Exception: If Coach is required by law to make disclosure regarding the information shared in a coaching session, or where Coach has a good faith belief that disclosure of such information is necessary to comply with the law; or to protect Coach's rights or property; to avoid harm to the Coach, Client, or a third party; or to respond to an emergency, Coach will limit disclosure to essential information.

ACCESS AND INTELLECTUAL PROPERTY

9. Occasionally the contents of the online portal and access to Coach may have to change based on Company needs, available technology, and factors outside the Company's control. The Company will replace or substitute the items included in this Agreement, if it determines it is necessary to do so in its sole discretion, with something similar of equal or greater value.

10. **Ownership of Written Materials.** As a Program participant, you will have one license to view written materials provided by Company. You do not have ownership of this information, which is protected by federal copyright laws. You may not copy, re-engineer, distribute, or otherwise provide access to this information to any other person,



for free or paid, in whole or in part, without express written consent of Company, which it may withhold for any reason, and purchase of a license (prices start at \$2,500.00).

Failure to abide by this policy will result in termination of access to the materials and issuance of an invoice for the license fee.

11. Nicole Ellis Coaching, LLC protects its names! You are not receiving permission to use trade and service marks of the Company, including its name or the Program name, or any other mark owned by the Company.

TERMINATION

12. Client may choose to discontinue the coaching portion of the Program at any time, for any reason, subject to the refund policy in this Agreement.

13. Coach may discontinue the coaching relationship for the following reasons:

- a. Client, if paying in installments, fails to make payment (by choice or because the payment method is cancelled, declined, or otherwise unavailable) within 7 days of the due date. No refund shall issue in this circumstance and no further sessions shall be conducted and access to Program materials shall be revoked. Client acknowledges that this is a 6-week Program, and not a pay by month, or pay for partial access, option, which would not be fair to those who commit to the entire 6-weeks.
 - b. Coach determines, in her sole discretion and without requiring disclosure of the reason, that the relationship must terminate. In this circumstance, Coach will provide a pro-rated refund of \$125 for each of the remaining sessions.
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REFUNDS

14. **There is a 48-hour no questions asked refund available.** The refund request must be made by email by the end of the 48th hour from purchase, to nicoleelliscoaching@gmail.com.

Nicole Ellis Coaching, LLC considers this policy a material inducement to entering into this Agreement and would not have done so unless this 48-hour policy were included. If you initiate a chargeback after that, Nicole Ellis Coaching, LLC may issue an additional \$250 fee to you.

DISPUTES

15. This Agreement is made and shall be enforced according to the laws of the State of Utah without regard to its conflicts of law principles. Client agrees to submit to personal jurisdiction in the Nibley, Utah, as the sole forum in the event of a dispute under this Agreement.

16. Any claims arising from this agreement for losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, shall be limited to the amount paid hereunder.

OTHER

17. This Agreement, any business policies and credit card authorization form, is the final and complete agreement between the parties hereto, and any changes must be made in writing and signed by both parties. A waiver of one provision shall not be deemed a continuing waiver or a waiver of any other provision of this Agreement.



18. By signing this Agreement, Client agrees to its terms and acknowledges that he or she has read and understands the Disclaimer available at <http://www.happinessperspective.com/disclaimer> and which is incorporated herein by reference.

Client Signature: _____ Date: _____