**MICHELLEHEXT.COM**

**COACHING SERVICES AGREEMENT**

This agreement is between the Coach, Michelle Hext of CRUNCH ENTERPRISES and the Client.

This Agreement covers your coaching package, constituting of the following structure.

**GUIDELINES**

Your coaching will commence following the acceptance of this agreement and the receipt of payment.

The Coach will call the Client on the arranged time to the pre-arranged phone number/zoom address at the scheduled session time.

The Client will give the Coach 24hours of notification if the session needs re-scheduling. This is via email to [mh@michellehext.com](mailto:mh@michellehext.com)

If the Client needs to re-schedule less than 24hours in advance, or worse case, forgets the call, the session will be considered completed and will be counted towards your coaching program.

If the Coach is unavailable due to unforeseen circumstances the same notice period should be given to the Client where possible and the session will be rescheduled.

**OUR COACHING RELATIONSHIP**

Our coaching relationship is a partnership. The Coach’s sole focus is to empower the Client to attain the results she desires.

In order to achieve the desired results, The Client must do their part by following through on the commitments they make.

The Client enters into the coaching program with the understanding that the Client is responsible for creating her own decisions and results.

Your Coach gives specific advise and suggestions, however it is ultimately the Clients responsibility for making her own decisions and determining the best course of action.

**Clients Responsibilities:**

* Be on time for each session
* Complete any pre-session work (if applicable) 24hrs in advance and
* Follow up on actions in-between meetings
* Turn off all distractions
* Let the Coach know if the approach is not working as quickly as possible.
* Be honest and transparent about action taken or avoided
* The client will not share any tools or resources supplied by the coach to a third party, this will be deemed an infringement.

**Coaches Responsibilities:**

* Be on time for each session
* Hold all information completely confidential
* Facilitate Clients progress towards her goals
* Provide tools and further resources to advance the Clients results

**CONFIDENTIALITY**

Our personal coaching relationship is completely confidential.

The Coach recognizes that the client may disclose future plans, business affairs and personal and financial information.

The Coach will not at any time share this information with a third party.

The Coach recognizes that the client may have future plans, business dealings and proprietary information.

The Coach will not at any time, either directly or indirectly, use any such information for her own benefit.

The Coach will not divulge that the Coach and the Client are in a coaching relationship without express consent of the client.

**COMMUNICATION**

All communication between sessions will take place via email, you can contact michelle at [mh@michellehext.com](mailto:mh@michellehext.com)

All coaching sessions will be conducted via zoom or phonecall unless otherwise agreed as part of the agreement.

The coach will not respond to text messages or social media messaging unless otherwise permitted by the coach.

The coach will respond to any communication between sessions within 3 working days but usually sooner.

**TERMINATION OF AGREEMENT.**

The term of your specific package is the required minimum commitment to your results, which the Client must take seriously.

Neither party may terminate this agreement without cause, and based on written notice thereof, allowing a right to cure within a 7 days notice.

Cause shall be defined as a material breach of the terms of this Agreement.

**INDEMNIFICATION**

The client shall indemnify and hold the Coach harmless from any loss or liability arising from actions taken or situations created as a result of the coaching and mentoring relationship.

**FEES**

Unless otherwise agreed all fees will be paid in full at the commencement of the coaching period.

There is a no refund policy on all coaching programs.

In the option of payment plans, the first payment will be deducted prior to the first session from your chosen account upon signing up and thereafter at the agreed payement schedule until the full amount is paid in full.

Any late/failed payment fees will be charged at the discretion of the billing agent and any enquiries pertaining to these charges are to be relayed directly to the billing agent.

It is up to The Client to contact EZYPAY immediately to rectify any missed payments or to advise of a change in account details.

The coach also has the right to charge a late payment fee of 1% of the outstanding amount per day until the full amount is settled.

**INTELLECTUAL PROPERTY OWNERSHIP**

The Coach shall retain all copyright, patent, trade secret and other

intellectual property rights Coach may have in anything created or

developed by Coach for Client under this Agreement (“Work

Product”).

Coach grants Client a non-exclusive limited license to use Coaches

Work Product for the purpose of development and sales of the specific

product, but not for the purpose of marketing said Work Product

separate from this project.

This license shall expire at the conclusion of this Agreement and may

not be transferred by Client.

This license is conditioned upon full payment of the compensation due

to the Coach under this Agreement.

Both parties also acknowledge that Client shall provide to Coach certain items of intellectual property of the Client, and as to which Coach has been granted a non-exclusive limited license

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**Date:**

**Name:**

**Signed:**