



Private Coaching Contract

This agreement constitutes a binding contract for nutrition coaching services between Lauren Smith Nutrition, LLC (hereinafter "Company") and _____ (hereafter "Client").

This Agreement governs all terms for The Sorority Nutritionist Private Coaching Program. The Client and Company will reserve the date and time ranges agreed upon and will not make another reservation for the specific date and time frame. For this reason, all retainers are non-refundable, even if the date is changed or if life events occur, such as moving, travel, Acts of God, or unexpected situations.

1. Scope of Coaching Program

As part of the Program, Company shall provide the following to Client:

- Access to the The Sorority Nutritionist Membership in Kajabi during the Program period. This access ends immediately upon the end date of the program.
- 3 months of private coaching calls during the Program period.

Additional details about the Program are located on the Sales page which is available here:
<https://the-sorority-nutritionist.mykajabi.com/private-coaching>

2. Program Terms

After purchasing the Program, Client will receive access to the exclusive content and coaching calls. Client shall only have one license to access the Program and use Program materials. Client understands and agrees that the Program materials may not be shared with any third party. In the event Company suspects that the Program is being shared by Client or that Client has shared his/her log-in information with another party, Company reserves the right to immediately terminate Client's access to the Program in its sole discretion.

3. Coaching Calls

The Program includes monthly private coaching calls that will be conducted via Zoom. Client understands that calls will not go over time. All coaching calls will be scheduled in advance and Client must make time in his/her personal schedule to attend all coaching calls. Client understands that coaching calls will only occur during the package time frame and acknowledges that calls will not rollover. All calls must be completed by the end of the coaching program agreed to in this Agreement.

4. Fees

In consideration for the coaching services provided by Company, Client agrees to compensate the Company the amount agreed on the attached invoice.

Until payment is received, the Client is not officially enrolled in the program. Once the payment is received, the payment is a non-refundable, non-transferable deposit for accountability coaching services.

There are no additional coaching services, calls, emails and time offered beyond the scope of the Program.

5. Refunds

In the event that this Agreement is terminated as provided for herein, no portion of any payments of any kind whatsoever shall be owed or be refunded to Client.

Client understands that results are not guaranteed as nutrition coaching is contingent on the Client putting in effort to follow the best practices, advice and meal plan as outlined in the Company's service calls and the individual client.

6. Term and Termination

This Agreement shall commence on _____ and shall continue for three months. Client may terminate this Agreement upon giving 30-days written notice to Company, and no refund will be given. Notice may be given via email. If such notice is given, Company is not required to refund Client any amount. If Client has elected a payment plan, the balance of all payments remains due and shall be paid. Termination does not suspend or eliminate future payments.

Company may terminate this Agreement in the event Client breaches contract. In the event of a termination by Company, no refund will be due to Client for fees already paid.

7. Enforcement of this Agreement

Each party will be responsible for their respective legal fees related to review of this Agreement; however, Client agrees to pay all of the Company's future legal fees, including appellate fees and all suit costs, should it be necessary to bring legal action to enforce the terms of this Agreement.

8. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, void, or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

9. Governing Law

The laws of the State of Massachusetts shall govern the validity, construction, interpretation, effect and enforceability of this Agreement.

10. Mediation

If any dispute, controversy or claim arises out of, or relates to this Agreement, or breach, termination or validity thereof, the parties agree the Company reserves the option to enforce this Mediation provision of the Agreement. Enforcement by the Company by written notice to the opposing party would require the parties to first try, in good faith, to settle the dispute by mediation.

11. Communication

Company is generally available to provide services during normal business hours defined as Monday thru Friday 9:00 am to 4:00 pm, excluding national holidays. **Company WILL ONLY answer 1-on-1 communication through email communication and/or Asana.** Company **WILL NOT** answer any emails or direct messages on social media from Client, except as provided otherwise herein.

Company will respond to Client within 72 hours during business hours, including any check in reviews. Client agrees and understands that Company may close for holidays and vacations off throughout the year. Company will notify Client within 7 days via email of these time periods and parties will work together to ensure all services are completed and/or scheduled for any time off.

Coaching phone calls will occur via Zoom.

12. Copyright

All coaching services, documents, emails, emails, blogs, digital files, paper documents, and any other work created by Company in relation to this Agreement is the exclusive and sole property of Company and are protected by United States Copyright Laws (USC Title 17). Client hereby agrees that Company's course and content is owned by Lauren Smith Nutrition, LLC and is not to be used for purposes beyond client implementation. Violators of this federal law will be subject to its civil and criminal penalties.

All original materials provided by Company to Client are owned by Company. Any original materials are provided for Client's individual use only. Client is not authorized to use or transfer any of Company's intellectual property. All intellectual property remains the property of Company. No license to sell or distribute is granted or implied.

13. Confidentiality

Client shall not (i) disclose to any third party any details regarding the business of the Company, including, without limitation the names of any of its course materials, coaching materials, clients, its plans, its coaching strategies, any of the Company's trade secrets or any other information pertaining to the business of the Company (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the

Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company. Company will not use Client's name for advertising, press releases, announcements or any promotional purpose, including on its website, without the prior written consent of Client.

All information disclosed by Client in the coaching program is confidential and may not be revealed to anyone without Client's written permission (in email). Please note that our relationship does not fall under HIPAA guidelines due to the nature of our coaching relationship and the community setting.

14. Disclosure of Information or Program Materials

Client agrees not to, either during the term of this Agreement or following the termination or expiration hereof, disclose to any person or entity any information or coaching/program materials of the Company, which Client may have acquired in the course of the coaching services provided, which might negatively impact or jeopardize the Company, the reputation of the Company, or the reputation of any agent, employee, or other client of the Company, unless require to do so by applicable law or any rule or regulation. The Client will not disclosure or publish the Company's coaching materials or handouts to any third party. Violation of this provision would entitle Company to liquidated damages in the amount of \$50,000.

15. Consent

By signing this contract, you are agreeing to engage in health coaching, which was created by a registered dietitian. You understand and agree that the program is not medical nutrition therapy and the accountability coach will not be working with you personally as a registered dietitian.

When a person changes their diet including food, drink and/or supplement choices, there are risks involved including but not limited to illness, digestive problems, weight changes, allergic reactions or reactions with medications that can cause injury or death. By signing this document, Client understands that the Company is not responsible for the potential consequences from following this program and shall not seek legal action against Lauren Smith Nutrition, LLC. or any of its employees or agents.

16. Termination of Services

By signing this contract, Client understands that Company may terminate the agreement via email to the Client if the Company believes that nutrition coaching is not appropriate or safe for the Client.

17. Termination of Services

Client is entitled to a referral fee of up to \$750 per referral for any referral who subsequently becomes a new client of the small group coaching program at Lauren Smith Nutrition, LLC. This referral fee will be paid by Lauren Smith Nutrition, LLC within 30 days of notice of such referral.

IN WITNESS WHEREOF, the Parties have hereto have duly executed this Agreement as of the day and year below.

Dated: _____

Lauren Smith Nutrition LLC

Client Name: _____
