



COACHING AND CONSULTING AGREEMENT

Please review, complete, and sign this agreement prior to our scheduled session.

This agreement (the "Agreement") by and between Seamless Success, LLC (hereinafter known as the "Company") and You (hereinafter known as the "Client") will begin on (Effective Date) _____ . WHEREAS, Company is the creator, founder, and owner of Seamless Success™ Coaching and Consulting, which provides on-line, telephone, and in-person coaching services in the field of business education and personal development. In addition, the Company provides products and additional consulting services to enhance the overall coaching experience (collectively and hereinafter known as the "Program"). WHEREAS, Client desires to participate in the program, which includes, but is not limited to telephone coaching and training calls. The Company accepts your offer to participate as a Seamless Success™ Coaching participant and this Agreement is a binding contract between you and the Company and applies to your participation in the program.

NOW, THEREFORE, the parties agree as follows:

Program Title: _____

Program Terms: _____ VIP Day(s), _____ Months _____ Follow up Session
_____ Additional

Commitment Period: From _____ through _____

Fee \$ _____ Session Day Thursday _____

Session Time _____ Number of Sessions per Program _____ VIP Day _____ (plus
45 minute follow-up session) _____ per Month _____

Duration of Session _____

BASIC GUIDELINES:

1. Client and coach are present at scheduled time
2. Client pays coaching fees in advance
3. Client pays for long-distance phone charges, if any.
4. As a client. You understand and agree that you are fully responsible for your physical, mental, and emotional well-being during your coaching sessions, including your choices and decisions.

5. You understand that “coaching” is a professional–client relationship you have with your coach that is designed to facilitate the creation/development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.
6. You understand that coaching is a comprehensive process that may involve all areas of your life, including work, finances, health, relationships, education, and recreation. You acknowledge that deciding how to handle these issues, incorporate coaching into these areas, and implement your choices is exclusively your responsibility.
7. You understand that coaching does not involve the diagnosis or treatment of mental health conditions as defined by the American Psychiatric Association. You understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care, or substance abuse treatment and you will not use it in place of any form of diagnosis, treatment, or therapy. You understand that even though Tiffany deSilva is a Licensed Social Worker in the State of Ohio, coaching does include the rendering of psychotherapeutic advice or services and no therapist-client relationship is created or implied by this agreement.
8. If you are currently in therapy or otherwise under the care of a mental health professional, you will consult with the mental health provider regarding the advisability of working with a coach and that this person is aware of your decision to proceed with the coaching relationship.
9. You understand that information will be held confidential unless you state otherwise, in writing. Except as required by law or in the instance of serious physical threat or imminent danger to yourself or another person.
10. You understand that certain topics may be anonymously and hypothetically shared with other coaching professionals for training, certification, OR consultation purposes.
11. You understand that coaching is not to be used as a substitute for professional advice by legal, tax, accounting, insurance, medical, financial planning, or spiritual professionals. You will seek independent professional guidance for legal, tax, accounting, insurance, medical, financial planning, spiritual, or other matters, You understand that all decisions in these areas are exclusively yours and you acknowledge that your decisions and your actions regarding them are your sole responsibility.

In consideration for the furnishing of services by Seamless Success, LLC, Client and Seamless Success, LLC hereby acknowledge, understand and agree to the following Terms and Conditions:

Financial Responsibility: You hereby acknowledge that Tiffany deSilva, Seamless Success™, LLC, in offering the Program have made every effort to accurately represent the Program and its potential benefits. Results can and do vary, therefore the Company makes no guarantees. Any testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual’s success depends on many factors including but not limited to market forces, access to technology, his or her background, dedication, desire, skill set, and motivation. As with any business endeavor, there is inherent risk of loss of capital and there is no guarantee you will earn any money. Your own financial and business success is within your own control and you hereby waive and release Tiffany deSilva, Seamless Success™, LLC from any and all liability whatsoever arising directly or indirectly from your participation in the Program or use of

the information or materials in your business. By signing below you also acknowledge that you have represented to the Company that payment of your Program fees will not place significant financial hardship on you or your family and that any actions you take in response to coaching, advice, or information acquired in the Program, and their consequences, are your sole responsibility.

Payment Authorization: You acknowledge that your entire fee, whether paid in full or monthly installments, must be paid regardless of whether you actually attend or complete the Program. By signing below, you agree that even if you choose at some future point to no longer participate, remove or cancel yourself from the program prior to the above agreed upon Commitment Period and that no refunds will be issued and all scheduled payments must be paid on a timely basis whether you choose to complete the program or not.

Termination: By signing below, you agree that the Company reserves the right to limit, suspend, or discontinue services at the discretion of its coaches, instructors, authorized agents or representatives, without refund, if the participant becomes abusive, threatening, difficult to work with, fails to follow the Agreement, or impairs the participation of Program Coaches/Instructors, or other Participants.

By signing below, you also agree that if you miss or fail to show up to any scheduled coaching calls, you lose the session and cannot reschedule it. Client also understands that any/all scheduled coaching calls, VIP Days, or other benefits expire at the end of the Commitment Period, and will not be carried over. It is important to note that your benefits MUST be used during the Commitment Period.

Confidentiality: The Company respects your privacy and we must insist that you also respect our privacy, and that of any other participants. In the course of your participation in the Program, confidential proprietary information, plans, ideas, and trade secrets will be revealed by Company and by Participants. You agree that you will not disclose such information to any person or entity outside of discussions during Program sessions and will not use any confidential or proprietary materials acquired by you through the Program for any purpose whatsoever outside of the Program, whether commercial, educational or otherwise. By signing below, you acknowledge that all confidential material and information revealed to you is and remains the sole intellectual property of the Company or the participant who revealed it. (1) For the purpose of the Agreement, Confidential Information shall mean any information and data of a confidential nature, both business and personal. (2) All Confidential Information exchanged between parties pursuant to this Agreement: (a) shall not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees, contractors, or associates who have a reasonable need to know said Confidential Information. (b) shall not be used by the receiving party for its own purposes or any other purpose except the purpose set forth and in business arrangements with the disclosing party except as otherwise expressly stated herein, without the express written permission of the disclosing party. (3) Unless otherwise mutually agreed in writing, or unless disclosure is required by law or subpoena, the receiving party's obligations hereunder with respect to each item of Confidential Information shall never terminate. (4) Information disclosed to receiving party that represents a harm or danger to the client or another identifiable person may be disclosed by receiving party.

Disclaimer: The Program Instructor(s) and Coach(es) are not qualified to provide legal, tax, accounting, insurance or financial planning advice and the information they provide is not intended as such. By signing below, you agree that you will refer all legal, tax, accounting, insurance, and financial planning related inquiries to the appropriate professionals.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL Seamless Success, LLC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, PERSONAL OR PORPERTY DAMAGE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

Indemnification. Client shall pay or indemnify, protect, defend and hold Seamless Success, LLC harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums that may be incurred or suffered by Seamless Success, LLC unless such loss or damage is directly related to Seamless Success, LLC's non performance under this agreement. Seamless Success, LLC shall not be responsible for injury or damage caused by third parties and Client represents and warrants that Client has obtained or will maintain appropriate levels of homeowner's insurance.

Miscellaneous: The terms of this Agreement shall be binding upon parties. This Agreement constitutes the understanding between the parties; its terms can be modified only by a written amendment to this Working Agreement, signed by both parties. This Agreement shall be governed in all respects by the laws of the State of Ohio. The parties hereto hereby consent to the jurisdiction of the courts of the State of Ohio in Franklin County. Neither Consultant nor Company shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.

Print Name

Signature

Date
