

HOPE*WRITERS

COACHING

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Client Coaching Agreement

By clicking "I agree" and signing your name at checkout, you enter into the following agreement as a client with hope*writers.

Parties:

Known as "Provider"
HOPEWRITERS, LLC
coaching@hopewriters.com
and
Known as "Client"
Party signing above

Collectively, all of the above people or businesses entering this Coaching Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire hope*writers to provide one-on-one coaching services relating to Client's writing goals as detailed in this Agreement. Provider has agreed to provide such services according to the terms of this Agreement.

Terms

Services

Services. Provider shall provide Client with one-on-one coaching services delivered via 50-minute video call.

Delivery of Services. Provider will provide all Services by 181st day of the Agreement unless otherwise specified in this Agreement. The Client must schedule and attend the coaching session within a six-month period, beginning the day of this Agreement.

Cost, Fees, and Payment

Cost. The cost of each coaching session is \$97, due in full before any services are rendered. Current hope*writers members may apply a 15% loyalty discount and pay \$82.45. The total cost ("Total Cost") for all Services included in the package is equal to the cost of a coaching session multiplied by the number of sessions purchased (e.g. \$291 for 3 sessions, \$582 for 6 sessions).

Cancellation, Rescheduling, and No-Shows

Notice. Parties shall provide effective notice (“Notice”) to each other via email or Calendly within one business day to reschedule or cancel services. If Client does not show within 10 minutes of a scheduled session, or does not give one or more business days’ notice to cancel or reschedule, Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. For instance, if Client is scheduled for Services at 10 a.m. ET on Monday, the Client must reschedule the session before 10 a.m. ET the previous Friday.

Cancellation, Rescheduling of Services, or No-Show Client. If Client desires to reschedule Services, or if it becomes impossible for Provider to render Services due to the fault of the Client or parties related to Client, Client shall provide notice to Provider as soon as possible via the Notice provisions detailed in this Agreement. Provider has no obligation to attempt to reschedule Services to fill the void created by Client’s cancellation, rescheduling, or no-show; and Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, inadequate notice of rescheduling, or failing to show up for the scheduled coaching session, unless the Parties otherwise agree in writing.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created by the Provider as a result of the Services in accordance with this Agreement, Provider owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Provider and may be used in the reasonable course of Provider business. Provider owned copyrighted items include:

1. Worksheets & homework assignments
2. Slide decks
3. Writing prompts

Artistic Release

Consistency. Provider will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Client's stated needs and Provider will try to incorporate any reasonable suggestion made by Client.

However, Client understands and agrees that:

1. Every client is different, with different tastes, values, and needs;
2. Provider services are often a subjective art and Provider has a unique vision, with an ever-evolving style and technique;
3. Provider will use its coaching philosophy when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Provider will use reasonable efforts to prioritize and incorporate Client's suggestions and desires when providing Client with the Services, Provider shall have final say regarding the style and delivery of the Services;
5. Dissatisfaction with Provider's coaching style and philosophy are not valid reasons for termination of this Agreement or request of any monies returned.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Provider.

Indemnification. Client agrees to indemnify, defend, and hold harmless Provider and its affiliates, employees, agents, and independent contractors for any injury, property damage, liability, claim, or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

Impossibility

Failure to Perform Services. In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Attempt to find another competent professional to take its place with the mutual agreement of Client(s);
3. If another competent professional is not available or Client(s) do not agree to transfer of obligations to said alternate professional, Provider will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
4. Excuse Client(s) of any further performance and/or payment obligations in this Agreement.

Appropriate Conduct/ Safety, Confidentiality & Privacy:

Confidentiality & Privacy. Provider will take reasonable measures to ensure Client's privacy and confidentiality. Client consents to each session being recorded for verification purposes only. Client retains the right to request the video recordings for their own records and review. Provider will keep all communications with Client confidential unless there is a reasonable threat of harm to the Client or someone else or if the Client gives written or verbal permission for the coach to break confidentiality. Provider will take reasonable measures to protect your personal information and your content from loss, misuse, and unauthorized access, disclosure, modification, and destruction and to ensure that your content remains protected and available to you. Transmission of data via the internet is not completely secure. Provider does not guarantee the security of data transmitted through its products and services. Client assumes all risk when sending communications and data over the internet and agrees to relieve and hold Provider harmless as a result of any loss, misuse, or theft of personal data.

Project. The Client expressly agrees to take best efforts to provide Provider and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either Provider or a bystander to present a threat or implied threat of injury or harm to Provider staff or equipment, the Provider reserves the right to cancel all services remaining under this Agreement and leave the event.

Non Project. The Client expressly agrees to take best efforts to provide Provider and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to Provider staff, Provider will make reasonable efforts to notify the Client. If the Client is able to respond to the threatening situation in a reasonable amount of time, Provider shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client will agree to relieve and hold harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the Provider's work. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Provider resumes work detailed in this Agreement

Health & Safety. Client further understands that Provider complies with all health and safety laws, directives, and rules and regulations. Client expressly agrees that during the session Client and Client's agents shall not carry weapons or firearms, be exposed to severe illness, or request the Provider to do anything illegal or unsafe. Further, Provider will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, Provider reserves the right to end service coverage immediately and/or leave the session. Provider shall be entitled to retain all monies paid and Client agrees to relieve and hold Provider harmless as a result of incomplete event coverage, or for a lapse in the quality of the Provider's work.

General Provisions

Governing Law. The laws of North Carolina govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice (“Notice”) to each other via email delivery at the date and time which the Notice is sent.

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties’ written consent via proper Notice.