

# Gracity Coaching Agreement

This agreement by and between you (Client) and Gracity LLC. The parties agree to the following terms and conditions:

## 1. Times and Dates

A. The coaching sessions will begin on scheduled date and time selected during which coaching time must be used or it will be subject to forfeit.

## 2. Nature of the relationship

A. The services provided by Gracity LLC Coaching to the Client are private coaching sessions. The coaching session is for planning, clarification, education, inspiration and entertainment purposes. Coaching services include, but are not limited to, setting goals, values clarification, mission-vision development, identifying plans of action.

B. By accepting this agreement you acknowledge, understand, and agree that the coaching sessions are not psychological counseling, relationship counseling, financial counseling, recovery work, or any other type of therapy. You understand that the power of the coaching relationship can only be granted by you, and you agree to maintain open and honest communication, making the coaching relationship powerful and effective.

C. Both parties understand and agree that this Agreement is not being established in order to create grounds upon which one party may force the other party through legal means to be bound to a certain course of action without liberty to alter, amend or change that course. Rather, this agreement is intended to outline each parties intentions today with respect to a coaching relationship, and to provide a framework that necessarily requires the parties to be committed to each other to find an amicable solution, without legal recourse, to any issues that could or may arise one day in the event that either party wishes to change its course or direction relative to the other.

D. Both parties hereby expressly disclaims all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating in any way to the other and covenants with each other not to bring legal action of any form against the other in the event that any disagreements arise. In the event that one party acts contrary to this commitment and initiates legal action against the other, the initiating party hereby agrees to assume and be responsible for all legal costs and attorney's fees incurred by both parties, and agrees to take responsibility for and pay any and all judgments obtained through legal action against the non-initiating party.

## 3. Transfers, Changes, Missed Sessions:

A. The coaching sessions are not transferable to another person.

B. You will be responsible to call the coach on the day and time agreed. You are responsible for phoning at the time of the session. The session will be forfeited if you do not phone the coach within 10 minutes of your start time. Once you have established the date and calling time, you will be unable to alter this schedule without rescheduling 48 hours in advance. Failure to reschedule in advance of the agreed upon day and time will result in a forfeiture of your session and fees paid. The coach will bill you for waiting time, if you are not prepared and available at the start time of you session. Session fees will be billed at the time of enrollment.

## 4. Warranties, guarantees, promises:

A. You acknowledge that you are not relying on any warranties, guarantees, promises, or representations made outside of this agreement. The coaching session is for educational and entertainment purposes only.

## 5. Promotion:

A. I agree to let Gracity Coaching or its assignees acknowledge you publicly and use your name or photograph on its web site or promotional material.

## 6. Indemnification:

A. You are responsible for the success or failure of your coaching sessions and you are responsible for the actions you take as a result of coaching. You agree to indemnify and hold harmless Gracity LLC Coaching, its affiliates, Coaches, employees, officers, and directors from any and all claims, demands, suits, expenses, costs, attorney fees, judgments, or other charges incurred by you as a result of your voluntary choice to participate in the coaching sessions.

## 7. Continuance of Agreement:

A. This agreement will be continuous until cancelled. Fees paid to Gracity Coaching are non-refundable. If your coach becomes disabled or is incapacitated to the point where they cannot continue to work with the client, the coach will find a successor coach to complete sessions with the client.