

Coaching Services Agreement

This Coaching Services Agreement (the "Agreement") is entered into as of [Date] _____, by and between:

Coach: Robyn Wingert, operating as Positivity Promise, hereinafter referred to as the "Coach."

Client: [Client Name]: _____, hereinafter referred to as the "Client."

1. **Scope of Services** The Coach agrees to provide one-on-one coaching services (the "Services") to the Client as outlined in this Agreement. The Services are designed to support the Client in achieving personal and professional goals by providing guidance, accountability, and actionable strategies. The parties acknowledge that this Agreement does not create a therapist-client, medical provider-patient, fiduciary, or any other professional relationship beyond the coaching relationship expressly described herein. The Coach is not a covered entity under HIPAA, and coaching services are not healthcare services.

The Client acknowledges that coaching is a collaborative process but is not therapy or counseling. Coaching is not a substitute for mental health treatment, medical care, or crisis intervention. If the Client experiences suicidal thoughts, severe emotional distress, or a mental health crisis, the Client agrees to seek immediate assistance from a licensed mental health professional or emergency services (in the U.S., call or text 988 or dial 911) and understands that coaching services are not appropriate for emergency or crisis situations. The Coach is not licensed to diagnose or treat mental health disorders, and coaching services do not include diagnosis, treatment, or therapy. If the Client requires therapy or medical intervention, it is their responsibility to seek licensed professionals.

2. **Coaching Programs and Structure** The Coach offers the following coaching programs. The specific program selected by the Client will be indicated at the time of enrollment.

Platinum Coaching — Most Transformational Experience (6-Month Commitment)

Designed for deep, lasting change and long-term neuroplasticity integration.

Investment Options (Select One):

1. Monthly Installments: \$800 per month for six (6) consecutive months (\$4,800 total investment). Payments are automatically processed monthly on the agreed-upon billing date.
2. Two-Part Split Payment: 50% of the standard program investment (\$2,400) due prior to the first session, with the remaining 50% (\$2,400) automatically processed at the beginning of Month 2.
3. Pay in Full: One-time payment of \$4,500 prior to the first session (includes \$300 commitment savings).
 - 12 × 45-minute 1:1 private coaching sessions (2 sessions per month)
 - Extended accountability and long-term strategic implementation support

Gold Coaching — Accelerated Momentum (2-Month Commitment)

Ideal for focused growth and structured short-term support.

- \$1,000 total investment (\$500 per month)
- Pay in Full Investment: \$900 (Includes \$100 Commitment Savings)
- 8 × 45-minute 1:1 private coaching sessions

Silver Coaching — Foundational Reset (1-Month Intensive)

A short-term container for clarity, direction, and immediate activation.

- \$650 total investment
- 4 × 60-minute 1:1 private coaching sessions

Session Details (All Programs)

- Sessions are conducted virtually via Google Meets.
- Sessions are scheduled in advance and must be used within the program timeframe unless otherwise agreed in writing.
- Sessions will not be routinely recorded. Recording may occur only if mutually agreed upon in advance and documented in writing for a specific purpose (such as training, quality assurance, or testimonial use). Any approved recordings will be stored securely in a password-protected, encrypted cloud storage system and retained only for a reasonable period. The Client may decline recording at any time without affecting services. The Client also acknowledges responsibility for their own privacy and confidentiality when joining sessions from public or shared locations.

3. Payment Terms The Client agrees to the payment option selected at the time of enrollment.

For Platinum Coaching, the Client may select one of the three payment options outlined in Section 2 (Monthly Installments, Two-Part Split Payment, or Pay in Full). By selecting a payment plan, the Client expressly authorizes the Coach to automatically charge the payment method provided according to the selected schedule, without requiring additional authorization for each installment. The Client is responsible for ensuring that the payment method on file remains valid, active, and has sufficient funds available.

For Gold and Silver Coaching, payment is due in full prior to the first session unless otherwise agreed in writing. Pay-in-full pricing reflects any discounted rates listed in Section 2.

If a scheduled payment is declined, returned, or otherwise fails, the Client agrees that the Coach may reattempt the charge within seven (7) days. A late fee of \$50 may be applied to any payment more than five (5) days past due. If payment remains outstanding for more than ten (10) days, coaching services may be suspended until the balance is paid in full.

Enrollment in any program constitutes a commitment to pay the full program investment, regardless of participation, attendance, or early termination (except where otherwise stated in this Agreement). In the event of default, the remaining balance may, at the Coach's discretion, become immediately due and payable.

All payments are non-refundable except as outlined in the Cancellation and Termination Policy. If a concern arises regarding billing or services, the Client agrees to contact the Coach directly to seek resolution prior to disputing any charge with a financial institution. To the fullest extent permitted by law, the Client agrees to be responsible for any reasonable collection costs, including attorney's fees and court costs, incurred in recovering unpaid balances.

4. Cancellation and Rescheduling Policy

- Client-Initiated Cancellations: The Client must provide at least 24 hours' notice to reschedule a session. Missed sessions without proper notice will be forfeited, will not be rescheduled, and no refund or credit will be provided.
- Coach-Initiated Cancellations: If the Coach must cancel or reschedule a session, the Client will be notified as soon as reasonably possible. The Coach will offer

priority rescheduling within the same week whenever feasible or provide an alternative mutually agreed-upon time. If scheduling within the program timeframe is not reasonably possible due to the Coach's cancellation, the session will be extended beyond the program end date at no additional cost to the Client.

- Termination and Refunds: If the Client wishes to terminate the Agreement before the program term ends, no refunds will be provided once the program has commenced, and any unused sessions will be forfeited.
- To promote consistency and comfort in investing, the Client may pause the coaching plan once for up to one month during the term, with prior written notice.
- Client Hardship / Unforeseeable Circumstances: In the event the Client experiences unforeseeable circumstances beyond their reasonable control (including but not limited to serious illness, medical emergencies, natural disasters, or other events similar to those described in the Force Majeure section), the Client agrees to notify the Coach as soon as reasonably possible. The Coach may, at their reasonable discretion, offer temporary scheduling flexibility, a short-term pause, a mutually agreed-upon adjustment to the program timeline, or in documented cases of significant extenuating circumstances, a prorated refund for unused sessions. Any such accommodation or refund shall be determined on a case-by-case basis and must be confirmed in writing. Except as expressly agreed in writing, these accommodations do not constitute a general waiver of payment obligations.

5. Confidentiality and Client Safety The Client understands that electronic communications (email, text, messaging platforms) are not guaranteed to be completely secure despite reasonable safeguards. The Coach will make all reasonable efforts to keep shared information private and confidential. Personal information, session notes, and communications may be stored electronically using secure, password-protected, and encrypted systems. The Client consents to electronic communication, storage, and processing of their information in accordance with applicable data protection and privacy laws, while understanding that absolute security cannot be guaranteed.

Exceptions include:

- Disclosure required by law
- Written consent by the Client to share specific information
- Situations where the Coach believes the Client may be at risk of harming themselves or others

Session recordings, if consented to, will be securely stored and may be used only for purposes agreed upon by the Client, such as educational, marketing, or social media demonstrations. The Client may decline such uses at any time without affecting coaching services.

6. Client Responsibility The Client acknowledges that coaching is a self-directed process and agrees to take full responsibility for their physical, mental, and emotional well-being, decisions, choices, actions, and results during and after the coaching relationship. The Client understands that the effectiveness of coaching depends on their active participation, honesty, effort, and willingness to implement strategies discussed during sessions.

The Client agrees to:

- Attend sessions on time and prepared
- Complete agreed-upon action steps or exercises to the best of their ability
- Seek appropriate professional support (medical, psychological, financial, legal, etc.) when needed

The Coach is not responsible for the Client's personal, professional, financial, medical, or psychological outcomes resulting from decisions or actions taken based on coaching discussions.

7. Results Disclaimer and Limitation of Liability The Client acknowledges that results are not guaranteed. Success depends on the Client's commitment, actions, and follow-through. To the fullest extent permitted by law, and except in cases of gross negligence or willful misconduct, the Coach's total liability for any claim arising out of or related to this Agreement or the Services is limited to the total amount paid by the Client for the Services. The Coach shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of income, business opportunities, or emotional distress, even if advised of the possibility of such damages.

8. Termination of Agreement This Agreement may be terminated under the following conditions:

- By the Client: The Client may terminate this Agreement at any time with written notice. No refunds will be provided once the program has commenced, and any unused sessions will be forfeited.

- By the Coach: The Coach reserves the right to suspend or terminate this Agreement immediately, with written notice, under any of the following circumstances:
 - Failure to make scheduled payments
 - Repeated missed sessions or lack of participation
 - Harassment, inappropriate, or abusive behavior
 - If the Coach determines that the Client's needs are outside the scope of coaching and would be better served by a licensed mental health, medical, or other professional
 - Any breach of the terms of this Agreement
- Effect of Termination: Upon termination:
 - Coaching services will cease on the effective termination date
 - Any prepaid, unused sessions may be converted to a prorated credit or refund at the Coach's discretion, except in cases involving non-payment, abusive behavior, or material breach of this Agreement
 - Any outstanding payments for services already delivered remain due
 - Sections intended to survive termination, including but not limited to payment obligations, confidentiality, limitation of liability, intellectual property, and governing law, will remain in full force and effect

9. Intellectual Property All materials provided by the Coach, including worksheets, recordings, guides, or any other content, are intended for the Client's personal use only. They may not be reproduced, distributed, or shared beyond the Client without the Coach's express written permission, except where the Client has provided consent for specific uses such as testimonials or educational demonstrations.

10. Force Majeure The Coach shall not be liable or responsible for any failure or delay in performance resulting from events beyond the Coach's reasonable control, including but not limited to natural disasters, illness, medical emergencies, government actions, internet outages, platform disruptions, or technology failures. In such events, the Coach will make reasonable efforts to reschedule affected sessions or provide alternative arrangements within a reasonable timeframe. The Client acknowledges that session scheduling may be impacted by such events and agrees that the Coach shall not be held liable for circumstances outside the Coach's control.

11. Jurisdiction This Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. The parties consent to exclusive jurisdiction in the state or federal courts located in Massachusetts. The Client

acknowledges that coaching services are provided virtually and may be accessed from locations outside Massachusetts or outside the United States. Regardless of the Client's physical location, the Client agrees that Massachusetts law shall govern this Agreement and expressly consents to jurisdiction in Massachusetts courts.

12. Entire Agreement; Severability; Electronic Signatures This Agreement constitutes the entire understanding between the Coach and the Client and supersedes all prior discussions, representations, agreements, or understandings, whether written or oral.

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by both parties.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any future enforcement of it.

The parties agree that electronic signatures, digital acknowledgments, and acceptance through electronic means (including email or online signature platforms) shall be legally binding and have the same force and effect as original handwritten signatures.

By signing below, both parties agree to the terms outlined in this Agreement.

Coach Signature:



Coach Name: Robyn Wingert

Date: _____

Client Signature:

Client Name: _____

Date: _____