

## **Structured Programs**

If you are purchasing one of our **Structured Programs**: The Program includes 1:1 life coaching and mentoring services for your student. The Program has 6 virtual private sessions and each session will be implemented for approximately one-hour per week, for 6 weeks.

### What happens after you pay:

Our secure payment processor is PayPal by Braintree. You'll receive a receipt via email for your records shortly after purchase and your credit card statement will say: Best in You Coaching

### **Payment Schedule:**

The options for payment will be available at checkout.

By completing this purchase, you acknowledge, agree, and authorize us to charge your card as agreed to at checkout.

**Refunds:** The Program has a no refunds policy.

Please read more terms below under the section called "Terms for all Programs."

## **PRIVATE 1:1 LIFE COACHING PROGRAM:**

If you are purchasing a **Private 1:1 Life Coaching Program**. The Program includes life coaching and mentoring services for your student (The Client) in a private setting.

**Services & Schedule:** Each session will be allotted 45 minutes. Coach will be available to Client (student) and Sponsor (parent/guardian) in-between sessions via e-mail and voicemail for more detailed needs. Client and Sponsor can text the Coach in-between sessions for updates on big wins, celebrations and brief questions. Coach will check messages and reply to Client or Sponsor during the business hours of 9:00 am – 5:00 pm Monday – Friday Central time in the coach's designated time zone.

Sponsor will receive general updates from the Coach on how the Client is doing without breaking the confidentiality of the Client. Sponsor is also encouraged to stay in contact with the Coach in regards to the needs and concerns of the Client. The Sponsor and Coach partnering together is an important part of the coaching process.

**Procedure:** The time of the coaching sessions will be determined by Coach and Client based on a mutually agreed upon time. ***Session will be conducted over Zoom or Google Meet and the link will be shared with the Client.***

**Appointment/Cancellation Policy:** The Client respecting their chosen appointment time is very important. Sponsor is not only paying for a session but also a reserved time slot with

the Coach. Client and Sponsor agree that it is the Client's responsibility to notify the Coach at least 24 hours in advance if a session needs to be rescheduled. Coach reserves the right to charge for a no-show session or a cancellation with less than 24 hours' notice. Coach will make exceptions for extenuating circumstances.

**Early Termination:** Either the Client or the Coach may terminate this Agreement at any time with 5 days written notice prior to Client's next scheduled session. The expectation is that a transparent discussion will take place to outline the reasons for terminating the coaching process early. A refund will be given for any unused sessions. Coach still reserves the right to charge for any no-show sessions or a session cancellation with less than 24 hours' notice. All sessions that have been paid for must be used within 120 days of payment and will not be subject to a refund if not used within those 120 days.

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**Please note:** If your card account is declined for any reason (insufficient credit, closed, expired, or other reasons), we will contact you to update your payment information. You agree to do so within 5 business days. Failure to update your account information will cause your student's access to The Program to be suspended.

**TERMS FOR ALL PROGRAMS:**

**Acknowledgment:** By completing your purchase, you acknowledge and agree that you have read these Terms of Purchase, our Privacy Policy, Terms of Use, and Disclaimer (available at [www.bestinyoucoaching.com](http://www.bestinyoucoaching.com)), as they may be amended from time to time. The person purchasing any program is considered The Sponsor.

**If the participant is a minor:** As an adult, you are giving your permission for your student (The Client), who is a minor, to participate in The Program.

**Agreement:** Best in You Coaching LLC (Coach) agrees to provide Life Coaching Services for the Client. The Coaching Agreement is specifically designed to outline the coaching process and its distinction as a helpful process for self-development. This Coaching Agreement is valid as of the date signed and extends through the duration of the coaching sessions provided by the Coach.

**Description:** Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client. Coaching is a collaborative, solution-focused, results-oriented, and systematic process in which the Coach facilitates the self-directed learning and personal growth of the Client. The function of the Coach is to partner with the Client to identify topics and goals to be coached around and to utilize the Client's knowledge, skills, and abilities to 1) make decisions about changes the Client would like to make; 2) develop an action plan to make those changes; 3) implement the action plan; and 4) develop strategies to maintain the changes made.

**Responsibilities:**

As a Coach, I will:

- be clear with you about the coaching relationship, including any expectations
- be prepared for each coaching session
- come to each coaching session promptly at the agreed-upon time
- maintain the ethics and standards of behavior set by the International Coach Federation (ICF) [coachfederation.org](http://coachfederation.org)
- maintain complete confidentiality, within the limits of the law, unless you give me explicit permission to share particular content with others
- represent myself to you with honesty and integrity and will refer you to another professional if I am not within my area of expertise or comfort

As a Client, I will:

- thoughtfully prepare for each coaching session
- come to each coaching session promptly at the agreed time
- seek to complete any between-sessions action steps ('action items')
- be honest and forthright in my discussions
- receive, accept, and act on feedback
- raise, and frankly discuss, any issues that relate to the goals we are working on

As a Sponsor, I will:

- respect the confidentiality and privacy of my child in relation to their coaching process
- make myself available for any 3-way coaching meetings requested
- play an active role in helping articulate and understand my child's coaching objectives
- be clear to my child about the expectations I have for the coaching engagement I have approved and remain supportive of their dedication of time to this development experience

The client is responsible for creating and implementing his/her/their own physical, mental, and emotional well-being, decisions, choices, actions, and results. As such, the Client and Sponsor agree that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. The client and Sponsor understand that coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

Client and Sponsor understand that coaching is not to be used as a substitute for professional advice by legal, mental, medical, financial, or other qualified professionals and will seek independent professional guidance for such matters. If the Client is currently under the care of a mental health professional, Coach will recommend that the Client inform the mental health care provider.

**Confidentiality/Privacy:** All information about the Coach/Client relationship and any written notes remain completely confidential, except in rare circumstances decreed by law. If the coach is legally required to disclose information, the Client would be made aware of this prior to the disclosure. If information is requested by the Client's financial sponsor, parent or guardian, the coach will report in broad terms on the process and progress of coaching but will not give details and content of the coaching sessions unless the Client gives their explicit permission.

**Fees:** Coach has the right to increase rates for coaching services based on market demand and will notify Client of any future rate increases within 30 days before the increase. Client has the right to refuse price increase and discontinue with coaching services provided by Coach.

**Disclaimer and Limitation of Warranty:** You are in the best position to understand The Client's unique circumstances, and you understand and agree that a general informational program such as this cannot be completely tailored to every single person. This program is not a substitute for medical or mental health advice from a qualified professional. Please advise the student to use their best judgment and seek the advice of such professionals in implementing the principles of this program. No guarantees are made as to outcome for the use of this program.

**Limited Liability:** Best in You Coaching makes no guarantees or warranties, express or implied. In no event will the Best in You Coaching be liable to the Client, the client's financial sponsor, parent or guardian for consequential or special damages. Coaching is a partnership where all parties must willfully participate to facilitate success. The Client and Sponsor understand and agree that while the effects of coaching and the learned interactions that result from coaching are comprehensively encouraged, the Forms, Assessments, Materials, Surveys, Coaching Techniques, and Evaluations are the property of Best in You Coaching, and are owned copyright by Best in You Coaching, to be used for

personal coaching and development only, and may not be copied, displayed, distributed, or shared.

**Waiver of liability and Governing Law:** This contract is governed by the law of the State of Illinois without regard to its conflicts of laws principles. You agree without reservation to personal jurisdiction in the Illinois courts in the event of dispute concerning this agreement or your use of this program.

THIS SITE AND PROGRAM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND HYPERLINKED WEBSITES.

BEST IN YOU COACHING, LLC, ITS AFFILIATES, OWNERS, INDEPENDENT CONTRACTORS, AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE PROGRAM, SITE-RELATED SERVICES, CONTENT, OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PROGRAM, SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. IN ANY EVENT THAT DAMAGES ARE AWARDED, THEY ARE LIMITED TO THE CONTRACT PRICE, INCLUDING ATTORNEY'S FEES, COSTS, AND STATUTORY DAMAGES.

Your state may not allow limits on warranties and damages. If so, these do not apply to you. If so, the remainder of this agreement shall be enforced as if the limited warranties and/or damages clauses are not there.