

***Please note***:

*We offer this template as a sample of a Program Agreement (e.g. structure, components to consider including, and suggested language) for a participant in a group program. A Program Agreement for 1:1 coaching will differ. The template is not intended to represent ideal or model language or to be used “as is”; if you have questions about formal contract language, please consult a legal professional.*

*We recommend being as clear as possible regarding the program components – see the “Your Benefits” section, below – as this will support clear expectations, creating a container and mutual commitment to the work together. In other words, the Program Agreement is part of creating the container.*

**Joanna Lindenbaum International Inc. Program Agreement**

**<Insert Program Name>**

In order to create clarity, and for your experience to be most effective, Joanna Lindenbaum International Inc. (JLI) has some terms and conditions that we agree to together (the “Agreement”). You agree to terms as a participant of the program and JLI agrees to deliver on the benefits outlined below.

This agreement between JLI (herein referred to as “Company”) and \_\_\_\_<client name>\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as “Client”) confirms the terms on which you, Client, has retained Company as your coach through \_\_\_<program name>\_\_\_\_\_\_\_\_\_\_ (herein referred to as “the Program”).

**TERM OF AGREEMENT:** The effective date of this agreement is \_\_\_\_\_\_\_\_\_, 2021 for a period of <number of months> through \_\_\_\_\_\_\_\_\_\_\_, 2021.

**YOUR BENEFITS:** Company shall provide the following services to Client as part of enrollment in the Program:

* <List program components>

**COMPENSATION:** Client agrees to compensate company for enrollment in the Program, as delineated below:

* <List payment details>

Client Initials \_\_\_\_\_\_\_\_

**PAYMENT TERMS.**To the extent that Client provides Company with credit card(s) information for payment on Client’s account, Company shall be authorized to charge Client’s credit card(s) for any unpaid charges on the dates set forth herein. If Client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization per payment in order to do so. Client agrees not to make any pre-chargebacks or chargebacks to Company’s account or cancel the credit card that is provided as security without Company’s prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.

Client has independently evaluated her/his ability to pay the fee, in light of Client’s financial position and circumstances, and verifies that Client is able to pay the fee and will not be unduly burdened by payment of the fee. **A $30 late fee will be charged for payment not received, or unable to be processed, by each installment due date.**

**CANCELLATION POLICY:** Your purchase is transferrable. Should you have to cancel your enrollment, you must advise the Company in writing, and receive a written response back from a member of the Company, 30 days before the start of the program in order to receive a credit for your purchase.

After the Program has started, due to the high-demand and small availability of spots in the Program (and because your purchase contains digital files), your purchase and all payments become non-refundable. You are responsible for the full fee for the entire course of the program, regardless of whether you actually attend or complete the Program, and regardless of whether you have chosen a 1-lump sum or multiple payment plan. No refunds will be issued, or monthly payments forgiven.

**EARLY CLOSURE.** At Company’s sole discretion, it may decide that the Company and Client working together is not a good fit and the work together is not productive. Company may terminate this Agreement upon five (5) days’ written notice (via mail or e-mail). Company may choose to refund any fees paid based on a pro-rated basis per week of unused time (which includes session time as well as retainer time) or waive any future payments. In the event that Client owes any fees to Company at the time of termination, Client will pay them immediately within ten (10) days of termination. Furthermore, if a credit is granted, it must be used within 1 year or it will be forfeited.

**SOLICITATION.** I understand that it is not permitted to solicit myself, my services, my events or programs/products to other participants or Clients of the Company, while participating in the Program.

**RECORDINGS.** I hereby understand that there will be audio or video recordings (including over the internet), and that these recordings may include impressions of me recorded by Company during my participation in the Program so that me and other participants of the Program can have recordings to refer back to.Company will never share confidential or sensitive information shared by Client during the Program to non-program members.

**PROGRAM MATERIALS.** The materials and resources used in this program are the confidential and exclusive copyright and proprietary intellectual property of the Company. These materials are provided to the Client by the Company and solely intended for the Client’s personal use. No part of these documents and/or resources can be stored, reproduced or transmitted in any form or by any means (electronic, photographic, mechanical, or any other medium), recorded, translated, or used to produce any derivative works without the explicit written permission of the Company, under signature.

**INTELLECTUAL PROPERY.** All intellectual property, including Company’s copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company’s materials is granted or implied.

**CONFIDENTIALITY.** The Coach will honor the confidentiality of everything discussed with the Client. The Coach will not divulge that the Coach and Client are in a coaching relationship without the permission of the Client. The Client understands that information will be shared with the Coach and other members of the Program in the context of supervision and group support as it relates to the coaching being done. The Client will also honor the confidentiality of everything discussed in the group and will not share confidential or sensitive information with anyone outside the Program.

**NO GUARANTEES.** Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Client accepts that, because of the nature of Company’s services and extent of clients’ participation in Company’s exercise(s)/recommendation(s), the results experienced by clients significantly vary. Client accepts responsibility for such variance. Company and its affiliates disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose. Company is not responsible for any decisions made by Client as a result of the services, or as a result of the Program, or of any consequences of those decisions.

**COPYRIGHT.** The Client agrees that Company shall exclusively own, jointly and severally, all rights, title and interest, including copyright in, and to, the complete set of original Program recordings. The Client waives all rights of copyright or ownership in any of the products in which Client’s recorded voice appears, and hereby assign to Company any such right, title, and interest in and to any such products. Company shall have the right, for any purpose, to use, adapt, change, delete from or add to such form and content, to combine all or any part of these original recordings with others, and to use the recordings for educational purposes.

**LIVE TRAINING PARTICIPATION.** A benefit of the Program includes Client’s participation at a live training. At this live training there may be audio or video recordings and/or photographs of Client taken by the Company. It is the Client’s choice to appear in any of these photographs or audio or video recordings. Photographs and/or recordings of the live training that do not include confidential or sensitive information may be used for marketing purposes. Additional terms of this agreement also apply to Client’s participation during live training.

**RELEASE OF LIABILITY.** I understand thatby using Company’s services and enrolling in the Program, I release the Company, officers, employers, employees, independent contractors, directors, related entities, trustees, affiliates, and successors from any and all damages that may result from anything and everything. The Program is only an educational and/or training service being provided. The Client understands that coaching is not meant to be a substitute for professional advice or treatment, or psychiatric treatment or therapy. Client accepts any and all risks, foreseeable or unforeseeable (Including health and medical), arising from this training.

This is a morally and legally binding agreement. By signing below, Client and Company agree to the terms stated in this Agreement.

**CLIENT SIGNATURE:**

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Telephone: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**COMPANY SIGNATURE:**

Company Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Telephone: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

E-mail Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*