

***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 1:1 program. A Program Agreement for group 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**

**Private Coaching Program**

In order to create clarity and for your experience to be most effective, we have some terms and conditions that we agree to together. You agree to terms as a participant of the program and Joanna Lindenbaum International INC agrees to deliver on what is promised.

This agreement between Joanna Lindenbaum International INC (herein referred to as “Company”) and **Client Name** (herein referred to as “Client”) confirms the terms on which you (“Client”) has retained Joanna Lindenbaum International as your coach through a **Program Name** (herein referred to as “the Program”).

**TERM OF AGREEMENT:** The effective date of this agreement is from **Month, Date, Year** for the duration of the program and payment terms**.**

**YOUR BENEFITS:** Company shall provide the following services to Client as part of enrollment in the Program (beginning **Month, Year** and ending **Month, Year**):

* List each program benefit separately

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

Specify specific payment plan.

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 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 his/her ability to pay the fee, in light of Client’s financial position and circumstances, and verifies that it 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:** Client’s purchase is transferrable. Should Client have to cancel enrollment, Client 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 purchase.

After the Program has started, due to the high-demand and small availability of spots in the Program (and because purchase may contain digital files), Client’s purchase and all payments become non-refundable. Client is responsible for the full fee for the entire course of the program, regardless of whether Client actually attends or completes the program, and regardless of whether Client has chosen a 1-lump sum or multiple payment plan. No refunds will be issued or monthly payments forgiven.

**CALL PROCEDURE:** Please be prompt for all scheduled coaching sessions and call Joannaat **[insert phone number]**.  Sometimes Joanna may need an extra minute or two with a previous client. If she does not pick up right away, wait 60 seconds and call again.  If you call a few minutes late, we can’t guarantee you the full 45 minutes, however if Joanna comes to the session a few minutes late you will still receive your full time. Please give yourself an extra 5 minutes or so in case your session begins late.

**CHANGES:** If you need to reschedule a session, we need at least 24 hours’ notice. If you have an emergency, we will do our best to work around it and make up the call. If you forget a call, we will not make it up.  To reschedule a call, contact the JLI team at **[insert email address]**.

**OPEN COMMUNICATION:** It is imperative to keep all communication lines open, clear and up front. Joanna will continuously ask you to show her how to best coach you.  If she ever says or does anything that does not feel right, please bring it up.  She will make it right and do what is necessary to have you be satisfied.

**EMAIL COMMUNICATION:** As part of your private program package, you have direct access to Joanna via email. You may email her at **[insert email address]** on any relevant topics in between sessions. Please note that any copy or curriculum review have a one-week turnaround time. All other regular emails have a 2-business day turnaround time, not including Fridays.  There may be times when the response to an email is best discussed during a coaching session and Joanna will advise on that.

**ACCOUNTABILITY PREP FORM:**  You’ll be given an Accountability Prep Form to fill out and submit before each of your private sessions with. You can save this in your files and fill in the answers at your leisure or the day before your coaching session. This form will help you track your progress and improve the efficiency of your time with. The more you describe what you want help with on this form, the more help you’ll be able to get. It works, and the more effort you put into it, the more you will get out.

**SCHEDULING YOUR CALLS:** All of your scheduling for your private calls will be done at the beginning of your program.This will create a strong and powerful framework and container for the work you'll be doing. Scheduling will be done via Joanna’s TimeTrade scheduler in order to make things as easy and efficient as possible for everyone. In the event that you are having trouble scheduling your sessions, you may always reach out to our Client Care Coordinator at any time and she will happily assist you.

**JOANNA’S VACATIONS:** Joanna will always give you notice in advance of times that she'll be out of the office. During her vacations, Joanna makes an effort to "unplug" as much as possible and recharge her creative juices that she uses in her work with you. Therefore, Joanna is totally unavailable for email access during time off and emails prior to time off need to come in no later than the Thursday before her time off begins. Aside from specified vacations throughout the year, Joanna will also be out of the office for much of the months of August and December.

**REFERRAL EXCHANGES**:  Many times in Joanna’s coaching practice, she has had the opportunity to give clients information about another service that may be of help to them, and she is absolutely thrilled to do it.  This happens often because Joanna gets to know a client’s lifestyle and business situation intimately and becomes keenly aware of what their needs are. On the flip side, Joanna’s clients regularly send referrals to her practice, as well. Being a referral-based business actually allows Joanna to serve her clients better because not having to prospect for clients gives her more time and energy to focus on her clients and their needs. If you overhear someone saying they’d like to dramatically improve their revenue and business success, please ask them to contact Joanna for a chat, free of charge, to see if she can help their situation.

**EARLY CLOSURE:** At Company’s sole discretion it may be decided the Company and Client working together is not a good fit and the work together is not productive. Should this situation arise, Company will terminate this Agreement with five day's written (via mail or email). If Client has paid in full, Company will refund any fees paid based on a pro-rated basis per week of unused time (which includes session time as well as retainer time). If Client is paying in installments, Company will 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 days of termination. Furthermore, if a credit is granted, it must be used within 1 year or it will be forfeited.

**SOLICITATION:** Client understands that it is not permitted to solicit themselves, their services, their events or programs/products to other participants or Clients of the Company, while participating in the program.

**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 Client by the Company and solely intended for 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 PROPERTY:** 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. This includes, without limitation, creations, works, devices, models, notes, notebooks, reports, documentation, drawings, images, audiovisual works, video files, audio files, podcasts, literary works, blogs, website copy, marketing copy, computer programs, software coding and inventions, work-in-progress and deliverables shall be the sole property of Company.

Program Content and Materials: Regarding the content and materials of Program, the content and materials are proprietary to Company and you are not permitted to share the mp3’s, videos, PDF’s, other intellectual property or any other form of content from the program. This includes sharing the program’s content and materials on social media other than the designated Program Facebook group. All content and materials are copyrighted by Joanna Lindenbaum International, Inc. If you violate the terms of this section, Company reserves the right to terminate the relationship immediately, retain any payments that have been made to Company or its subsidiaries and take appropriate legal action to collect any damages your actions cause Company.

**CONFIDENTIALITY:** The Company will honor the confidentiality of everything discussed with the Client. The Company will not divulge that the Client is enrolled in a coaching program without the permission of the Client. The Client understands that information will be shared with Company coaches 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 provided, or as a result of the Program, or of any consequences of those decisions.

**COPYRIGHT:** 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. Client waives all rights of copyright or ownership in any of the products in which Client’s recorded voice appears, and hereby assigns 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.

**RELEASE OF LIABILITY:** Client understands thatby using Company’s services and enrolling in the Program, Client releases 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. 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 AND DATE:**

**COMPANY SIGNATURE AND DATE:**