



## 1:1 CLIENT COACHING AGREEMENT

Dear ClientNameHere,

We are so excited to work with you and to help you create your best teacher self! *But before we can get to the fun stuff*, we have to get some (admittedly boring, but important) stuff signed. This Agreement will outline our professional relationship, responsibilities, obligations, and expectations so that nobody in this relationship is confused or disappointed due to any misunderstanding or miscommunication. So, go ahead, read through this thing, sign on the dotted line, and we can get this show on the road! Please do not hesitate to let us know if you have any questions. We're looking forward to working together!

Best,

**Regina E. Borriello**

Awkward Octopus Productions LLC

By signing this Agreement and submitting full or partial payment, you are agreeing to the following terms:

Please read this Agreement carefully before accessing or using Awkward Octopus Productions' (the "Company") proprietary materials which includes any written, audio, or visual presentations or documents associated with the Program.

If you do not understand or do not accept this agreement, please do not access any of the Company's proprietary materials and immediately contact us at [regina@theawkwardocto.com](mailto:regina@theawkwardocto.com).

This Client Coaching Agreement is entered into and effective as of the date of signature below by and between \_\_\_\_\_ ("Client"), having an address of \_\_\_\_\_ and Awkward Octopus Productions LLC, doing business as Awkward Octopus Productions ("Company"), having an address of 604 Edison Glen Terrace, Edison, NJ 08837.

In consideration of Client retaining Company to perform coaching services, it is agreed as follows:

### 1. Scope of Services

(a) Program access includes the following services:

- Access to the learning/course materials created by Company
- Three 30-minute 1:1 coaching calls per month for 6 months
- Communication with Company and its representatives via e-mail & Voxer,
- Feedback on your work provided by Company, when delivered in accordance with the feedback system created and communicated by Company

The Program services outlined above are referred to as the “Services” or “Program.”

(b) The Services must be utilized during the six (6) month duration of your Program term.

(c) Any additional services provided by Company to Client may require additional fees to be discussed and agreed upon by the parties. Additional services may require signing of a separate agreement.

## 2. Client Duties

(a) Compensation. In consideration for the Services provided by Company to Client as set forth in Section 1 above, Client agrees to pay the current program fee at the time of joining as a one lump sum payment of \$1800 or in six (6) monthly installments of \$350.00 (for a total of \$2100.00). You understand that you will not receive an invoice reminder for these payments. In the event that any authorized charge applied by us to your card fails, you remain responsible for payment as agreed to, as well as any penalty/late fees as detailed below.

(b) Late Payment Fee. If any fee outlined in this Agreement remains unpaid on the 7<sup>th</sup> day following its due date, a late fee of ten percent (10%) of the payment due will be assessed; a late fee will be assessed following each subsequent 7-day period. Company reserves the right to restrict your access to the Services or terminate your participation in the Program unless and until all outstanding fees have been paid in full.

(c) Payment Security and Disputes. To the extent that Client provides Company with credit/debit card(s) information for payment on Client’s account, Company shall be authorized to charge Client’s card(s) or account(s) for any unpaid charges on the dates set forth in this Agreement.

**If Client selects the multiple payment/installment 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 to not fraudulently initiate any payment disputes at any time to Company’s account through Client’s financial institution. In the event that Client inadvertently disputes a charge made to the account, Client agrees to immediately cancel/withdraw such a dispute. Client agrees to not cancel the credit/debit card that is provided as security without Company’s prior written consent. Client is responsible for any fees, including attorney’s fees, associated with recouping payment on chargebacks and any collection fees associated with such an event.**

(d) Tools to be Provided by Client. Client agrees to provide all tools, information, and documentation that may be required by Company to effectively perform said Services.

(e) Client understands that Client’s success in the Program is dependent upon Client’s level of participation in the Services. In order to get the most out of the Program, Client must also work to implement the tools and strategies learned throughout the Program and make considerable efforts toward Client’s own business development on Client’s own time during the term of the Program. Client is responsible for requesting support from Company when needed.

## 3. Term

The term of this Agreement shall be six (6) months beginning on \_\_\_\_\_. If left blank, the date this Agreement is signed. Upon completion of the 6-month term, Client will no longer have access to all Services/the Program. Client and Company may choose to renew this Agreement for an additional term upon signing of a new agreement.

#### 4. Communication

Communication in our relationship is of the utmost importance. All communication will take place via e-mail or Voxer. If there will be a time that either the Client or Company will be unavailable (vacation, illness, etc.), that needs to be communicated and a check-in date established.

Our contact info is as follows:

**E-mail:** regina@theawkwardocto.com  
**Voxer Username:** theawkwardocto

All communications will be acknowledged/responded to within 24 hours, not including weekends or holidays.

#### 5. Cancellations and Refunds

(a) Client may cancel participation in the Program at any time for any reason by providing written notice to Company. Upon cancellation, access to the Program and Services will be terminated. However, cancellation of the participation and/or this Agreement by Client will not extinguish the Client's obligation to pay the full Program fee as outlined in Section 2(a). Client will remain obligated to pay all remaining unpaid Program fees in full.

(b) In the event that Client engages in abusive or unprofessional behavior in the Program, towards representatives of Company or other Program members, if applicable, Company reserves the right to cancel Client's participation and terminate access to the Services, without notice. No refund will be provided in the event that this takes place. Client will remain obligated to pay all remaining unpaid program fees in full.

(c) Client's failure to effectively participate in the Program is not grounds for a refund.

(d) Rescheduling. Sessions/calls will be scheduled using an online scheduling tool. In the event that Client cannot attend a scheduled call, Client shall inform Company with 24 hours' notice. One courtesy rescheduling will be provided for the term of the Agreement. Any further cancellations of calls will be rescheduled at Company's discretion, however, will otherwise be considered forfeited by Client. Client is not entitled to a partial or full refund in the event that this forfeiture takes place.

(e) Refund Policy. Due to the nature of the Services, no refunds can be provided. Client understands that disputing a charge through his or her financial institution (in the form of a "chargeback") is a violation of this Agreement and agrees to not do so. Please refer to Section 2(c) for our chargeback policy.

(f) The Program and Term cannot be paused or placed on hold for any reason without the written authorization of Company.

(g) Force Majeure. Notwithstanding the above, the Company may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of Company that materially affects the Services provided in this Agreement, including:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, or infestation); or
2. War, invasion, act of foreign enemies, embargo, or other hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, pandemic or epidemic, nuclear leak or explosion, or act or threat of terrorism.

In the event that Section 5(g) applies, Company will be permitted to make a reasonable effort to reschedule calls/sessions/etc. as needed in order to comply with the terms of this Agreement, however, will not be found in breach if this is not possible due to the circumstances.

## **6. No Guarantees**

(a) We cannot guarantee the outcome of the Services and/or participation in the Program. We make no guarantees other than that the Services described in Section 1(a) shall be provided to you in accordance with this Agreement. Client acknowledges that Company cannot guarantee any results of the Services/Program as such outcomes are based on subjective factors (including, but not limited to, Client's participation) that cannot be controlled by Company. Any testimonials or reviews shared by Company are not a representation of guaranteed results, only possible results. Client not achieving his or her desired results is not grounds for a refund.

(b) Technical issues. In the event that the learning materials provided via the online learning platform (Kajabi, Teachable, etc.) are inaccessible, Company shall have 72 hours to re-deliver access to Client.

(c) From time to time, and upon Client's request, Company and/or its representatives may provide Client with recommendations or referrals for third-party service providers. Company in no way guarantees the quality of service provided by any third party and bears no liability with respect to such service or experience.

(d) Affiliate links. Company may provide Client with affiliate links under which Company may benefit monetarily. Company in no way guarantees the quality of service provided by any third party and bears no liability with respect to such service or experience.

## **7. Confidentiality**

(a) Client Information. Any and all Client information and data of a confidential nature, including but not limited to any and all design, creative, marketing, sales, operating, performance, know how, business and process information ("Confidential Information"), shall be treated by Company in the strictest confidence and not disclosed to third parties or used by Company for any purpose other than for providing Client with the services specified here without Client's express written consent, other than to comply with law. Confidential Information shall not include any information which (a) becomes available to the public through no breach of confidentiality by Company, (b) was in Company's possession prior to receipt from the disclosure, (c) is received by Company independently from a third party free to disclose such information, or (d) is independently developed by Company without use of the Client's Confidential Information.

(b) Company Information. Client agrees to keep confidential any Confidential Information, as defined in Section 7(a), shared by Company in the Program. Any Confidential Information shared by Company, its employees, or contractors is confidential, proprietary, and belongs solely and exclusively to Company. Client agrees not to disclose, reveal, or make use of any Confidential Information or any transactions, during discussions, in the Facebook group, or otherwise. Client agrees not to use such Confidential Information in any manner. Confidential Information shall not include information rightfully obtained from a third party. Client will keep Company's Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, loss, and theft.

(c) Non-Disparagement. Client shall, during and after the participation in the Program, refrain from making any statements or comments of a defamatory or disparaging nature to any third-party regarding Company, or any of Company's officers, directors, employees, personnel, agents, policies, services, or products, other than to comply with law. This provision in no way restricts a Client's ability to communicate reviews or performance assessments about a Company's goods or services.

(d) Violations of Confidentiality. Client agrees that if Client violates or displays any likelihood of violating this Section 7 the Company will be entitled to injunctive relief to prohibit any such confidentiality violations to protect against the harm of such violations.

(e) Client Features. Notwithstanding the above section, Company may choose to feature Client on its website, social media channels, etc. Client agrees to allow Company to share its likeness, achievements, and success, unless otherwise agreed to by the Client. Company agrees to maintain the confidentiality of any and all sensitive and confidential information and to provide Client with a preview of the feature prior to publication on its website. Features which do not name or identify Client directly will not require prior authorization.

## **8. Independent Contractors**

(a) Independent Contractor Relationship. This Agreement shall not render Company an employee, partner, agent of, or joint venturer with the Client for any purpose. Company is and will remain an independent contractor and service provider in its relationship to the Client. Company is or remains open to conducting similar tasks or activities for entities other than the Client and holds itself out to the public to be a separate business entity. Company shall retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement. Company will not be required to follow or establish a regular or daily work schedule. Company will not rely solely on the equipment or offices of Client for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Company regarding services performed for the Client shall be considered a suggestion only, not an instruction. Company and Client agree to conform to any and all IRS tests necessary to establish and demonstrate the independent contractor relationship between Client and Company.

(b) Taxes & Benefits. Company will be responsible for filing its own tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Client shall not be responsible for withholding taxes with respect to Company's compensation. Company shall have no claim against Client for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

## **9. Ownership of Intellectual Property**

(a) IP Ownership. Client agrees that the Program contains proprietary content ("Intellectual Property") that is owned solely by Company and/or its licensors and is protected by copyright, trademark, and any other applicable intellectual property laws. Company retains the sole right to use, reproduce, and distribute the Intellectual Property throughout the world in any and all mediums. Company grants Client a license to use the Intellectual Property solely for Client's own noncommercial purposes. Client agrees that it has no right to create derivatives of, share, reproduce, distribute, modify, translate, post, license, sell, loan, or otherwise exploit the Intellectual Property, whether commercially or non-commercially, and acknowledges that doing so constitutes a violation of law. For the avoidance of doubt, Client agrees not to create any derivative products, blog posts, websites, guides, worksheets, tool kits, videos, audio recordings, or the like based on Company's Intellectual Property or that in any way violate Company's Intellectual Property, without Company's written consent. Any registered or common law trademark, service mark, logo, or tagline used in conjunction with the Program is property of the Company. Client may not use such trademarks or service marks for any purpose except with written permission by Company.

Making Science A Verb™ and Awkward Octopus Productions™ are trademarks of Awkward Octopus Productions LLC. Making Science A Verb™ is a copyrighted work of Awkward Octopus Productions LLC.

(b) No Resale of Services Permitted: Client agrees not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable without the Company's prior written consent.

**(c) Client agrees to not share access to the materials with others. This includes parties that have not purchased access to the Program, or any other third party that Company has not authorized access to.**

(d) Recordings. All calls and meetings are recorded by Company. Client may be provided access to these recordings via the online forum or other means provided by Company. Client agrees and consents to the recording of any calls, meetings, or conversations which take place as part of this Agreement. Company reserves all rights in any and all recordings.

## **10. Warranties**

(a) Company's Warranties. Company represents, warrants, and covenants that Company has full authority to enter into this Agreement and all of the Services, whether performed by Company or any of its subcontractors, will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable and qualified personnel.

(b) Client's Warranties. Client represents, warrants, and covenants that Client has full authority to enter into this Agreement and has or will obtain all of the necessary consents, rights, licenses, clearances, releases, or other permissions to lawfully consummate the transactions and lawfully discharge, in all material respects, each and every of Client's obligations or duties, whether performance is due now or during the Term.

(c) Except for the express warranties provided throughout these terms, neither party makes any other warranties, express or implied.

## **11. Limitation of Liability**

(a) In no event shall Company have any liability to Client for any lost profits, loss of use, business interruption, costs of procurement of substitute goods or services, or for any indirect, special, incidental, multiple, exemplary, punitive, or consequential damages however caused and, whether in contract, tort, or under any other theory of liability, whether or not either party has been advised of the possibility of such damage; and

(b) In no event shall Company's liability to Client exceed the fees paid by Client under these terms, whether in contract, tort, or under any other theory of liability.

(c) The limitations in this Section 10 shall not apply to a breach of confidentiality by a party to this Agreement or the obligations under Section 7.

**(d) Client understands that the information presented in the Program is not legal, financial, therapeutic, mental health, or medical advice and Company is not a law firm.** All of the information provided throughout the Program and Services, including the resources delivered via phone/video conference, e-mail, in the online forum, live events including webinars and video/audio recordings educating about business, laws, health, and/or finance-related information, are resources for educational

and informational purposes only and should not take the place of hiring a licensed professional. Client understands that Company does not and will not provide any form of diagnosis.

If a coach or individual acting on behalf of Awkward Octopus Productions LLC within the program is licensed in some professional manner (JD, MD, RN, PA, LMFT, Therapy/Mental health professionals, etc.), Client understands that these individual(s) are not acting within their capacity as a licensed professional(s).

#### **12. Entire Agreement; Modification**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

#### **13. Neutral Construction**

This Agreement was prepared by Company. It is expressly understood and agreed that this Agreement shall not be construed against Company merely because they were prepared by Company or its counsel; rather, each provision of this Agreement shall be construed in a manner which is fair to both parties.

#### **14. Changed Terms**

Parties may amend this Agreement by mutual Agreement and in writing, signed and agreed to by both parties.

#### **15. Assignment**

This Agreement shall be binding on the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that Client may not assign any of its rights under this Agreement.

#### **16. Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Awkward Octopus Productions LLC  
604 Edison Glen Terrace  
Edison, NJ 08837  
E-mail: regina@theawkwardocto.com

To Client at Client's mailing and/or e-mail address provided at the time of purchase.

Any party may change its address for purposes of this section by giving the other parties written notice of the new address.

#### **17. Governing Law; Venue; Mediation**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey as applied to contracts that are executed and performed entirely in New Jersey. The exclusive

venue for any proceeding based on or arising out of this Agreement shall be Middlesex County, New Jersey. The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement by mediation, after a good faith effort to resolve such dispute amicably. Parties shall share in the costs. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

**18. Recovery of Litigation Expenses**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**19. Severability**

Wherever possible, each provision of this contract will be interpreted so that it is valid under applicable law. If any provision is held illegal or unenforceable, that provision will be reformed to the extent necessary to make the provision legal and enforceable. All remaining provisions will remain unaffected & will continue in full force and effect.

*Both parties understand that signatures transmitted digitally and created electronically via touchscreen or computer mouse shall have the same force and binding effect under law as an original handwritten signature in ink.*

**Signature of Parties**

**COMPANY:** Awkward Octopus Productions LLC

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

**Client**

\_\_\_\_\_  
*Signature, Client*

\_\_\_\_\_  
Date

Payment Authorization Form

I, \_\_\_\_\_, hereby authorize Awkward Octopus Productions LLC to charge my credit card or initiate a debit transfer for the amount agreed to, at the times agreed to, in this Agreement

I acknowledge the charges described in this Agreement, assume full responsibility for said charges, and agree to honor and abide by the terms of payment.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Please provide the applicable information below:

**CREDIT CARD**

Type of card:       Visa    Mastercard       AMEX       Discover

Credit card number: \_\_\_\_\_

Expiration date:      \_\_\_\_\_ / \_\_\_\_\_

Name of cardholder: \_\_\_\_\_

Billing address: \_\_\_\_\_

\_\_\_\_\_

**BANK ACCOUNT**

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Type:       Checking       Savings

END OF DOCUMENT