



Coaching Services Agreement

Client Name: _____

Email: _____ Phone: _____

Full Address: _____

Business Name: _____ Title: _____

AGREEMENT: This Coaching Services Agreement, including the Standard Terms and Conditions (“**Standard Terms**”) and the Specifications Attachment (“**Attachment**”) both attached hereto (collectively, the “**Agreement**”), contains the entire understanding between TWO BUNTINGS, INC., its members, managers, employees and agents (“**Two Buntings**”) and the Client named above (“**Client**”). This Agreement supersedes all prior understandings among the parties relating to this subject matter and may not be modified or assigned except in writing signed by both parties.

SERVICES: Client hereby retains Two Buntings on a non-exclusive basis to provide the services as outlined in the Attachment (“**Services**”) pursuant to the terms of this Agreement. Client understands and agrees that Two Buntings cannot perform the Services without cooperation from Client, and therefore, Client agrees to perform the Client Obligations outlined in the Attachment.

FEES: In consideration for the performance of the Services to be performed by Two Buntings, Client agrees to execute the attached Agreement and pay Two Buntings the fees and expenses (“**Fee**”) as defined in the Attachment on the dates and in the amounts listed on the Attachment. A monthly service charge of one and half percent (1.5%) is added to the unpaid balances of any late payment. Two Buntings reserves the right to postpone or defer providing Services if the Fee is not paid when due.

DISCLAIMERS: Client understands and acknowledges that (initial each): (1) Two Buntings has made no guarantee that the Services provided hereunder will result in increased revenue, efficiency, or any other measurable or immeasurable success; Client is responsible for his/her own success _____ (initial) and; (2) the Services provided hereunder are not psychological counseling nor therapy of any kind; in the event Client believes he/she needs professional counseling or therapy, it is Client’s responsibility to seek a licensed professional _____ (initial).

CONFIDENTIALITY: Except as required by law, neither party shall publicly disclose or publicize in any manner any of the specific terms of this Agreement, nor the existence of the Agreement. Both parties shall exercise all reasonable care to preserve and protect any confidential information it may learn or otherwise come across in the course of the Agreement, from any unauthorized use, disclosure, or theft, except as required by law. Client acknowledges and understands that Two Buntings may use some of Client’s confidential information to consult other professionals regarding the Services without divulging Client’s name or other identifying details, and may use Client’s name for professional licensing requirements.

TERM and TERMINATION: The term of the Agreement shall commence on the date first written below and shall conclude upon completion of the Services (the **"Term"**) unless sooner terminated by either party upon five (5) days written notice to the other party. Upon any termination of this Agreement, Client shall pay to Two Buntings any unpaid Fee due for Services rendered up to and including the termination date.

The signatories below represent that they have the full right and authority to enter into this Agreement on behalf of their respective parties and agree to the terms of this Agreement, including the Standard Terms and the Attachment attached hereto.

AGREED TO and ACCEPTED:

X: _____

Print: _____

Date: _____

X Rebecca Reimers Cristol

Rebecca Reimers Cristol
Two Buntings, LLC

STANDARD TERMS AND CONDITIONS

1. Indemnification. Client shall fully defend and indemnify Two Buntings and its successors and assigns (collectively, "Indemnified Parties") against any and all claims, actions, losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and expenses): (i) incurred by the Client, the Client's business(es) and its (their) directors, officers, shareholders, employees, and agents, and each of their respective personal representatives, heirs, executors, administrators, agents, and assigns (the "Client Representatives") arising out of or related to the terms and/or subject matter of this Agreement unless caused by the gross negligence or willful misconduct of Two Buntings and (ii) incurred by Two Buntings arising out of or related to Client's breach of any covenant, representation, or warranty hereunder.
2. Relationship of the Parties. Two Buntings is retained by the Client only for the purpose of performing Services as set forth in this Agreement. Two Buntings' relationship with the Client is that of an independent contractor. This Agreement does not create a joint-venture, partnership, employer-employee, principal-agent, or similar relationship amongst the parties. Two Buntings may represent, perform services for, or be employed by such additional clients, persons, or companies as it sees fit including, but not limited to, other entities that may directly or indirectly compete with Client. Neither Party shall have authority to act for or bind the other party.
3. Miscellaneous
 - (a) *No Implied Waiver.* The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement (whether by course of performance, course of dealing, or otherwise) shall not be a waiver of any other breach or subsequent breach.
 - (b) *Force Majeure.* Two Buntings shall not be liable to the Client in the event of a force majeure, including, but not limited to, illness, injury, weather, change in law, personal emergency or any other cause that is beyond Two Buntings' reasonable control ("Force Majeure"). Two Buntings shall have (i) the right to postpone any Services during an event of Force Majeure, and (ii) the right, but not the obligation, to terminate this Agreement without any further obligation of Two Buntings in the event of a Force Majeure that lasts for a period of twenty (20) days in aggregate.
 - (c) *No Violation of Law.* If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner that shall render it valid and enforceable. The invalidity or unenforceability of any such provision shall have no effect on the validity or enforceability of any other provision of this Agreement.
 - (d) *Governing Law and Jurisdiction.* This Agreement shall be governed by applicable federal law and by the laws of the Commonwealth of Virginia without giving effect to its conflict of laws provisions. Furthermore, the parties hereby agree that jurisdiction and venue for any matter arising from this Agreement shall lie in Williamsburg, Virginia.
 - (e) *Limitation of Damages.* Two Buntings' liability to Client for any acts or omissions arising out of or in connection with this Agreement will not, in any event, exceed the amount paid by Client to Two Buntings under this Agreement. In no event shall Two Buntings be liable to Client or Client's business(es) for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement.
 - (f) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
 - (g) *Survival.* Provisions of this Agreement, that by their sense and context are intended to survive performance by either or both parties shall survive the completion, expiration, termination, or cancellation of this Agreement, including but not limited to, the parties payment and confidentiality obligations hereunder.

COACHING SERVICES AGREEMENT
SPECIFICATIONS ATTACHMENT

This Attachment is attached to the Coaching Services Agreement by and between TWO BUNTINGS, LLC ("Two Buntings") and the Client named therein ("Client")(the "Agreement"). The following terms and conditions are incorporated into and form an integral part of the Agreement to which they are attached for all purposes.

I. SERVICES: The term "Services" shall mean:

One time, one-hour complimentary coaching session.
One-hour coaching sessions until December 31, 2021.
Coaching sessions may be over the phone or via video chat.

II. FEE: The "Fee" shall be:

No fee for complimentary coaching session.
One one-hour coaching session: \$110
Package: Three one-hour coaching sessions: \$285.00
Package: Ten one-hour coaching sessions: \$850.00

III. CLIENT OBLIGATIONS: In addition to signing the Agreement and paying the Fee, Client agrees to the following:

- A. Client acknowledges and understands that the Services require Client to fully engage in the coaching process, including completing tasks provided by Two Buntings to Client in a timely manner and maintaining a notebook where Client can record insights and thoughts before, during, and after each session.
- B. Services are primarily conducted through 1-hour sessions. All sessions for each month will be scheduled at the end of the previous month.
- C. Client may schedule phone calls with Two Buntings between regularly scheduled sessions for no additional fee so long as the calls are less than ten minutes. Such calls are subject to availability, which may not be possible.
- D. Session Cancellation Policy: Client understands that Two Buntings is committing to time and resources once each session is scheduled. Therefore, Client agrees that all cancellations require 24-hour notice to Two Buntings and are subject to the following rules:
 - 1. For the first two cancellations, Two Buntings will waive the portion of the Fee attributable to those sessions.
 - 2. For the third cancellation and all subsequent cancellations, Client shall pay 50% of the Fee attributable to each cancelled session, in addition to the full Fee attributable to the re-scheduled session.
 - 3. For all cancellations within 24-hours, Client shall pay the entire Fee due and payable for that session to Two Buntings, in addition to the full Fee attributable to the re-scheduled session.