



## CLIENT AGREEMENT

WELCOME! You have just made an extraordinary commitment to your health and wellness and I am looking forward to working with you! Please read this information carefully.

The purpose of this Agreement is to set forth the details about working together so that we both are clear as to what each of our respective roles are and how our communication will take place so that our time will be positive, productive, and comfortable.

This Agreement is being made between Carolina R. Marrelli of EquiBalance Health, LLC, P.O. Box 162913, Miami, FL 33116 (“Health Coach”) and \_\_\_\_\_ (client’s name), \_\_\_\_\_ (client’s address, city, state, zip). (“Client”) We both legally agree to the following:

### Program description

#### **Your Private Health Coaching Program includes:**

- 6 Months of one-on-one Health Coaching
- 2, one-hour coaching sessions per month which will include a discussion of your progress, recommendations, and recap notes.
- Bi-weekly 15 minute check-ins via phone.
- Brief email support between coaching sessions
- One doTERRA Essential Oil Kit
- One free extra session for how to use your kit
- Bonus gifts
- Entrance into any workshops or events hosted by EquiBalance Health, LLC.

### Expectations

#### **During the Program, you can expect that I will:**

- Be on time.
- Come prepared.
- Devote my full attention to you during our time together.
- Create a safe, judgment-free space where you can be to be your real, authentic self.
- Serve as your accountability partner and supporter.
- Stretch you outside of your comfort zone.
- Offer support, encouragement, feedback and guidance.

#### **I expect that you will:**

- Promptly provide payment for the Program.
- Show up on time and fully prepared for our time together.
- Be coachable.
- Give 100% of your effort and fully commit to the Program.
- Use your best efforts to complete all action steps and fulfill commitments that you make.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.
- End our sessions on time.



## Schedule & Timing

**Scheduling Appointments:** I try to be attentive to my clients. Should you need to reach me between appointments, please contact me between 9:00am – 4:00pm (ET). I will do my best to respond to you within 24 hours on weekdays. On weekends and holidays, I will do my best to reply to you by the next business day. Any e-mails, calls or texts to me related to your Program are for quick questions and you will receive brief responses. If you want to discuss something at length with me, I may request that we wait and discuss your question at our next appointment. Please come prepared to start and end your appointments on time.

**Rescheduling:** If you need to reschedule an appointment, you need to do so at least 24 hours in advance of your scheduled time by sending an e-mail and/or calling me.

**Cancellation:** Our time together is important. If you need to cancel your appointment, you need to do so at least 12 hours in advance of your scheduled time by sending an e-mail and/or calling me. If you do not contact me at least 12 hours in advance, this will be considered a missed appointment and a \$100 missed appointment fee will be charged.

**Missed Appointment:** There can be a rare occasion where you miss your appointment altogether or you forget to let me know in advance that you need to cancel or reschedule, so you are allowed 3 “Get Out of Jail Free” missed appointments. However, you are only permitted to miss 3 appointments during the Program. If you miss more than the 3 appointments, you will not have the opportunity for a make up appointment during the 6-months we are working together, nor will refunds be given for the missed appointments. If, after our 6 months are over, you would like to make up the sessions missed, you will be charged \$300 per session missed. Remember, you only have 12 sessions with me. Make it count.

## Investment & Payment

**Investment:** You agree that you are financially willing and able to invest in this Program by choice, and that by so doing, you are not incurring any economic hardship in any way.

- If paying in full, your investment is \$6,000.00 and must be made upon enrollment in the Program, before our first session.
- If paying in installments, payment of the first of 3 installments in the amount of \$3,000.00 must be made upon enrollment in the Program, before our first session. The second installment in the amount of \$3,000.00 will be due before the start of the 4th months session.

**Payment Authorization and Receipt:** If paying by debit or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Program without any additional authorization, and you will receive an electronic receipt from Square. If I choose to provide you with an invoice instead, you are required to manually pay it by the date due on the invoice or your Program will be put on hold until payment is made. Please note that I do not accept cash payments.



**Missed Payment:** If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 3 day grace period to make the payment following the due date, otherwise your Program will be put on hold. If no payment is made within the 3 day grace period, the Program will automatically terminate and you will no longer be granted access.

**Refund Policy:** It is my intention for you to be happy with your Program. However, because I have invested considerable time and effort in your Program, if you decide to withdraw at any time for any reason, you are still fully responsible for making all Program payments, and no refunds will be provided.

### Confidentiality Intellectual property rights

Confidentiality is important to me. I will keep all information exchanged between us during the Program confidential. I will not disclose any information that you share with me during the Program to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) when required by law, or (3) you have given me prior written permission.

### Intellectual property rights

I retain all ownership and intellectual property rights to the Program content and materials provided to you through the Program, including all copyrights and any trademarks belonging to me. The Program content and materials are being provided to you for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission.

### Personal responsibility, disclaimer & release of claims

**Personal Responsibility & Assumption of Risk:** You acknowledge that you take full responsibility for yourself and all decisions made before, during and after your Program. You accept full responsibility for your choices, actions and results before, during and after this Program, and you knowingly assume all of the risks of the Program related to your use, misuse, or non-use of the Program or any of the Program materials. You understand and agree that you are solely responsible for your results.

**Disclaimer:** I have used care in preparing the information provided to you, but this Program and my Program materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that I am not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program.



The Client understands that the role of the Health Coach is not to prescribe or assess micro- and macronutrient levels; provide health care, medical or nutrition therapy services; or to diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Rather, the Coach is a mentor and guide who has been trained in holistic health coaching to help clients reach their own health goals by helping clients devise and implement positive, sustainable lifestyle changes. The Client understands that the Coach is not acting in the capacity of a doctor, licensed dietician-nutritionist, psychologist or other licensed or registered professional, and that any advice given by the Coach is not meant to take the place of advice by these professionals.

*For specific questions related to a medical or mental health situation, consult a medical doctor or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. Do not start or stop taking any medications because of anything you have read or received through this Program. Any recommendation of any doTerra products is simply offered for educational purposes, and you need to check with your own medical professional before using any of these products on, in or near your body in any way if you have a serious disease or are taking medications.*

By signing this Agreement, you agree that you are also consenting to the full Disclaimer which may be found on my website.

**Limitation of Liability, Indemnification, and Release of Claims:** I will not be held responsible in any way for the information that you request or receive through this Program, including my services, products, and Program materials and any other information you have received from or through me related to this Program. You agree that you fully and completely hold harmless, indemnify and release me from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may have against me in the future that may arise from your participation in the Program, including all services, products, and Program Materials, to the extent permitted by applicable law.

### Other Important Terms

**Termination:** If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 7 days in advance by e-mail. Even after termination by either of us, all of the terms of this Agreement, including all of the Investment, Refund Policy, and Intellectual Property terms, will still apply to both of us now and in the future.

**Notice:** All correspondence or notice required regarding the Program shall be made to me by e-mail at [Carolina@EquiBalanceHealth.com](mailto:Carolina@EquiBalanceHealth.com) and to you at the e-mail address you provided during your enrollment in the Program. Should your e-mail address, billing information, or contact information change at any time throughout the Program, it is your responsibility to provide your updated information to me within 7 days of any change.



**Entire Agreement, Assignment, Survivability and Waiver:** This Agreement contains our entire agreement. This Agreement may be modified or amended at any time as long as the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If I choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement.

**Governing Law:** This Agreement shall be construed according to the laws of the County of Miami-Dade in the State of Florida

**Dispute Resolution:** Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we are unable to seek resolution in 14 days, we agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in the County of Miami-Dade in the State of Florida where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

**Non-Disparagement:** If there is a dispute between us, you agree to not publicly or privately make any negative or critical comments about the Program, my business or me, or to communicate with any other individual, company or entity in a way that disparages the Program or harms my reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.

*By signing this Agreement, we both acknowledge that we have read, understand, agree to and accept all of the terms in this Agreement. Electronic signatures of this Agreement are permitted and enforceable. You agree that you have had the opportunity to ask me any questions prior to signing, and your signature indicates that you are in agreement with all of the terms of this Agreement.*

**Client**

Name: \_\_\_\_\_

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

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

**Coach**

Name: \_\_\_\_\_

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