

**Taunia Dawn Terry**, *Life Coach and Strategist*

*DBA: Volition*

Ogden, UT 84404

385-352-3233

## **COACHING and MEMBERSHIP AGREEMENT**

By enrolling (electronically, verbally, or otherwise), **you (“Client”)** agree to be provided with products, programs, or services by **Taunia Dawn Terry (“Trainer”)**, acting on behalf of **VOLITION (“Company”)**, and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. **GROUP COACHING (including Coffee Talk) and PERSONAL COACHING** is provided by the “Trainer”, Taunia Dawn Terry.

2. **PARTICIPATING MEMBER (“Client)** agrees to the following conditions:

**\*\* (Client: Please initial beside each statement showing agreement.) \*\***

1. By participating in group and/or personal coaching, my experience and the results thereof, are solely based upon my level of participation.

2. I understand and agree that the tools and experiences in this coaching are not a replacement for a clinical diagnosis. While the opinions, lessons, and education within coaching are powerful and proven to be effective, coaching is not meant to take the place of needed professional counseling, therapy, or medication that I am using or could be using.

3. I choose to participate in this coaching knowing that I may possibly experience strong emotions and/or experiences that could cause me to want to stop this coaching. I have the right to cancel at any time within the parameters set within the *Right to Terminate* section. **I agree that there are no refunds in any form for coaching.**

4. I understand that I am responsible to register for and/or attend the coaching sessions I enrolled in. Should I be unable to attend any of the sessions the Trainer is not responsible to provide me with another session date. The Trainer can, however, provide me with the materials and handouts of the missed session upon request.

5. I agree that I am of sound mind and am not currently under any professional psychiatric care under which I have been advised not to participate in coaching of this manner. I also agree that I am not now under the influence of any substance that alters my mental capacity. I also agree that if I am taking any prescribed anti-depressant or prescribed stimulants, I am participating in this coaching of my own free will.

6. The Trainer reserves the right to substitute services equal to or comparable to the coaching if reasonably required by prevailing circumstances.

### 3. PAYMENT AND REFUND POLICY.

(a) Upon execution of this Agreement, Client agrees to pay to the Trainer the full purchase amount for the service enrolled in.

(b) **Trainer does not offer refunds to ensure that clients are fully committed to the coaching process.** If an unforeseen circumstance occurs that causes the client to quit the program, the Trainer may decide to partially refund at her discretion.

(c) If Client selects a payment plan option, Client agrees to pay fees to the Trainer according to the payment schedule set by the Trainer and selected by Client (the "Fee").

(d) In the event Client fails to make any of the payments within the payment plan time prescribed, Trainer has the right to immediately disallow participation by Client until payment is paid in full. This includes disallowing access to modules, materials, and coaching calls or sessions. In addition, a 3% interest fee will be charged for each day that payment is late for a maximum of 30 days. If Client does not commence with payment after 30 days, Trainer has the right to terminate the Agreement.

### 4. RIGHT TO TERMINATE.

TRAINER has the right to terminate the Agreement at any time, at her discretion, and will provide Client with a refund for any part of the services not completed that otherwise had been paid for in advance.

CLIENT can terminate this Agreement at any time with **30 days' written notice**. There will be no refunds. For those set up on autopayments: Services are not prorated as they are billed in full each month. Client will have full access to the membership only for the month that was billed. **Once Client cancels they are no longer guaranteed the rate they had.** If they wish to renew again it will be offered at the current rate plus the **\$25 reinstatement fee**.

### 5. LIMITATION OF LIABILITY.

By using any of the services of Trainer, Taunia Dawn Terry, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Trainer or Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages caused by or sustained in connection with (1) Trainer's performance of this Agreement or by conditions created thereby; (2) based upon any violation of any statute, ordinance, code, or regulation, and the defense of any such claims or actions by Client. Client shall hold Trainer and Company harmless against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property.

### 6. NON-TRANSFERABLE.

To protect the integrity and quality of the sessions, the course facilitation and content will be done exclusively by the Trainer unless the Trainer gives a written agreement to Client to transfer to another party. Neither party may assign their rights hereto without written consent of the other party. **All written materials, videos, etc. created by Trainer and provided at the**

**sessions are the sole property of Trainer and are not to be shared publicly without Trainer's consent.**

**7. MEDIATION.**

In the event of any dispute arising out of this, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Weber County, Utah County, Utah with the parties selecting a mutually agreed upon mediator. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

**8. ENTIRE CONTRACT.**

This supersedes any prior written or oral agreements between the parties. This Agreement may only be modified by a writing signed by both parties. This is governed by the laws of the State of Utah in all respects, and the Parties hereto consent to an exclusive jurisdiction and venue in 3 the courts of Utah County, State of Utah or the Federal Court in Salt Lake City, Utah.

**COSTS AND EXPENSE OF ENFORCEMENT.** In the event that either party fails to carry out its obligations hereunder, the party in default shall pay all costs and expenses, including attorneys' fees (including any incurred in connection with any appeal), incurred by the other party in enforcing its rights or in obtaining redress for the breach, whether by filing suit or otherwise.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first written below.

**“Client”**

Signature: \_\_\_\_\_

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

**“Trainer”**

**Volition, LLC  
Tania Dawn Terry, CEO**

Signature: \_\_\_\_\_

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