

## Mastermind Coaching Agreement

This Agreement made on the \_\_\_\_\_, (the *Effective Date*) between RunLiftRD, LLC (DBA: The Kirsten Screen), referred to herein as “*Coach*”, and [insert client name], referred to herein as “*Client*”. Client and Coach are sometimes referred to collectively in this Agreement as the “*Parties*”.

Client desires to engage Coach to provide business coaching mastermind services for the purposes of provoking thought, providing guidance in business decisions, providing strategy, and helping identify gaps in structure, mindset, and approach in order to support Client’s entrepreneurial journey..

In order to carry out these purposes, the Parties agree as follows:

### 1. SCOPE OF WORK

Coach agrees to perform the following Services for Client, which include:

- Weekly zoom group coaching mastermind calls
- Group Voxer messaging during the designated mastermind agreement period, with Coach responding to the collective participants in Voxer on Mondays, Tuesdays, Wednesdays, and Fridays.
- Automatic enrollment in the Six Figure Business Accelerator

Client understands and agrees that Coach’s services are limited to the Scope of Work detailed in Section I of this Agreement, and that Coach is not available on Thursdays, Saturdays, and Sundays.

### 2. SCHEDULE

The Parties agree to engage in a Coach-Client relationship for \_\_\_ months, beginning [insert start date]. The weekly group zoom calls shall be a **maximum of 60 minutes**. Coach will provide additional support to Client via group mastermind Voxer between scheduled zoom calls. Client can message in Voxer at Client’s convenience; however, Coach will respond exclusively on Mondays, Tuesdays, Wednesdays, and Fridays. Coach agrees to respond once on each of these days, and any additional response from Coach is at Coach’s discretion.

### 3. FEES

**Cost of Services:** Client agrees to pay Coach [\$ ] for the services listed in the Scope of Work, detailed in Section I of this Agreement.

**Fee Schedule:**

[ ] Client shall pay Coach the full fee of [\$ ].

[ ] Client shall pay Coach a retainer of [\$ ]. The following payments will be paid in installments of [\$ ] every month.

**Automatic Draft:** As each installment becomes due, Coach will automatically draft the Client's account for the agreed upon installment fee.

**Due Dates:** Payments are due on their original due date despite any delays in meetings.

**Refunds:** Coach does not offer refunds. Client agrees to pay the total fee agreed upon herein this Agreement.

**Default:** Coach shall have the right to Client from zoom calls and/or group Voxer chats and/or programs/masterclasses if payments are not made to Coach as outlined in this Agreement.

**Late Fees:** Payments that are more than 3 days late incur an additional cost of \$300. After the initial late fee, client will incur an additional \$50 each day until full payment is rendered, plus any additional late fees Client incurred.

**Termination before Completion:** If Client terminates this Agreement before the coaching relationship is complete, Client remains responsible for remaining payments.

#### **4. CHANGES IN SCOPE OF WORK**

Client may request additional work be added to the Scope of Work outlined in this Agreement. If the Client requests such additional work, Coach may, **in its sole discretion**, agree to the increased Scope of Work **for an additional fee to be determined at the time of the request**.

#### **5. CLIENT'S RESPONSIBILITIES**

**Meetings:** The time and manner of group zoom coaching meetings will be determined by Coach. It is the Client's responsibility to be available at the agreed upon time. Coach will initiate all scheduled calls and provide Client with the group coaching zoom link.

**Timeliness:** Client understands the importance of attending meetings at the scheduled time. If Client isn't ready at the scheduled meeting start time and joins the group zoom coaching call after the start of the meeting, the meeting shall still conclude at the original time. Client understands and agrees that the meeting time will not be extended, even if Client is late. If Client fails to attend the scheduled zoom group coaching call, Client understands that this zoom group coaching call will not be repeated or rescheduled. Client will be given access to a recording of each call.

**Rescheduling:** If Coach needs to reschedule a zoom group coaching call, Coach will notify Client and all other Mastermind participants via email with 24 hour notice, barring any Acts of God or unforeseen emergencies out of Coach's control. Coach will make every effort to reschedule any missed calls.

**Communication:** Client understands that thorough communication is of the utmost importance throughout the coaching process. The Coach cannot effectively assist the Client without Client's

cooperation. Client agrees to communicate honestly with Coach, provide Coach with any requested information related to the coaching process, be open to feedback and assistance, and actively participate in the coaching process.

**Effort:** Client understands that coaching is a comprehensive process that may involve various aspects of Client's life, including but not limited to: health, finances, business, relationships, education, etc. Client understands and agrees that it is ultimately the Client's choice on how to handle issues surrounding different aspects of Client's life. Client understands and agrees that incorporating coaching principles and implementing choices is exclusively the Client's responsibility.

## **6. NON-DISCLOSURE**

Parties promise and agree to:

- Secure and protect the other Party's Confidential Information,
- Hold Confidential Information in strict confidence,
- Use Confidential Information only for purposes of carrying out each Party's obligations under this Agreement,
- Refrain from using, disclosing, selling, licensing, publishing, reproducing, or otherwise making available the Confidential Information of the other party except to the extent necessary to perform the Services under this Agreement,
- Only disclose Confidential Information to those of the Party's officers, employees, and agents as are necessary to carry out the purpose of this Agreement; and
- Not disclose Confidential Information to unnecessary third parties.

For purposes of this Agreement, *Confidential Information* includes, but is not limited to: Coach created courses, any plan or documents used by Coach in the course of the Coach-Client relationship, past, present, or future products, product information, pending projects/proposals, creative works, business plans, marketing strategies, customer lists, business records, financial information, and any other information designated as confidential by the Parties.

Information is not confidential if it is generally available or known within the internet industry, it is in the public domain, it was known to either party before this Agreement was entered into, it was independently received by either party from a third party, or it was developed independently by the Coach or Client.

## **7. PROPRIETARY RIGHTS**

The Coach retains ownership of any intellectual property RunLiftRD, LLC (DBA The Kirsten Screen) currently owns that may be incorporated to assist in the performance of the Services in this Agreement. The Client shall be the owner of all right, title, and interest in any intellectual property created for and by Client stemming from the Services in this Agreement. Services shall be deemed a work made for hire in accordance with the Copyright Act, as amended from time to time.

## **8. INTELLECTUAL PROPERTY WARRANTY**

Coach warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. The Client warrants and represents that any content or information provided to the Coach to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify the Coach against any claim that results from the provision of such allegedly infringing content or information.

## **9. TREATMENT**

Client understands and acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and should not be used as a substitute for health care. It is the Client's exclusive responsibility to seek such independent professional guidance as needed.

## **10. LIABILITY**

Except as expressly provided in this Agreement, Coach makes no guarantees, representations, or warranties of any kind of nature, express or implied with respect to the coaching services agreed upon and rendered. Coach shall not be liable to Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

## **11. ASSIGNMENT**

There shall be no assignment of obligations. Neither party may assign any of its respective obligations under this Agreement without the express written consent of the other party.

## **12. NOTICE**

Any notices required or permitted to be given hereunder shall be given via email to [hello@kirstenscreen.com](mailto:hello@kirstenscreen.com). Any notice shall be effective upon delivery.

## **13. TERMINATION**

Either party may terminate this contract at any time for any cause before completion of the contract. To terminate, either party must give 5 days advance notice to the other in writing. If this Agreement is terminated by Coach before all services are rendered, Coach shall be paid for all the work completed up to the date of termination and prorated fees for the outstanding time of the Agreement will be refunded to Client. If this Agreement is terminated by Client before all services are rendered, no fees will be refunded and Client shall be responsible for the entire originally agreed upon fee. All rights granted to Coach under this agreement survive termination of this Agreement.

## **14. MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended at any time and from time to time, but any modification or amendment must be in writing and signed by each party.

#### **15. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

#### **16. FORCE MAJEURE CLAUSE**

In the event either party is unable to perform its obligations under the terms of this Agreement because of, including but not limited to: acts of God, strikes, government restrictions, communicable diseases, epidemics, pandemics, national disasters, or other causes reasonably beyond control, such party whose performance is affected shall notify the other party of the Force Majeure Event and its impact on performance under this Agreement. The party whose performance is affected shall use reasonable efforts to resolve any issues resulting from the Force Majeure Event to perform obligations under this Agreement. The party whose performance is affected shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes

#### **17. ENTIRE AGREEMENT**

This Agreement, including all Exhibits, Appendices, and Attachments, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

#### **18. COUNTERPARTS AND FACSIMILE**

For the convenience of the Parties, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this Agreement may be delivered by facsimile and such facsimiles will be deemed as sufficient as if actual signature pages had been delivered.

#### **19. NON-DISPARAGEMENT**

Client agrees to not take any actions and refrain from making any statements, whether oral or in writing, that negatively impact the Coach's business, services, products, or reputation.

#### **20. DISPUTE RESOLUTION**

If any dispute arises out of or related to a claimed breach of this Agreement or any other

disagreement of any nature, type or description regardless of the facts of the legal theories which may be involved, such dispute shall be resolved by binding arbitration by a single arbitrator in the State of South Carolina. If Coach is deemed the successful party to the dispute, Coach will be entitled to costs and fees incurred in resolving or settling the dispute, in addition to any other relief to which Coach may be entitled. The Parties agree to waive their right to a jury trial. Parties further agree that prior to arbitration, both Parties will make a good faith effort to resolve the dispute without the necessity of outside intervention. Client further agrees that in order to be considered "a good faith effort," Client must give Coach written notice of any dispute about costs, fees or expenses within three (3) days of the date Client receives the Coach's invoice.

## 21. VENUE AND APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of South Carolina. Both Parties agree to submit to the jurisdiction of and venue in the State of South Carolina. Should any claim or controversy arise between the Parties under the terms of this Agreement, such a claim or controversy shall be resolved only in the State of South Carolina.

## 22. SIGNATURES

This Agreement shall be signed by both Parties agreeing to the terms laid out above. This Agreement is effective upon our signatures as of the day and date first above stated.

CLIENT: \_\_\_\_\_  
                  **[CLIENT'S NAME]**

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

COACH: \_\_\_\_\_  
                  **Kirsten Screen, RunLiftRD, LLC**

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