

Align + Clear transformative coaching

SERVICE AGREEMENT

Welcome!

We are very excited to bring you on as a new client! To make sure we are on the same page regarding our services, policies, and expectations, please thoroughly read this Service Agreement (the “**Agreement**”). If you have any questions at all, please reach out to ask us before agreeing.

- 1. Parties.** This Agreement is made between Align and Clear LLC, a Limited Liability Company operating in the State of Colorado (“**Align and Clear Transformative Coaching**,” “**we**,” “**us**,” and “**our**”) and you (“**you**” and “**your**”), the person who has signed or clicked “I Agree” (or something similar) to this Agreement.
- 2. Our Commitment to You.** It is our goal to help you achieve all of your personal wellness goals. With this in mind, we will strive to provide you with the highest quality self-guided and 1:1 health coaching services, with program content delivered via our Align and Clear Coaching app and/or 1:1 client-coach personal sessions, which are outlined in Schedule “A” (the “**Services**”). In order to provide you with the best possible experience, we will also do the following:
 - 2.1.** Our one-on-one programs will be customized to your unique individual needs, goals and abilities, while group programs will take into consideration the current level and general fitness profiles of registered participants.
 - 2.2.** We will do our best to clearly communicate with you about the Services, such as preparation instructions, scheduling details, and follow-up information.
 - 2.3.** You can expect to feel empowered, with actionable steps to lead a healthier lifestyle.
 - 2.4.** This empowerment will lead to clarity on the optimal way to eat, move and sleep.
 - 2.5.** You will begin to better understand your key strengths and how their alignment can improve your happiness.
- 3. Qualifications.** We hold the following professional qualifications and certifications: B.A. in Communication Studies, Certified Primal Health Coach (PHC), Registered Yoga Teacher (RYT-200), Functional Therapeutic Diets (FTD), Health Coaching in Medical Practices (CMP), Strength Training for Women (STW), Positive Psychology Certification and Mindfulness for Wellbeing.
- 4. Scope of Practice.**
 - 4.1.** Here is what we will be doing together:

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- 4.1.1. We help create accountability by listening to individual needs and wants to co-create actionable goals.
- 4.1.2. We are excellent listeners and use coaching tools to help identify behavior and dietary patterns that are obstacles to wellness.
- 4.1.3. We understand what it takes to inspire behavior modification and change habits.
- 4.1.4. We integrate healthy nutrition, fitness and lifestyle habits with educational resources.
- 4.1.5. We ask thought-provoking questions to help clients gain clarity, create ownership and build solutions.

4.2. Here is what we will not be doing together:

- 4.2.1. A health coach is not a therapist and cannot provide emotional counseling.
- 4.2.2. A health coach cannot create individualized nutrition plans, meal plans, or exercise prescriptions.
- 4.2.3. A health coach cannot conduct a laboratory evaluation or assessment of lab results.
- 4.2.4. A health coach cannot diagnose medical or mental health conditions.
- 4.2.5. A health coach cannot prescribe diets or supplements to treat the symptoms of medical and clinical conditions.

5. Scope of Practice/Not Professional Medical Advice. Please know that we only have the qualifications listed above in section 3 and that the scope of our practice in offering our services is to work with you to raise awareness and work towards best practices for your general health and wellness. We do not offer professional medical advice and we highly recommend you seek medical professional advice if you feel you have a disease which must be diagnosed or treated.

6. Our Expectations. And here is what we expect of you:

- 6.1. Respect.** We expect you to show kindness and respect to all staff, other participants, and everyone you interact with at Align and Clear Transformative Coaching.
- 6.2. Time Integrity.** We expect you to show up on time to each scheduled session, ready to participate. We also expect you to honor the cancellation policy detailed in section 10 below.
- 6.3. Communication.** We expect you to be upfront and honest about any health issues you have, and your relevant medical history. You will acknowledge and be honest about any barriers to improving your health. Also please let us know if there is anything we can do to improve the Services. We always appreciate constructive feedback from our clients!
- 6.4. Belief.** You will believe in your ability to transform your own health and wellness.

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- 6.5. Commitment.** You will be committed to making healthy changes to the way you eat, move and sleep.
- 6.6. Open Mind.** You will remain open-minded to non-traditional approaches about how to eat, move and sleep.
- 6.7. Accountability.** You will keep your promises and be accountable to yourself.
- 6.8. Partnership.** You will communicate and negotiate with your health coach in an equal partnership.
- 6.9. Confidence.** You will feel confident enough to ask for what you need from your health coach.
- 7. Term and Termination.** This Agreement begins when you sign or agree to it, and it will continue for the duration of the Services as agreed upon between you and Align and Clear Transformative Coaching (the “**Term**”).
- 7.1.** The Agreement may be terminated by either party at any time by providing three (3) days advance written notice to the other party via email. However, if you terminate the Agreement before the Term is complete, you must make all payments as outlined in Schedule “A” Services.
- 8. Payment.** Payment details and cost for the Services are outlined in Schedule “A” Services.
- 8.1. Payment Method on File.** Feel free to keep a credit card or other payment method on file with us. By doing so, you give us permission to charge the payment method for Services rendered or other fees (as applicable).
- 8.2. Declined Charge.** If credit card/debit card is declined, we will need to pause any ongoing Services until you update your payment information and pay the amount due.
- 9. Fluctuation of Payments.** You understand that we reserve the right to change our prices and that in your acceptance of these new prices and continued payment, you continue to be bound to all the terms of this Agreement. We will always provide at least 30 days notice before raising any prices and we will communicate with you to ensure you are aware of any changes.
- 10. Cancellations and Refunds.** You agree to our refund and cancellation policy, as listed below:
- 10.1. Refunds.** If you aren’t satisfied with our Services for any reason, please email us within seven (7) days of your purchase to ops@alignclearcoaching.com and we will issue a full refund to the same credit card used to purchase the Services.

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10.2. Cancellation & Reschedule Policy. If you have to cancel or reschedule a session for any reason, please give three (3) hours' notice. If you give less than three (3) hours' notice, we may not be able to reschedule your session, and a 50% cancellation fee will be charged to your card on file.

11. No Guarantees. Although we will do our very best to help you achieve your goals, the success of the Services ultimately depends on you. For this reason, Align and Clear Transformative Coaching cannot guarantee the success of, or any particular outcome from the Services.

12. Ownership of Materials. All the content that we have provided to you, including but not limited to videos, audio recordings, documents, graphics and PDFs, are for your use only and are not to be re-distributed or re-used. Align and Clear Transformative Coaching retains all intellectual property rights associated with its content.

13. Substitute Services. Align and Clear Transformative Coaching has the right to substitute services. This means that if we ever need to switch to online services or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in person classes, as necessary.

14. Affiliate Sales. Align and Clear Transformative Coaching is dedicated to promoting products and services that will be of interest to our community. In the course of providing our Services, we may recommend, highlight, sell, or link to our affiliates' products and services that may be beneficial to you, and, in some cases, we may receive a small commission from our affiliates. Regardless of whether we receive a commission, we will only link to products and services that we support and that we truly believe will be helpful to you. Please note that in cases where we recommend, highlight, sell, or link to health supplements or similar products, these products may not be approved by the Food and Drug Administration or other agencies.

15. Medical Disclaimer. The Services provided by Align and Clear Transformative Coaching is educational and informational in nature and is provided only as general information and does not constitute medical or psychological practice, advice, opinion, diagnosis, treatment or guarantee. The Services do not create any doctor-patient, therapist-patient or any other professional relationship and are not a substitute for medical diagnosis, advice, or treatment, or other professional healthcare. You are responsible for your own health care decision-making and should obtain necessary consultations with appropriately licensed health care professionals such as physicians and psychologists. Any advice and recommendations provided by Align and Clear Transformative Coaching are not comprehensive and do not include all the potential information regarding the subject matter, but are merely intended to serve as one resource for general and educational purposes.

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SERVICE AGREEMENT (CONTINUED)

- 16. Waiver.** Before the Services can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign, or otherwise agree to, that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 17. Force Majeure.** Align and Clear Transformative Coaching will not be liable for any failure or delay regarding the Services if such failure or delay is: beyond the reasonable control of Align and Clear Transformative Coaching, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
- 18. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Colorado. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Colorado. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Align and Clear Transformative Coaching of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Counterparts.** This Agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having You click "I Agree," (or something similar) the effect of which will be the same as if we signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Made it. Excited to do great things!

AGREED and ACCEPTED



Signature

Signature

Align and Clear LLC
Per: Katherine A. Pickard, Member and Founder

Printed Name

Date: _____

Date: _____

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SERVICE AGREEMENT (CONTINUED)

SCHEDULE “A” SERVICES

Self-guided and 1:1 health coaching services, with program content delivered via our Align and Clear Coaching app and/or 1:1 client-coach personal sessions

Program Name: Align for 3 Days

Cost: \$54

Duration: 3-Day Program, Access for 7 Days

Details: Self-Guided, In-App Only, See <https://www.alignclearcoaching.com/pricing>

Program Name: Align for 3 Weeks

Cost: \$252

Duration: 21-Day Program, Access for 30 Days

Details: Self-Guided, In-App Only, See <https://www.alignclearcoaching.com/pricing>

Program Name: Align for 3 Months

Cost: \$726

Duration: 90-Day Program, Access for 99 Days

Details: Self-Guided, In-App Only, See <https://www.alignclearcoaching.com/pricing>

Program Name: 1:1 Health Coaching for 3 Weeks

Cost: \$576

Duration: 21-Day Program, Access for 30 Days

Details: Co-Created, In-App and 1:1 Client-Coach Sessions, See <https://www.alignclearcoaching.com/pricing>

Program Name: 1:1 Health Coaching for 3 Months

Cost: \$1,815

Duration: 90-Day Program, Access for 99 Days

Details: Co-Created, In-App and 1:1 Client-Coach Sessions, See <https://www.alignclearcoaching.com/pricing>

Program Name: 1:1 Health Coaching for 6 Months

Cost: \$3,090

Duration: 120-Day Program, Access for 150 Days

Details: Co-Created, In-App and 1:1 Client-Coach Sessions, See <https://www.alignclearcoaching.com/pricing>

Program Name: Coaching for Self-Guided Clients

Cost: \$55

Duration: 30 Minutes

Details: 1:1 Client-Coach Session, See <https://www.alignclearcoaching.com/book-online>