

Coaching Agreement

Companion Community Calls and Balance + Blossom 1-on-1 Coaching with The Homestead Challenge

This Coaching Agreement (the "Agreement") is entered into upon receipt of purchase, by and between Brittany Gibson, of <https://thehomesteadchallenge.com> (the "Coach") and purchaser, (the "Client"), collectively "the Parties."

Purpose of the Agreement. The purpose of this Agreement is to develop a coaching relationship between the Parties in order to cultivate the Client's or Course goals, and create a plan to carry out those goals through stimulating and creative interactions with the ultimate result of maximizing the Client's personal and/or professional potential ("Coaching Services").

Zoom Calls will be recorded. Community calls may be used in advertising, promotion, or however the "coach" sees fit. The coach is the sole owner of any and all rights to the recording.

Cancellation Policy.

- **Community calls:** If client cannot attend a call, you will receive a video recording of the class. No refund will be given if the client misses the call. If the coach needs to reschedule, the parties will work out an agreement for a new time.
- **1-on-1 Coaching:** The Client agrees to notify Coach 24 hours in advance of any scheduled session that Client needs to cancel. Coach reserves the right to charge the Client for the scheduled session for a missed/canceled meeting.

Limited Liability. The Coach makes no guarantees, representations, or warranties of any kind or nature, expressed or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the 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. The Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

Entire Agreement. This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Coach and the Client.

Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the state where both Parties reside, without giving effect to any conflicts of laws provisions. If the Parties reside in different states, this Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.

The Parties agree to the terms and conditions set forth above as demonstrated by the purchase