



## Program Agreement

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Welcome. During the coming six months, you will learn ways to help yourself achieve a healthier diet and lifestyle. Please read the following. If anything is unclear, please ask.

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This Agreement is made today between Mihaela Telecan, and \_\_\_\_\_. The Program in which you are about to enroll, “**SuperWellness Gold-6**” coaching program will include all of the following:

- A. Two 90-minute appointments on the first month, which will include discussion of your progress, recommendations and a full set of notes.
  - B. Two 60-minutes appointments on the first month
  - C. Four 60-minutes appointments on the second and third month
  - D. Two 60 minutes appointments on the fourth, fifth and sixth month
  - E. E-mail & text support between sessions
  - F. A variety of handouts, recipes, books, mp3s, food samples and other materials.
  - G. Body composition analysis (if any in office visits are done)
  - H. 1 year access to the AIN online program
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### SCHEDULING

As your Coach, I understand that my clients have busy schedules and I take pride in not keeping them waiting or keeping them longer than planned. Each session will end 60 minutes after it was scheduled to begin. Please be on time. If the Client needs to cancel or reschedule the appointment, the Client must do so **24 hours in advance**; otherwise, the Client will forfeit that appointment and will not have an opportunity to reschedule it.

Program begins \_\_\_\_\_ and ends \_\_\_\_\_

This program expires if all 18 sessions have not been completed within two months after the End Date specified above.

### PAYMENTS AND REFUNDS

The Client understands that the cost of the Program is \$427 per month. Payments will be received via PayPal, automatic payments.

*\*Please note: Each coaching program has a **1 month happiness guarantee**. In an effort to ensure that both you and Mihaela enjoy the experience, if after the first month of coaching you do not feel it is right for you, you can cancel your contract. There is no refund on the first month should you cancel during or at the end of the first month.*

In the event of the Client's absence or withdrawal, for any reason whatsoever, the Client will remain responsible for the pro rata share of the program that has been delivered, plus a cancellation fee of \$75.00.

The Coach reserves the right to cancel the program if at any point if she feels it is not advantageous for the coaching program to continue. If this happens, the Client is only responsible for the pro rata share of coaching services received.



#### PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client acknowledges that the Client takes full responsibility for the Client's life and well-being, as well as the lives and well-being of the Client's family and children (where applicable), and all decisions made during and after this program.

The Client expressly assumes the risks of the Program, including the risks of trying new foods or supplements, and the risks inherent in making lifestyle changes. The Client releases the Coach from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Client ever had, now has or will have in the future against the Coach, arising from the Client's past or future participation in, or otherwise with respect to, the Program, unless arising from the gross negligence of the Coach.

#### CONFIDENTIALITY

The Coach will keep the Client's information private, and will not share the Client's information to any third party unless compelled to by law.

#### ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES

In the event that there ever arises a dispute between Coach and Client with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

This agreement shall be construed according to the laws of the State of Florida. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that: (1)he/she has received a copy of this letter agreement; (2)he/she has had an opportunity to discuss the contents with the Coach and, if desired, to have it reviewed by an attorney; and (3) the client understands, accepts and agrees to abide by the terms hereof.

Client name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_