



Elevate Monthly Coaching Experience

PROGRAM DELIVERABLES

1. 90-minute 1-1 VIP Kickstart Session
2. Two 50-min Amp-Up coaching calls per month
3. Unlimited 15-min Tuning Sessions
4. Recordings of ALL your sessions
5. Access to Elevate Training Library
6. Weekly Personal Benchmark emails
7. Make Your Voice Mean Business® online course
8. Helen's "Top Secret Formula for Influence" PDF guide
9. Email support as needed during business hours
10. Ticket to Amplify 6-week Leadership Experience

COACHING AGREEMENT

1. Helen Moses, LLC, DBA Speak Up Communications ("Speak Up") represents and warrants that its content providers have the knowledge, skills, and experience necessary to provide the Services, but disclaims all other representations and warranties, including fitness for a particular purpose or any particular result. If Clients are not prepared and doing their part between coaching sessions, they will have a harder time achieving their desired results.

2. **SCHEDULING:**

Client will be provided with a link to schedule the individual monthly coaching sessions and is responsible for booking each appointment. Any unscheduled or unused sessions in a calendar month are not transferable to future months. Appointment no-shows and cancellations with less than 24 hours' notice are subject to a \$50 cancellation fee.

3. **PAYMENT:**

Client will be automatically charged monthly to the credit card on file on the same day of each month, regardless of client's regular participation in the coaching program. Client agrees to make a minimum of one monthly payment of \$697.00, after which automatic monthly payments will continue at the same rate until Client cancels. When applicable, Client may make a one time up front payment for a specified number of months, after which no additional payments will be required unless Client wishes to continue coaching.

4. **CANCELLATION and REFUND POLICY:**

To cancel the automatic monthly charge, Client must notify Speak Up in writing (email is acceptable) with a minimum of seven (7) calendar days advance notice before the next scheduled monthly payment. Client understands that all payments made are nonrefundable unless Speak Up does not meet the terms of this Agreement. Refunds prorated to reflect any unused balance may be given in the event of injury or illness permanently affecting the Client's voice or death of Client.



5. **LIABILITY:**

Speak Up's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to Speak Up in the most recent 12-month period. To the extent it is lawful, neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

6. **CONFIDENTIALITY:**

The existence of this coaching relationship, as well as any information that Speak Up receives from Client, are to be fully and completely confidential under the terms of this Agreement. Speak Up will not disclose Client's name or any of Client's information without Client's written consent, unless subject to a legal requirement, such as a court order, subpoena, or law enforcement inquiry.

All communications, videos, documents, information, and notes related to individual Client sessions will be stored in a shared Google Drive folder, accessible only by Client and Speak Up. Client may download all files in this folder for his/her use. Speak Up may discard contents of said folder two weeks after the end of the coaching relationship.

If Client provides written or video testimonials during or after the coaching relationship, Client agrees that Speak Up may use them in any and all printed and digital formats for promotional use, unless otherwise specified in writing by Client when providing the testimonial.

7. This Agreement and the Services provided are governed by North Carolina law. Speak Up and Client agree to try to resolve all disputes amicably, but any dispute must be brought in the state or federal courts located in Raleigh, NC.

SIGNED:

Speak Up Communications Signature

Helen Moses, Owner
310 S. Harrington Street
Raleigh, NC 27603

Date: _____

Client Signature

Client Name (Printed)

Mailing Address

City, State, Zip

Date: _____