

HEALTH AND WELLNESS CONSULTING AGREEMENT

This Health and Wellness Coaching Agreement (this "Agreement") is made by and between **Amelia Brown** ("Coach") and _____ ("Client"), effective as of the date last signed by the parties (the "Effective Date"). Coach and Client are collectively referred to as the "Parties."

WHEREAS, Coach obtained a Doctorate of Occupational Therapy OTD, OTR/L from Belmont University in 2016 and is a Certified Functional Nutrition Coach (Mindbodygreen, 2020) and Certified Autoimmune Paleo Coach (Autoimmune Wellness, 2020) and desires to offer certain Services to Client as set forth on the "Schedule of Services and Fees" attached hereto; and

WHEREAS, Client desires to retain the services of Coach pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration exchanged between the Parties, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope of Work.** Coach will provide the services selected by Client on the attached Schedule of Services and Fees (the "Services"). Coach will draw on her professional experience to serve as a mentor and to guide Client in reaching certain health and wellness goals through implementing targeted, positive, healthy, simple and sustainable lifestyle decisions. The Services offered by Coach are for informational purposes and not intended to be a substitute for professional medical advice, diagnosis or treatment that is to be provided by Client's physician, therapist, licensed dietitian, nutritionist, or any other health care professional. Coach is not a medical health practitioner or mental health provider. Coach is not providing health care, medical or nutrition therapy services or attempting to diagnose, treat or cure in any manner whatsoever any disease, condition or other physical or mental ailment of Client. If Client has questions or concerns about a specific physical or mental health need, food sensitivity or allergy, dietary restrictions or medications, Client agrees to speak with Client's physician or other qualified health care provider about same.

2. **Client Responsibility.** Client acknowledges and agrees that Client is voluntarily seeking the Services to be provided by Coach and that Client is solely responsible for the results of said Services. While Coach will assist Client in achieving Client's goals, Coach cannot and does not guaranty any specific result(s) in connection with the Services.

3. **Assumption of Risk.** While Coach will endeavor to provide Client with the most helpful, accurate and up to date information, Client acknowledges and agrees that there may be unknown risks and circumstances that can arise in connection with the Services that can influence or reduce results and that Coach is not responsible for Client's actions, inaction or choices related to the Services. Client understands that any use of any of the Services, products, recipes, suggestions or recommendations is at Client's own risk. Client accepts full responsibility for Client's use or failure to use any Services or any information provided by Coach.

4. **No Warranties.** Coach makes no representation or warranty of any kind, express or implied, concerning the Services to be provided to Client or the results related thereto. To the fullest extent permitted under applicable law, Coach disclaims and Client agrees to waive any right arising out of or in any way related to all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

5. **Indemnification and Limitation of Liability.** To the fullest extent permitted under applicable law, Client agrees to indemnify and hold Coach harmless from any and all claims, liabilities, losses, damages, costs, repayment obligations, or expenses, including court costs and attorneys' fees (collectively, "Claims") arising from the Services to be furnished by Coach to Client. Client shall defend all Claims and shall reimburse Coach for any expenses, including reasonable attorney's fees, incurred by Coach by reason of such Claims, irrespective of whether or not a formal proceeding or lawsuit has been commenced or is such claim is meritorious. Client acknowledges that Client's indemnification of Coach as set forth in this Section is a material inducement for Coach agreeing to furnish the Services, and if not for Client's agreement to the foregoing indemnification, Coach would not have entered into this Agreement.

6. **Cancellation Policy.** Client may cancel or reschedule appointments via email or text message without penalty with 24 hours prior written notice. Cancellations with less than 24 hours notice will be subject to the full charge related to the appointment.

7. **Termination.** Either Party may terminate this Agreement at any time and for any reason whatsoever. If this Agreement is so terminated, then Client shall pay Coach for any Services furnished as of the date of termination; and, thereafter, the Parties shall have no further obligations to each other and this Agreement shall be of no further force or effect.

8. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between Client and Coach with respect to the matters set forth herein. This Agreement contains the sole and entire understanding between Client and Coach with respect to the Services contemplated under this Agreement, and all offers, agreements and representations heretofore made between the Parties are merged into this Agreement. This Agreement reflects the negotiated agreement of the Parties. Each Party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and that each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one Party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. This Agreement shall not be modified or amended in any respect except by a written agreement signed by the Parties.

9. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

10. **Counterparts and Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Further electronic signatures shall be as binding as originals, and signatures transmitted by electronic means shall be deemed originals and shall be binding upon the Parties.

WHEREFORE, the Parties have executed the foregoing Agreement, having fully read and understood its contents after having had adequate opportunity to have its meaning and affect fully explained to them.

CLIENT:

COACH:

Print

Amelia Brown

Name: _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____