

KCT - Knowledge Capture and Transfer

Improving quality of lives in the most enjoyable and effective ways.

Results Coaching Terms and Conditions

This coaching agreement (hereinafter “Agreement”) between Knowledge Capture and Transfer (hereinafter “KCT”) and _____ (herein after “you,” “your” or “I”) is entered into this ____ day of _____, in the year of _____. In the consideration of the fees and services exchanged, the parties agree to the following Terms and Conditions:

1. Nature of the Relationship

- A. Knowledge Capture and Transfer (KCT) and its Coaches offer educational services. These sessions are coaching sessions for your planning, education and motivation. KCT represents, and by signing this Agreement you acknowledge that you understand and agree, that these Coaching sessions **are not psychological counseling, relationship counseling session**. If you feel you need professional counseling or therapy it is your responsibility to seek the help of a licensed professional. It is KCT's intent to keep confidential information shared by Client confidential. Information that cannot be kept confidential because of applicable laws or statutes will not be kept confidential. To begin coaching, you MUST complete and return this agreement. Upon the receipt of this agreement and appropriate payment (If applicable) your first Coaching session will be scheduled.
- B. From time to time, your call may be monitored by one of our Mentor Coaches or recorded as part of our ongoing quality process and training for the coaches.

2. Default and Cancellation Policy

- A. Default. Your account must be current under the terms of this Agreement before the start of each session. If you do not pay by the agreed-upon date(s), then you will be considered to be in default of this Agreement.
- B. Cancellation. In the event you decide to cancel, you must provide 30 days written notice of your cancellation to KCT's Coaching Administrator at the address on this Agreement, stating the reason you have chosen to cancel. KCT will retain the first month's payment as an administrative fee. If you have completed coaching sessions beyond the first month, KCT will also retain the amount equal to the value of the additional completed months of coaching. If you paid in full at the start of your Agreement, and cancel prior to the completion of your Agreement, your price will revert to the monthly payment plan rate. KCT will prorate you any refund due, if any, at the appropriate monthly payment plan price on the front of this document based on the number of months you completed.

3. Transfers, Program Changes, Missed and Rescheduled Sessions

- A. You will be assigned a Personal Coach with a specific time frame for each coaching session. We have reserved a specific Coach for you, therefore Coaching is not transferable to another

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person. You will contact your Coach at agreed-upon times, by calling a number which will be provided to you, and you will be responsible for all telephone charges.

- B. In order to provide you with your choice of scheduled Coaching sessions, once you have established a start date and calling time, you will be unable to alter the set schedule without express permission in advance by your Personal Coach for the scheduled session.
- C. If you miss your regularly scheduled call for any reason, the call will be considered a completed session and will not be replaced by your Personal Coach.
- D. If you are late in making your scheduled call, the call will end at its regularly scheduled time, irrespective of the length of the call, and will be considered a completed session.
- E. Additional 30-minute coaching sessions may be scheduled, if available. Contact your Personal Coach for fee structures.

4. General Provisions

- A. Warranties. You acknowledge that you are not relying upon any warranties, promises, guarantees or representations made by us or anyone acting or claiming to act on behalf of us unless it is in writing and made a part of this Agreement. All advertising material and all prior representations or agreements, if any, whether oral or written, are hereby superseded by this Agreement. This Agreement contains the entire understanding and agreement between you and us, and no addition or modification of any terms shall be effective unless set forth in writing and signed by you and us. No sales representative of KCT has authority to modify the terms of this Agreement.
- B. Terms & Conditions. Your approval and execution of this Agreement, including all the Terms & Conditions herein, will be required prior to commencement of any Coaching session. Failure to sign the Agreement will be deemed a cancellation of this Agreement.
- C. Renewable Contract. This Agreement will automatically be renewed under the provisions of your current payment plan until KCT receives a 30-day written notice cancelling this Agreement.
- D. Pricing. You will be notified of any applicable price increases. Absent a written notification to KCT to the contrary, you agree to accept and be billed for the applicable price increases.

5. Indemnification

You agree to indemnify and hold harmless Berge V. Boyadjian, KCT, and affiliated companies, their officers, directors and employees from any and all claims, demands, suits, expenses, costs, attorney fees, judgments or other charges incurred by you as a result of your voluntary choice to participate in these Coaching sessions. You will not hold KCT, or its Coaches responsible for any actions or adverse results created as a direct result of advice or recommendations given by KCT, or its Coaches.

6. Promotion and Reference

You agree by signing this Agreement that KCT or its assigns has your permission to acknowledge you publicly as a participant of this Coaching program and that KCT may use you as a reference, after contacting you, and has your permission to quote you and use your name on its promotional materials.

7. Disputes

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Any and all unresolved disputes regarding this Agreement and/or the Coaching shall be settled by binding arbitration before a single arbitrator, using the Commercial Rules of the American Arbitration Association, in Long Beach, California. The laws of the State of California shall govern this Agreement.

8. Satisfaction Guarantee

Participate in the first month's coaching sessions. If you are not completely satisfied, you may cancel with no further obligation.

Client's First Name: _____ **Last Name:** _____

Mailing Address: _____

Home Tel. #: _____ **Day Time Tel. #:** _____

Male: ___ **Female:** ___ **Email:** _____

Your signature affirms that you have read and agree to all the KCT Results Coaching Terms and Conditions and will pay KCT a monthly fee of \$ _____ (on the first day of each month) for _____ half hour coaching sessions per month until this agreement is canceled in writing.

Your signature: _____ **Date:** _____

Berge V. Boyadjian
KCT Founder
Improvement Catalyst
and Facilitator