

“My Second Chance”
Course Coaching Agreement

Déa Music Ministry, LLC

Contact: mysecondchancecourse@deamusicministry.net

Coaching Agreement

This Coaching Agreement (the “**Agreement**”) is entered into November 2nd, 2021 (the “**Effective Date**”), by and between November 2nd 2022 with an address of “**My Second Chance**” **Virtual Course** led by Dea Rocha-Viola known as Déa (the “**Coach**”) and _____, with an address of _____, (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 personal, professional, and/or business 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**”).

The Parties agree as follows:

1. **Coaching Goals.** The Client wishes to engage the Coach’s services in order to achieve the following goals/to maximize the following area of the Client’s life:

The goal of this 8-week virtual course is to help women reconnect with the best version of themselves by providing information, insights and tools for healthier habits to be applied at the discretion of the participant. The course is dynamic and interactive and there will be guest experts/speakers on the program who will work with the clients on the subject of personal branding, wellness, personal empowerment and nutrition. Our and coaches properly licensed and/or have permission to coach, and all of the speakers have many years of experience in the field of their expertise.

Private coaching is available, and it is not intended to be “counseling or therapy”. Anyone with mental health issues won’t fit the profile of “the Client”. The “My Second Chance” Coaching Program both group and private sessions, is not intended to diagnose, determine illnesses and pathologies, or treat any of the participants. Participants must be over the age of 21 years of age.

Coaching Fees. In exchange for any of the coaching services listed below, the Client agrees to pay the Coach the following fees and according to the following schedule: Course fees are in \$ dollar amount. (USA Coin)

8-week Private Coaching Program Package - \$5,000.00 (90 min. sessions with a 15 min. lifeline call per week after the session, to be used weekly, not accumulatively)

8-Week Group Coaching Program - \$997,00 (if paid in full, client receives a 45 min. free coaching session with a 15 min. lifeline call with Déa -The Coach

8-week Group Coaching Program + 8-week Private Coaching Package - \$2997,00 (if paid in full, client receives a 45 min. free coaching session with a 15 min. lifeline call with Déa -The Coach

Gift Certificates for Private Coaching are available upon request as follows: 1 for \$250.00, 3 for \$500.00 (recommended, buy two and get one free)

- 2. Coaching Schedule.** The Parties agree to meet according to the online schedule determined by the “My Second Chance” Course Program real time via Google Meet, one day per week for 8 weeks for 2 hours per session. Coach will not be available by telephone and/or email during or in between scheduled sessions, unless scheduled in advance. Clients can communicate via email at mysecondchancecourse@deamusicministry.net
- 3. Coach-Client Relationship – Duties & Responsibilities.** A business and/or life coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead more like a teacher-student or coach-athlete relationship. Each Party must uphold its obligations for the coaching relationship to be successful.
 - 3.1.** The Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation (ICF), an internationally recognized standard for coaching.
 - 3.2.** The Client agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote oneself to the coaching process.
 - 3.3.** The Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of the Client’s life, including work, finances, health and relationships, but it is ultimately the Client’s decision how the Client incorporates coaching into each aspect of life.
 - 3.4.** The Client is solely responsible for implementing the techniques discovered through coaching.
- 4. Confidentiality.** This coaching relationship, as well as all information (physical or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. The Coach agrees not to disclose any information pertaining to the Client without the Client’s written consent. BE ADVISED: the Coach-Client relationship is not a relationship protected by

legal confidentiality (like doctor-patient or attorney-client). As such, the Coach could be required to divulge otherwise confidential information to authorities.

5. **Cancellation Policy.** The Client agrees to notify the 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 unless it is an extreme emergency.
6. **Termination of Agreement.** Either party may terminate this Agreement at any time upon 7 days after enrollment for a full refund. After that, refunds will not be given but the client can take the course within the year of date of first enrollment.
7. **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.
8. **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.
9. **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.
10. **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, Africa and Brazil. The Parties each represent that they have the authority to enter into this Agreement.
11. **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.
12. **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.

13. 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 New Jersey (State of origin of the “My Second Chance” Course Virtual Program) , without giving effect to any conflicts of laws provisions.

14. Video Consent and Release Form

Without expectation of compensation or other remuneration, now or in the future, I hereby give my consent to Déa Music Ministry, LLC – “My Second Chance” Course, its affiliates and agents, to use my image and likeness and/or any interview statements from me in its publications, advertising or other media activities (including the Internet). And video recording of live sessions via zoom or google meet pertaining to the modules in the course “My Second Chance”.

This consent includes, but is not limited to: (Initial where applicable)

_____ - (a) Permission to interview, film, photograph, tape, or otherwise make a video reproduction of me and/or record my voice;

_____ - (b) Permission to use my name; and

_____ - (c) Permission to use quotes from the interview(s) (or excerpts of such quotes), the film, photograph(s), tape(s) or reproduction(s) of me, and/or recording of my voice, in part or in whole, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet), in theatrical media and/or in mailings for educational and awareness.

This consent is given in perpetuity, and does not require prior approval by me.

Name: _____

Signature:

Address:

Date:

Déa Rocha-Viola

10/04/2021

President of Déa Music Ministry, LLC/ Founder of “My Second Chance” Course

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

by filling in the information on this form online, you “The Client”, and “Coach” agree that it is a valid signature.

Coach

Signed: Déa Rocha-Viola

Name: Déa Rocha-Viola

Date: 10/04/2021

Client

Signed: _____

Name: _____

Date: _____