

Coaching Agreement

This Coaching Agreement (this “**Agreement**”), as agreed to the day of purchase (the “**Effective Date**”), is by and between Be a Physician Assistant Consultants (“**Coach**”) and you (“**Client**” or “**You**” and together with Coach, the “**Parties**”, and each a “**Party**”).

WHEREAS, Coach is in the business of providing coaching services related to physician assistant school and early career PA preparation; and

WHEREAS, Client desires to retain Coach to provide said coaching services, and Coach is willing to perform such coaching services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Coach and Client agree as follows:

1. Client-Coach Relationship. An effective coaching relationship requires mutual understanding and respect between the Coach and the Client. That requires the parties to agree to some basic tenets of coaching, including:

Coach and Client agree to communicate honestly, to be open to feedback, and to make time and space to participate fully in the coaching sessions called for hereunder. Client specifically agrees to be open to coaching.

By participating in the coaching, you agree to accept personal responsibility for the results of your actions. You agree that the Coach has not made any guarantees about the results of taking any action, whether recommended during any coaching session or not. You recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Coach.

2. Services.

The parties shall engage in a set number of coaching meetings, determined by the package purchased by the client and outlined in the Exhibit A (the “**Statement of Work**”), which will be conducted via phone or by video call. Any packages or bundles that include application services must be completed within a **set period from the time of this Agreement** as outlined in Exhibit A or they will be forfeited without refund.

Review of written materials is limited to each service package as outlined in Exhibit A. Should a Customer request review of written materials not included in the package purchased as outlined in Exhibit A, such services will be subject to availability and an additional fee.

All coaching will take place during the set coaching calls. You will have email access to the Coach for purposes of completing the agreed upon work, however, there is no guarantee of availability of ongoing advice by email during or after completion of services.

3. Fees. In consideration of the provision of the Services by the Coach, Client shall pay an up-front, single payment for the selected coaching package, which is due and payable at the time of purchase. Payment to Coach of such fees shall constitute payment in full for the performance of the Services. The coaching sessions will begin after the payment is made. **All purchases are final and non-refundable.**

4. Procedure and Scheduling. Coach and Client will agree to a mutually agreeable time for the coaching meetings, and **it will be the Client's responsibility to schedule the coaching meetings and complete all services and work included in the package prior to the package expiration date.** The Coach shall initiate the coaching call at the agreed upon time by opening the meeting room on Zoom. The client is responsible for signing into the call using the information provided in their session confirmation email.

5. Cancellation Policy. You may not cancel an individual coaching session unless you do so at least 24 hours before it is scheduled to begin. Coach reserves the right to treat any meeting that Client misses or attempts to cancel less than 24 hours before it is scheduled to begin as part of the allotted coaching sessions.

6. Confidentiality. The Coach shall treat the relationship with Client, as well as all information shared by the Client, as confidential. Coach shall not disclose the existence of the relationship or any information shared during the coaching sessions without the Client's written consent. This means that the Coach will not disclose the Client's name as a reference without the Client's consent.

Client should be aware that a coach-client relationship does not give rise to privilege or any other legally protected confidentiality. That means that Coach could be ordered by a court to disclose information related to the relationship. Coach will notify Client of any legal request that would implicate Client's information prior to disclosing it but may not be able to oppose disclosing the information.

Confidential Information does not include information: (a) known to Coach prior to Client disclosing it; (b) that is generally known to the public or in the industry; (c) obtained by Coach from a third party, without breach of any obligation to the Client; or (d) that is or was developed independently by Coach without use of or reference to the Client's confidential information.

7. Limitation of Liability. IN NO EVENT SHALL COACH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

9. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

11. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in

this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13. Dispute Resolution. Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through arbitration to be held in Cambridge, MA under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This Agreement shall be governed by and construed in accordance with the laws of MASSACHUSETTS, without effect of any conflicts of law provisions.

14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

By _____ Date _____
Name: Client

By _____ Date _____
Name: Ryanne Coulson

EXHIBIT A
STATEMENT OF WORK

STARTER-PLUS APPLICATION BUNDLE SERVICES INCLUDE:

- Two (2) 60-minute one-on-one Application Strategy Sessions (by phone or video call)
- Written critique of initial draft of personal essay (to be submitted in .doc, .docx, or .pages format by Client at least 48-hours prior to second Strategy Session)
- Two (2) written revisions of personal statement drafts of ≤ 5600 characters. Final revision will ensure a final character count under 5000.
- Written CASPA application review (submitted by Client as PDF)

All document revisions will be delivered by Coach to Client within 3 business days. **Client has 30 days from the time of purchase to redeem all services.**

STARTER-PLUS EXTENDED APPLICATION BUNDLE SERVICES INCLUDE:

- Two (2) 60-minute one-on-one Application Strategy Sessions (by phone or video call)
- Written critique of initial draft of personal essay (to be submitted in .doc, .docx, or .pages format by Client at least 48-hours prior to second Strategy Session)
- Two (2) written revisions of personal statement drafts of ≤ 5600 characters. Final revision will ensure a final character count under 5000.
- Written CASPA application review (submitted by Client as PDF)
- One (1) 30-minute one-on-one Post-Submission Session to be used within 6 months after application submission for extra support during the application cycle

All document revisions will be delivered by Coach to Client within 3 business days. **Client has 45 days from the time of purchase to redeem all services.**

REAPPLICANT SUCCESS BUNDLE SERVICES INCLUDE:

- Written review of **prior** CASPA application and essay (submitted by Client as PDF)
- Two (2) 60-minute one-on-one Application Strategy Sessions (by phone or video call)
- Written critique of initial draft of personal essay (to be submitted in .doc, .docx, or .pages format by Client at least 48-hours prior to second Strategy Session)
- Two (2) written revisions of personal statement drafts of ≤ 5600 characters. Final revision will ensure a final character count under 5000.
- Written CASPA application review for **upcoming cycle** (submitted by Client as PDF)

All document revisions will be delivered by Coach to Client within 3 business days. **Client has 45 days from the time of purchase to redeem all services.**

FUTURE-PA NAVIGATOR PACKAGE SERVICES INCLUDE:

- Four (4) 60-minute one-on-one Pre-PA Strategy Sessions (by phone or video call)
- Four (4) 20-minute one-on-one Monthly Progress Calls (by phone or video call)
- Written critique of initial draft of personal essay (to be submitted in .doc, .docx, or .pages format by Client at least 48-hours prior to session)
- Two (2) written revisions of personal statement drafts without character/word limit. Final revision will ensure a final character count under 5000.
- Written CASPA application review for upcoming cycle (submitted by Client as PDF)
- Written application resume review

All document revisions will be delivered by Coach to Client within 3 business days. **Client has 9 months from the time of purchase to redeem all services.**

POST SUBMISSION AMPLIFIER:

- Two (2) 60-minute one-on-one Application Strategy Session (by phone or video call)
- Written strategic assessment of CASPA application

All document revisions will be delivered by Coach to Client within 3 business days. **Client has 4 months from the time of purchase to redeem all services.**

PA AS A SECOND CAREER, TARGET SCHOOL SELECTION & OTHER STRATEGY-SESSION ONLY PACKAGES INCLUDE:

- Three (3) 60-minute one-on-one Application Strategy Session (by phone or video call) for PA as a Second Career Package
- Two (2) 60-minute one-on-one Application Strategy Session (by phone or video call) for Target School Selection Package
- Other packages as indicated for total number of 60-minute Strategy Sessions

Client has 3 months beyond number of sessions to redeem all services, e.g. 6 months for a package of 3 sessions, 9 months for a package of 6 sessions, from the time of purchase.

DREAM JOB PACKAGE SERVICES INCLUDE:

- Two (2) 60-minute one-on-one Strategy Sessions (by phone or video call)
- One written review of cover letter
- One critique & editing of resume or CV in MS Word or PDF format

All document revisions will be delivered by Coach to Client within 3 business days. **Client has 60 days from the time of purchase to redeem all services.**