

# The Academy by NextHome

## Client Coaching Agreement

### 1. PARTIES

This Coaching Agreement (hereinafter referred to as the “Agreement”) is entered into on \_\_\_ (the “Effective Date”), by and between NextHome, Inc., with an address of 4309 Hacienda Drive, Suite 110, Pleasanton CA 94588 (hereinafter referred to as the “NextHome”) and \_\_\_ with an address of \_\_\_ (hereinafter referred to as the “Client”) (collectively referred to as the “Parties”).

### 2. PURPOSE OF THE AGREEMENT

1. The purpose of this agreement is to enter a coaching relationship between the personal coach below, and the Client, where the coach will create a plan and train the Client and cultivate his/her personal, professional and/or business goals.
2. NextHome will provide an approved and trained coach for the Client to choose from.

### 3. TERM

This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force for a period of 3 months. After the initial term, the agreement will be month-to-month unless either party terminates the agreement with a 30-day written notice.

### 4. COACHING SESSION GOALS AND DUTIES OF THE COACH

1. Client will receive 2 or 4 individual coaching sessions per month, the times of these sessions will be determined by the coach and the Client in advance.
2. Coaching sessions will be 45 minutes via phone or Zoom.

### 5. COACHING SESSIONS AND DUTIES OF THE CLIENT

1. The Client will provide the data the coach requests prior to the session in order to better serve the Client.
2. Client will do the homework assigned by coach in the required manner and timeframe.

### 6. RESCHEDULING SESSIONS

Client must provide at least 24-hour notice to reschedule a coaching session. While not guaranteed, coach will try to offer an alternative time slot within that same week. If Client misses a session without first informing coach, no refund will be given.

## 7. PAYMENT FOR SERVICES

The Client will pay NextHome an amount of \$600 (for two 45-minute calls per month) or \$1,100 (for four 45-minute calls per month) plus group coaching (included in the four calls package only) for the performance of the Services.

## 8. CONFIDENTIALITY

All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Client, unless the disclosure is required pursuant to process of law. Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the coach.

## 9. SESSION CANCELLATION POLICY

Whereas the Client agrees that it is his/her responsibility to notify the coach of the exact number of hours prior to engaging in the scheduled calls and/or meetings.. The coach will attempt in good faith to reschedule the missed meeting.

## 10. INTELLECTUAL PROPERTY

Client agrees that any intellectual property provided to him/her by the coach will remain the sole property of the coach, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information, or trade secrets.

## 11. EXCLUSIVITY

The Parties agree that this Agreement is not an exclusive arrangement and that the coach is entitled to enter into other similar agreements with other Clients.

## 12. LIMITATION OF LIABILITY

In no event shall NextHome or the coach be liable for any direct, indirect, consequential, or special damages of any kind. NextHome and the coach, hereby,

make no guarantees, representations or warranties of any kind or nature, express or implied, with respect to the coaching services negotiated, agreed upon and rendered.

### 13. SEVERABILITY

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

### 14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

### 15. DISPUTE RESOLUTION

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to binding arbitration in accordance with JAMS, and subject to the laws of the state of California.

### 16. ATTORNEY FEES

In the event of any dispute between the Parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

### 17. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

### 18. AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement. As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURES AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

Client

NextHome, Inc.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_