

SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement"), is made effective on this ____ day of _____ 2020 by and between

THE MOTORVATOR ACADEMY through Timothy Williams located at _____
Email: tim@themotorvatoracademy.com

(Hereinafter referred to as "Academy")

AND

_____, located at _____ Email: _____

(Hereinafter referred to as "Client")

WHEREAS, The Academy is involved in a business of coaching, mentoring, motivational speaking & training business and the Client is desirous of implementing the Academy services into the Client's area of interest for the event, as discussed more fully below;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree as follows:

Article 1 - SCOPE

This Agreement sets forth the terms and conditions whereby the Academy agrees to provide the Services (as described below in Schedule A). The Academy through Timothy Williams will be engaged for the limited purpose of providing these Services to the Client.

Article 2 - NO EMPLOYMENT

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Article 3 - COACHING TERMS AND CONDITIONS

- a) The Academy services are a partnership between the Academy and the Client and is a thought-provoking and creative process that inspires the Client/Audience to maximize personal and professional potential
- b) The Academy agrees to maintain the highest standard of professionalism during the coaching relationship. The Client can count on the Academy to be honest and straight forward in asking questions and creating an action plan for the event.

c) Client hereby acknowledges and agrees:

I) The Client is solely and exclusively responsible for the choices that Client makes with regard to this coaching relationship for the event, as well as the Academy's recommendations and input;

II) Client is solely and exclusively responsible for Client's own mental health, physical health, business decisions, and any other actions or inaction Client chooses to take;

III) The Academy is not liable for any result or non-result or any consequences which may come about due to Client's relationship with Academy and the event for which the service is provided;

IV) The Academy does not provide a therapeutic or a medical guidance through any of its services of coaching, mentoring, motivational speaking & training. The Client is responsible for procuring these services at Client's own will and discretion.

Article 4 - DESCRIPTION OF SERVICES

a) The Client hereby engages the Academy through Timothy Williams to provide the Coaching services for the Client event (Hereinafter the "Services"):

b) The first Coaching session is complimentary and may last up to 30 minutes.

c) The services for the session at the event will be paid in advance to secure the session date and time for the event.

d) The details of the event will be as described below in Schedule A of this agreement.

e) The Academy and Client may agree to change the schedule for the event, through a prior written and signed document subject to the approval of the Academy.

Article 5 - FEES AND EXPENSES

a) The Services will begin at the execution of this Agreement as well as when the Academy receives the retainer of \$_____.

b) The Cost of one (1) hour session for the event will be \$_____

c) Payment method shall be provided by the Academy.

Article 6 - CANCELLATION & RESCHEDULE POLICY

a) The Client agrees that it is the Client's responsibility to notify the Academy at least seven (7) days in advance of the rescheduling of the event or session.

b) The Academy will attempt in good faith to reschedule the appointed event. No refunds will be issued if the cancellation request is made less than seven (7) days to the event.

Article 7 - REFUND POLICY

The Client shall not be entitled to any refund for any monies spend under this Agreement. If Client wishes to terminate this Agreement prior to its planned expiration against the terms mentioned in Article 6 of this agreement, The Academy will forfeit the retainer fees and the Client will be bound to pay the full agreed payment for the event.

Article 8 - CONFIDENTIALITY

The existence of this service relationship, as well as any information that the Academy receives from the Client, will be fully and completely confidential under the terms of this Agreement. It will be the Client's responsibility to address any confidentiality issues with the Academy.

Article 9 - TERMINATION

- a) This Agreement will automatically terminate after the agreed-upon event time and completion of the coaching session.
- b) The Parties may also terminate this Agreement prior to its natural expiration under the following circumstances:
 - I) This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party. For a material breach, the Parties are required to give notice, in writing, specifying what the breach was, but do not have to give advance notice to terminate the Agreement.
 - II) This Agreement may also be terminated by either Party in writing for any reason. Notice shall be given at least seven (7) days time period before termination.
 - III) Upon termination, all fees and reimbursements shall be paid and provided to the Academy as they have accrued up to the date of termination.

Article 10 - LIMITATION OF LIABILITY

The Academy's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to fees paid by the Client to the Academy. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, loss of goodwill, or any other loss.

Article 11 - INDEMNIFICATION

Coach and Client shall each defend, indemnify, and hold the other harmless from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines,

costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, or damage, resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 12 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of _____ without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in _____ in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

Article 13 - NOTICES

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

Article 14 - FORCE MAJEURE

Neither the Academy nor the Coach shall be liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil and military authorities, , acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 15 - ENTIRE AGREEMENT

The agreement embodies the entire agreement between the Academy and the Client relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties.

EXECUTION

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this day and year written below

CLIENT

NAME: _____

SIGNATURE: _____

DATE: _____

Academy:

Timothy Williams

SIGNATURE: _____

DATE: _____