

## NURSE COACHING AGREEMENT

This Nurse Coaching Agreement (this “**Agreement**”) is between Stefanie Schutze LLC (the “**Company**”) on behalf of Stefanie Schutze, RN (the “**Nurse**”) and the client whose name appears in the signature line (the “**Client**”). The Client and the Company are referred to as the “**Parties**”, and each a “**Party**”). This Agreement is Effective as of the date specified in that attached Statement of Work.

The Parties agree as follows:

1. **Nurse Coaching**. The Nurse who is licensed by the State of Maryland and certified by the American Holistic Nurses Association shall provide the Client holistic nurse coaching, which will involve direct and personal conversations conducted via scheduled face-to-face, video, or phone appointments. The Company and the Nurse do not guaranty the security of video or phone sessions or the operation of Client’s technology. All nurse coaching services shall be provided within the scope of the Nurse’s professional scope of practice, however, such services shall not include nor be a substitute for medical diagnosis or treatment. This may include, but is not limited to, one or more of the following: creation/ development of personal, professional, emotional, spiritual, mental, physical, and lifestyle goals and to design and carry out a strategy/plan for achieving those goals; identifying and addressing specific personal struggles, business issues, or general physiological conditions; value clarification, brainstorming, identifying plans of action, examining modes of operation in life, asking clarifying questions, and making empowering requests or suggestions for action (collectively, “**Nurse Coaching**”).

a. **Not Professional Advice**. The Client understands that the Nurse Coaching is not to be used for diagnosis or treatment or as a substitute for professional advice by legal, psychological, mental health, medical, nutritional, financial, business, spiritual or other qualified professionals. The Client agrees to seek independent professional guidance for such matters, as needed.

b. **Third Party Materials**. Periodically, the Nurse may provide links to other web sites or written print material which may be of value, interest and convenience to the Client. This does not constitute endorsement of material at those sites or any associated organization’s product or service. It is the responsibility of the Client to make the Client’s own informed decision about the accuracy of the information at those sites and print material.

2. **Client Obligations**. Nurse Coaching is a collaborative process. In order for it to be successful, the Client acknowledges that she/he/they:

a. *Must* be punctual, present, and undistracted during the coaching sessions;

b. *Must* invest time and energy in the Nurse Coaching sessions;

c. *Must* independently complete reflections and assignments and provide her/his/their full attention and energy to these assignments, as they are a valuable part of the Nurse Coaching process; and

d. *May* choose to disclose details of her/his/their past or present psychological, psychiatric, and/or medical history or treatment.

3. **Session Scheduling.** The Nurse Coaching sessions will be scheduled in advance at mutually agreed upon dates and times. To cancel a scheduled Nurse Coaching session, the Client must provide the Nurse at least 48-hours' written notice (via e-mail or text) in order to be eligible for a reschedule. Missed appointments or cancellations within the 48-hour window will result in forfeiture of the coaching session and the Client will be charged for such session. A particular session can only be rescheduled once. Of course, life happens and emergencies do come up. In these cases, exceptions may be considered at the Nurse's sole discretion. The Nurse reserves the right to cancel and reschedule coaching sessions as needed, and will provide as much notice to the Client as possible.

4. **Fees and Expenses.**

a. **Fees.** Client shall pay the Nurse the monthly fee set out in the attached "**Statement of Work.**" Unless otherwise provided in the Statement of Work, fees will be due on the first (1<sup>st</sup>) of each month, and in no event more than three (3) days thereafter. Client shall reimburse Nurse for all reasonable expenses incurred. Nurse will get pre-approval from the Client before incurring expenses.

b. **Taxes.** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client.

c. **Late Payments.** Payments more than three (3) days overdue are considered late. All late payments shall bear interest at the highest rate permissible under applicable law. The Nurse shall be entitled to suspend the Nurse Coaching if a payment is late.

d. **Refund Policy.** Any fee paid by Client to Nurse under the Agreement is non-refundable. If the Client believes the Nurse Coaching is not working as desired, the Client will communicate this with the Nurse as soon as possible and the Nurse Coaching strategy will be restructured accordingly.

5. **NO WARRANTY.** THE CLIENT ACKNOWLEDGES THAT EACH CLIENT IS UNIQUE AND THAT THE NURSE CANNOT PROMISE RESULTS. THE NURSE PLAYS THE ROLE OF A FACILITATOR OF CHANGE, BUT IT IS THE CLIENT'S RESPONSIBILITY TO ENACT OR BRING ABOUT THE CHANGE. AS SUCH, THE NURSE MAKES NO PROMISES REPRESENTATIONS OR WARRANTIES AND NO PARTICULAR OUTCOME IS GUARANTEED. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. **Intellectual Property.** All intellectual property rights, including copyrights, patents, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos shall be owned by the Company. The Company grants Client a license to use all such intellectual property free of additional charge for personal purposes only. The Client may not share the Nurse's intellectual property.

7. **Confidentiality.** Any information the Client discloses to the Nurse in connection with the Nurse Coaching (as defined in the Agreement) will be kept strictly confidential in accordance with applicable law and professional nursing requirements. The law provides exceptions to those confidentiality obligations which include but are not limited to: Nurses are listed in most, if not all, mandatory reporting statutes. Statutes include child abuse and neglect reporting statutes, medical neglect of children and the elderly, elder abuse in the community or in nursing homes reporting laws.

8. **Term, Termination, and Survival.** This Agreement shall commence as of the Effective Date and shall continue for the Initial Term specified Statements of Work, unless sooner terminated as provided herein.

a. **Default.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of notice.

b. **Termination by Company.** The Company may terminate this Agreement before the end of the Initial Term on written notice if either (a) the Client fails to pay or (b) the Nurse, in her sole discretion, feels the relationship will not lead to a positive outcome for the Client.

c. **Early Termination.** The Client may not terminate this Agreement until the expiration of the Initial Term except as otherwise provided herein. Should the Client terminate this Agreement before the end of the Initial Term, the Client must pay the Nurse an early termination fee equal to two (2) times the monthly fee. If the Nurse terminates this Agreement before the expiration of the Initial Terms, the Nurse will refund the Client a proportional amount of money under the circumstances, as determined in the Nurse's sole discretion.

d. **Survival.** Any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. **Entire Agreement.** This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, 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.

10. **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, is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable.

11. **Amendments.** No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each Party.

12. **Waiver.** 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.

13. **Relationship of the Parties.** The relationship between the parties is that of independent contractors.

14. **Choice of Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Maryland.

15. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16. **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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Stefanie Schutze/ Stefanie Schutze LLC	Client: _____
By Stefanie Schutze Its Sole Member _____ Name: _____	/s/ _____ Name: _____

**ATTACHMENTS:**

- Statement of Work

**STATEMENT OF WORK**

**CLIENT NAME:**

**EFFECTIVE DATE:**

**INITIAL TERM:**

**FEE:**



NURSE  
COACHING