

New Client Agreement Form

Client Name:

Client Date of Birth:

Name of Health Counselor: Drew Pearlman

Client Mailing Address:

Street Address:

City State / Province:

Region ZIP / Postal Code:

Country:

Phone (easiest to reach during day):

Email (for all program communications):

WELCOME!

It is a pleasure to welcome you to this customized Program! During the upcoming months, you will learn ways to help yourself to achieve a healthier lifestyle and greater wellness. Please read and sign the following. If anything is unclear, please ask. This Agreement is made today between the Health Counselor and the Client (both as named above). The Program in which you are enrolling will include all of the following:

A. Two 40-minute appointments each month via Phone or Skype, which will include discussion of your progress and specific, customized recommendations toward achieving your health goals. I encourage all Clients to take detailed notes during each session in order to enhance learning/retention.

B. Documented summary of session recommendations sent via email after each session, including a variety of informational handouts with further information as appropriate.

C. Online access to a variety of additional nutritional and wellness educational material.

D. Nominal email communication with questions and concerns in between appointments, specifically to address follow-up support regarding topics covered during your sessions

DURATION AND SCHEDULING

My goal is to help you to become self-sufficient in being healthier and happier. All individual programs are for a minimum of three months (6 sessions held every other week which must occur within three calendar months). I respect that my clients have varying needs for support and ongoing coaching. For ease of scheduling, sessions will continue to occur automatically beyond this initial duration until the client notifies the Health Counselor via email or phone of a desire to reduce meeting frequency or cease sessions.

The Client and Health Counselor will meet at a consistent day/time every other week for scheduling ease. I understand that my clients have busy schedules, and I take pride in not keeping them waiting. Each session will end approximately 40 minutes after it was scheduled to begin. Please be on time.

If the Client needs to cancel or reschedule the appointment, the Client must do so at least 48 weekday business hours in advance; otherwise, the Client will forfeit that session and owe payment for it. The Health Counselor will also give the Client at least 48 hours notice of a need to reschedule due to unexpected events.

PAYMENTS AND REFUNDS

The Client understands that the cost of this Program is \$480 per month. The Client will pay for their program in monthly installments by bank account

withdrawal or by credit card (all conducted on-line via PayPal) prior to the first session of each month. The client understands that their program is for a minimum of three months. In the event of the Client's absence or withdrawal, for any reason, the Client will remain fully responsible for the unpaid balance of the Program for the first three months. Due to the upfront investment in developing your program, refund requests cannot be supported.

DISCLAIMER OF HEALTH CARE RELATED SERVICES

The Health Counselor encourages the Client to continue to visit and to be treated by his/her healthcare professionals, including, without limitation, a physician. The Client understands that the Health Counselor is not acting in the capacity of a doctor, licensed dietitian-nutritionist, therapist, psychologist or other licensed or registered professional. Accordingly, the client understands that the Health Counselor is not providing health care, medical or nutrition therapy services and will not diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. The Client has chosen to work with the Counselor and understands that the information received should not be seen as medical or nursing advice and is not meant to take the place of your seeing licensed health professionals.

PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client acknowledges that the Client takes full responsibility for the Client's life and wellbeing, as well as the lives and wellbeing of the Client's family and children (where applicable), and all decisions made during and after this program. The Client expressly assumes the risks of the Program, whether or not such risks were created or exacerbated by the Health Counselor. The Client releases the Health Counselor, his/her heirs, executors, administrators and assigns, its officers, directors, shareholders, employees, teachers, lecturers, agents, health counselors and staff (collectively, the Releasees) from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law, admiralty or equity, which against the Releasees, the Client ever had, now has or will have in the future against the Releasees, arising from the Client's past or future participation in, or otherwise with respect to, the

Program.

CHOICE OF LAW, ARBITRATION AND LIMITED REMEDIES

This agreement shall be construed according to the laws of the State of Massachusetts. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force. In the event a dispute arises between the parties, either arising from this Agreement or otherwise pertaining to the relationship between the parties, the parties will submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the entire Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that he/she understands, accepts and agrees to abide by the terms hereof. You will receive a copy of this letter agreement via email.

Client Signature:

Date: