



Coaching Agreement

This Real Estate Coaching Agreement (“Agreement”) is entered as of the last date indicated on the signature page hereto (“Effective Date”), by and between Sherri Johnson, LLC, an Ohio limited liability company (hereinafter “Company”) and the client identified herein (hereinafter the “Client”). The company is engaged in the business of providing individualized professional consulting and coaching to real estate agents, staff, brokers, and managers (hereinafter “Individual Coaching”). Therefore, in and for good and valuable consideration, the receipt of which is mutually acknowledged and as set forth below, Client hereby agrees as follows:

Coaching Services. Client hereby hires Company to provide real estate agent consulting and coaching intended to assist, train, and educate Client in matters relating to listing, marketing, and selling residential real estate properties (hereinafter “Training Sessions”). The client will not personally or professionally rely upon any advice, opinions, recommendations, or training relating to any legal, accounting or tax matters.

Individual Training Sessions. The company shall provide one-to-one training sessions via telephone or video conference on Zoom, Google Meet or Microsoft Teams. Dates and times of training sessions and manner of presentation (telephone and video conference) shall be determined by the coach and client. Cancellation of coaching sessions must be made within 48 hours (about 2 days) to reschedule that session. Any cancellation made within less than 48 hours will be subject to forfeiture. No shows or failure to schedule coaching sessions will be considered missed appointments, and SJC will determine eligibility for session rescheduling case-by-case.

Terms. This Agreement is for at least six consecutive months and will automatically continue month-to-month after the initial six-month term with no determined end date. The agreement may be terminated by the client any time **AFTER** the completion of six (6) months of coaching services and by giving a *30-day written notice to Billing@SherriJohnson.com*. There will be no refunds on services rendered. There will be no refunds or cancellations on pre-paid plans regardless of the length of the pre-payment term. We want to bring to your attention that renewal charges are non-refundable once the subscription has been renewed. If you wish to discontinue the subscription and avoid further charges, please make sure to cancel before the renewal date. The 30-Day Written Notice is required and the client must pay at least one month before initiating termination.

Pre-Paid Plans Auto-Renewal. A 6 month package or a 12 month prepaid package will automatically renew on the anniversary date of clients coaching subscription. Clients opting not to renew will need to notify billing@sherrijohnson.com at least 60 days (about 2 months) in advance of renewal date.

Client may opt to change payment options at time of renewal pre-paid anniversary date. The company may terminate the agreement at any time for any reason.

On Demand, Accountability Calls. *All four (4) 15-minute on-demand accountability sessions must be used within a month and used weekly. If an accountability call is not used within the week, it will expire and void.* There will be no accumulation of, carry over or refund on any on-demand accountability sessions. Each of the four (4) 15-minute accountability sessions will remain as such. They cannot be combined to create any additional sessions (i.e. two (2) 15-minute calls become 30-minute call, four (4) 15-minute calls become 1 hour call).

Access to The Sherri Johnson Academy coaching materials and strategy coach will be terminated upon termination date.

Failure of payment. Should the client fail to make all payments due under this agreement, the Company may suspend or terminate all training and coaching sessions and related services. The client shall remain liable for the full amount of the fees due hereunder, which fees shall become immediately due and payable.

Notices. All notices to be provided under this Agreement shall be made by U.S (United States). Postal Service Certified Mail at the following addresses: Sherri Johnson LLC , PO Box 120, Chagrin Falls, OH 44022.

Mutual Confidentiality. The company agrees to regard and treat confidential as business trade secrets all names and addresses of business associates, customers, and clients of the Client (hereinafter "Client Trade Secrets") which may be disclosed to the Company during this Agreement. All such material shall remain the property of Client. Client acknowledges that any materials in any medium (electronic, paper, or written) including, but not limited to documents, charts, training materials, organizational charts/documents, sales development recommendations, guidelines, forms, and questionnaires developed by Company (hereinafter "Company Trade Secrets") shall be treated as proprietary information developed by Company and are the product of and relate to Company's professional experience, research, education, business strategies, marketing strategies, and sales strategies. The Client agrees not to disclose, transmit, deliver, or otherwise communicate Company Trade Secrets to any Third Parties if such information is not publicly available. In view of the nature of Company's association with Client, and vice versa, Client agrees the Company would be irreparably harmed by any violation of this Paragraph, and therefore Company shall be entitled to seek economic damages from Client as well as an action for injunction and/or temporary restraining order prohibiting Client from any violation or threatened violation of this Paragraph.

Authorization. Client authorizes Company and/or its agents to record, reproduce, and/or utilize any communication between Client and Company for training and/or quality control purposes without further notice. Client also grants the Company permission to use Client's likeness and other personal and/or professional identifiers, including testimonials and messaging, for print, digital, and/or other marketing purposes.

Assignment. This Agreement shall not be transferred, assigned, or encumbered by the Client, without prior written consent of Company.

Severability / Entire Agreement / Disclaimer. This Agreement constitutes the entire understanding and agreement of the parties and supersedes any prior written and verbal statements or representations by or made on behalf of Company. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of the parties. Client further agrees that Company has not provided any promise, warranty or guarantee of the results of the Coaching contemplated under this Agreement, and that the results of the Coaching and Training will vary depending upon the education, experience, competence, skill and diligence of Client as well as business, political and market conditions which are not predictable or in the control of Company.

Governing Law. This Agreement shall be considered executed in Cleveland, Ohio and in accordance with and governed by the laws of Ohio.

LMS (Learning Management Software) Platform: Password and Username to be kept confidential and for the sole use of the Client.

Set-Up Fee: There is a one-time, non-refundable \$150 set-up fee. This fee is not included in the monthly coaching cost.