

**FINANCIAL COACHING AGREEMENT**

This Agreement is made as of this \_\_\_ day of \_\_\_\_\_ 2021, (the Effective Date) by and between \_\_\_\_\_ (“Client”) and FIRE Psy Chat LLC.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**1. SERVICES**

FIRE Psy Chat LLC is a financial coaching business coaching clients to get out of debt, improve their budget and learn to save their money effectively.

**2. CLIENT RESPONSIBILITY**

Client retains the discretion over and responsibility for the implementation of any decisions relating to financial planning recommendations. Client is free to accept or reject any recommendation from FIRE Psy Chat LLC.

Client recognizes the value and usefulness of the services described hereinabove will be dependent upon information the Client provides to FIRE Psy Chat LLC and the Client’s active participation.

**3. FEES**

Compensation to FIRE Psy Chat LLC for its financial coaching services shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**4. RELIANCE ON INFORMATION**

Client understands that FIRE Psy Chat LLC, in the performance of its obligations and duties under this Agreement, is entitled to rely upon the accuracy of information furnished by the Client without further investigation.

Client agrees that FIRE Psy Chat LLC will not be liable for any losses, costs or claims suffered or arising out of the Client’s failure to provide FIRE Psy Chat LLC with any information or documents reasonably necessary for the provision of the services.

## **5. CONFIDENTIAL RELATIONSHIP**

All information and advice furnished by either party to the other in connection with this Agreement will be treated as confidential and will not be disclosed to third parties except as required by law.

## **6. INDEMNIFICATION**

In the event FIRE Psy Chat LLC is made party to any claim, dispute or litigation or otherwise incur any loss or expense in connection with Client's obligations and liabilities arising related to this Agreement, Client shall indemnify and reimburse FIRE Psy Chat LLC for all losses and expenses incurred including reasonable attorney fees.

## **7. MEDIATION/ARBITRATION**

Excepting matters for injunctive relief, any claim or controversy arising out of or relating to this Agreement, including without limitation FIRE Psy Chat LLC's performance or interpretation of this Agreement, shall be settled either by mediation instituted at the request of either party or if not resolved by mediation, by arbitration. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

## **8. EARNINGS DISCLAIMER**

FIRE Psy Chat LLC role is to support and assist Client in reaching his/her savings and budgeting goals, but Client's success depends primarily on Client's effort, motivation, commitment and follow-through. FIRE Psy Chat LLC cannot and does not guarantee that the Client will attain a particular result or income increase or level, and Client accepts and understands that results differ by each individual.

## **9. MISCELLANEOUS**

### **9.1 RELATIONSHIP**

It is expressly agreed that the Client and FIRE Psy Chat LLC shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency.

### **9.2 TERMINATION**

Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time with or without cause upon thirty (30) days' prior written notice.

**9.3. SEVERABILITY**

Both parties herein agree that the invalidity or unenforceability of any particular provision of these terms and conditions shall not affect any other provision hereof, but this terms and conditions shall be construed and enforced as if such invalid or unenforceable provision was omitted.

**9.4. ENTIRE AGREEMENT**

This agreement embodies the entire and final agreement of the Partners with regard to the Partnership and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Partners except as herein expressly set out.

**IN WITNESS WHEREOF** this agreement has been duly executed by the parties hereto the day and year first herein before written.

**SIGNED**

**PRINT NAME: FIRE Psy Chat LLC**

**REPRESENTATIVE:**

**SIGNATURE:**

**DATE:**

**SIGNED BY CLIENT**

**PRINT NAME:**

**SIGNATURE:**

**DATE:**