



# Dash 2 Success Group Coaching Program Agreement

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## 1. Introduction

This Group Coaching Agreement ("Agreement") is entered into by and between **Gina Giampietro/Dash 2 Success** (the "Coach") and **[Client Name]** (the "Client"), effective as of [Date]. The purpose of this Agreement is to set forth the terms and conditions of the Client's participation in the **Dash 2 Success Group Coaching Program** (the "Program"). The Program is an eight-week group coaching program in which the Coach provides guidance, training, and support to the Client (and other participants) to improve their professional performance and results. The Coach and Client agree that their coaching relationship will commence on the Program start date and continue for the duration of the eight-week Program, unless terminated earlier in accordance with this Agreement. By enrolling in the Program, the Client acknowledges that they will be participating in a private group setting with other clients and agrees to all terms outlined below.

## 2. Program Description

**Dash 2 Success Group Coaching Program ("Program")** – This is a structured 8-week coaching program delivered in a group format. The Program includes:

- **Weekly Live Sessions:** Eight (8) live group coaching calls led by the Coach (approximately 60 minutes each, once per week). These sessions may be conducted via video conference and will cover the Program curriculum, including strategy discussions, skill development exercises, and Q&A.

- **Course Materials and Resources:** Access to all Dash 2 Success coaching materials, worksheets, templates, scripts, checklists, and other resources provided by the Coach to support the Client's learning. Materials may be delivered weekly or as needed through a secure online portal or email.
- **Group Interaction:** Participation in a private group setting with other Program members. This may include group discussions during coaching calls and/or a group communication platform (e.g. a private forum or email group) where participants can share insights and progress.
- **Coach Support:** Guidance and feedback from the Coach throughout the 8-week period. The Coach will provide direction during sessions and may offer reasonable support via email or the group platform between sessions (as outlined in Section 4 below).

The Program is designed to be intensive and collaborative. Over the eight weeks, the Client will progress through a structured curriculum with clear weekly objectives and actionable tasks. While the Coach will provide tools and proven strategies (for example, communication scripts, pipeline management techniques, and productivity routines), the Client is expected to actively apply these tools in their own business or practice. **Please note:** This Program is **exclusively** a group coaching experience; it does **not** include one-on-one private coaching sessions beyond the group calls, and all coaching occurs in the group environment.

### 3. Expectations and Responsibilities

**Coach's Responsibilities:** The Coach agrees to fulfill the following responsibilities to ensure a valuable coaching experience for the Client and the group:

- **Preparation and Delivery:** Prepare for and lead each weekly group coaching session, delivering high-quality coaching content, practical strategies, and actionable feedback. The Coach will start sessions on time and use the scheduled time effectively to cover Program topics.

- **Support and Feedback:** Provide constructive feedback, insights, and encouragement to the Client throughout the Program. This includes answering questions during group calls and, when appropriate, offering guidance on assignments or challenges the Client faces. The Coach will share relevant tools, scripts, or techniques drawn from her 25+ years of experience to help clients move from “busy” to productive in their real estate business (or relevant field).
- **Materials and Tools:** Supply the Client with all necessary Program materials (workbooks, templates, checklists, etc.) and grant access to any online modules or resources that are part of Dash 2 Success. The Coach will ensure these materials are clear, practical, and aligned with the weekly objectives.
- **Professionalism and Respect:** Conduct herself in a professional manner and foster a respectful, inclusive environment. The Coach will treat all participants courteously, listen to concerns, and moderate group discussions to keep them productive and on-topic. She will also maintain appropriate boundaries and ethics as a coaching professional.
- **Confidentiality and Safety:** Uphold the confidentiality commitments outlined in Section 6. The Coach will encourage a safe space for sharing by reminding the group of confidentiality and mutual respect. If any participant’s behavior is disruptive or inappropriate, the Coach will address it per the code of conduct (which may include a warning or removal from the Program as needed).

**Client’s Responsibilities:** The Client joins Dash 2 Success with a commitment to fully engage in the Program. To get the most out of the coaching and to contribute positively to the group, the Client agrees to:

- **Active Participation:** Attend all scheduled group coaching sessions (see Section 4 for scheduling). The Client will make a good-faith effort to join

each call on time, minimize distractions, and remain present and engaged throughout. Active participation includes contributing to discussions, asking questions, and being open to coaching and feedback.

- **Attendance and Communication:** If an emergency or conflict arises that will cause the Client to miss a session, the Client will inform the Coach in advance (at least 24 hours notice when possible). The Client understands that sessions are group-based and will not be individually rescheduled (see Section 4 on missed sessions). Nonetheless, proactive communication about any attendance issues is expected as a courtesy.
- **Completion of Work:** Complete any homework assignments, action items, or practice exercises between sessions. Dash 2 Success is a practical, results-oriented program—this means the Client should implement the weekly strategies (for example, running the recommended follow-up plays, using provided scripts in real client conversations, tracking activities, etc.). The Client is responsible for doing the work and tracking their own progress.
- **Respectful Conduct:** Interact with the Coach and other participants in a respectful, courteous manner. The Client will contribute to a supportive group culture by listening to others, giving constructive input, and refraining from interrupting or dominating conversations. Harassment, discrimination, or inappropriate conduct of any kind will **not** be tolerated. The Client agrees to follow the group **code of conduct**, which includes maintaining professionalism, respecting differing opinions, and keeping a positive, growth-oriented attitude.
- **Privacy and Confidentiality:** Respect the privacy of fellow participants. The Client agrees not to disclose any personal or sensitive information shared by other members during the Program (see Section 6 for details). This also

means avoiding gossip or discussion of other participants' stories outside of Program contexts.

- **Personal Responsibility and Mindset:** Take ownership of their results and experience. The Client is expected to bring a coachable, action-biased mindset: be open to feedback, willing to try new approaches, and honest about challenges or setbacks. If the Client feels stuck or has concerns, they should communicate this to the Coach so it can be addressed. The Client understands that they are responsible for implementing the advice and tools provided, and for reaching out if clarification or additional support is needed on a topic.
- **No Misuse of Program:** Refrain from using the group platform or sessions for purposes outside the scope of the Program. This includes not using group meetings to solicit business from other participants or to promote personal products/services. The Client should not share Program materials with non-participants. In short, the Client will use the Program for its intended purpose – improving their own skills and business practices – and will respect the integrity of the group coaching environment.

By meeting these expectations, both Coach and Client help create a productive partnership. The Coach can guide and facilitate, but the Client's commitment and follow-through are crucial to achieve the desired "dash to success."

## 4. Scheduling and Communications

**Session Schedule:** The Program's group coaching calls will occur **once per week** over the 8-week Program duration. The exact schedule (day of week and time of calls) will be determined by the Coach and communicated to the Client before the Program start date. Sessions are generally held [e.g., via Zoom video conference] and last approximately 2 hours. All sessions will start promptly at the scheduled time. The Coach will strive to keep the same day/time each week for consistency. In the event the Coach needs to adjust the schedule (due to holidays, unforeseen

events, etc.), she will provide as much advance notice as possible and will reschedule or extend the Program to ensure the Client still receives all eight sessions.

**Missed Sessions:** Given the group format, there are no one-on-one makeup sessions if the Client cannot attend a particular group call. If the Client anticipates an absence, they should notify the Coach in advance (at least 24 hours notice is appreciated). At the Coach's discretion, a recording of the session or a summary of key points may be made available to participants who miss a session. However, the Client understands that live participation is highly encouraged for optimal learning and contribution. Missing sessions may limit the Client's results, and the Client is responsible for catching up on any missed content. **No refund or credit** will be provided for missed sessions, as the Program fee covers the overall experience and not individual sessions.

**Coach Availability and Communication:** Outside of the scheduled group sessions, the Client may contact the Coach for brief support or questions. The primary communication channels for this Program are:

- **Email:** The Client may send emails to the Coach at [gina@dash2success.com](mailto:gina@dash2success.com) with questions or updates. The Coach will make a reasonable effort to respond to Program-related inquiries within 1-2 business days.
- **Group Platform (if applicable):** If the Program utilizes a private group forum or chat (for example, a closed Facebook group, Slack workspace, or similar), the Client may post questions or share progress there. The Coach will monitor group communications and provide guidance or feedback in the group setting so that all participants may benefit. Often, questions answered in the group will help others with similar challenges. (Note: The Client should not post anything they consider highly confidential in a group forum—such matters can be emailed privately to the Coach if needed.)

**Group Communication Norms:** Whether on coaching calls or in written group messages, all participants (including the Client) are expected to communicate in a respectful and constructive manner (as noted in Section 3's code of conduct). The Client should be mindful of tone and professionalism, especially since written messages can be misinterpreted. Healthy debate and sharing of experiences is welcome, but personal attacks or offensive language are strictly prohibited. If any conflicts or issues arise in group communications, the Client should bring them to the Coach's attention privately so they can be addressed. The Coach will moderate discussions as needed to maintain a positive learning environment.

**Accessibility:** The Coach will do her best to ensure that all group calls and materials are accessible to the Client. If the Client has any scheduling constraints or special needs (e.g., time zone issues, hearing/visual impairments requiring accommodations, etc.), the Client should inform the Coach **before the Program begins** or as soon as such need arises. While one-on-one sessions are not included, the Coach may be able to suggest alternatives (such as adjusting call times or providing transcripts) to help the Client fully participate. However, flexibility is limited by the group nature of the Program.

**Emergency Communications:** In case of urgent matters (for example, sudden inability of the Coach to host a session, or a technical failure affecting a scheduled call), the Coach will notify the Client and other participants as soon as possible via email or text (whichever is faster based on contact information provided). Similarly, if the Client encounters a personal emergency that will significantly impact their participation, they should inform the Coach when feasible. Both parties will maintain open lines of communication to handle any such situations.

By establishing clear scheduling and communication practices, the Program aims to run smoothly and keep all participants informed. The Client acknowledges that consistent communication and honoring the set schedule are important to the success of the group coaching experience.

## 5. Investment and Payment

**Program Fee:** The total investment for the Dash 2 Success 8-week Group Coaching Program is **USD \$3,995** ("Program Fee"). This fee covers the entire Program, including all eight group coaching sessions and access to the Program materials and resources. The Client agrees to pay the Program Fee in full, according to the payment terms outlined below, in order to secure their spot in the Program.

**Payment Terms:** The Program Fee is due and payable **prior to the start of the Program**, unless otherwise agreed in writing. The Client is responsible for any fees incurred due to declined payments or similar issues (e.g., bank fees for insufficient funds).

**No Deductions or Offsets:** The Client agrees to pay the stated fees in full and will not withhold or reduce the amount for any reason (other than any sales tax that may be applicable, which should be added if required by law). For example, the Client may not offset the fee with any hypothetical costs or claim a refund outside the terms of the Refund Policy (Section 9.1).

**Taxes:** The Program Fee stated is exclusive of any sales, use, value-added, or similar taxes that may apply. If any such taxes are applicable based on the Client's location, the Client is responsible for paying those taxes. The Coach will comply with any relevant tax laws and will inform the Client if additional amounts for tax need to be collected.

**Commitment to Pay:** By entering this Agreement and enrolling in the Program, the Client commits to the full Program Fee. Even if the Client does not fully attend or complete the Program, the full fee remains due (except as expressly provided in the Refund Policy or if otherwise agreed with the Coach in writing). The Client's commitment is a key part of the coaching process—financially and mentally "investing" in the process helps drive accountability and results. (See Section 9.1 for detailed refund and cancellation terms.)

**Payment Methods:** Payment may be made by approved methods such as credit card, debit card, bank transfer, or another method specified by the Coach. The Coach uses a secure payment processing system to protect the Client's billing information. The Client authorizes the Coach (or her payment processor) to charge the provided payment method for the Program Fee and any agreed installment payments.

The Client should retain a copy of any payment receipts or invoices for their records. Upon request, the Coach can provide a receipt or confirmation of payment. All financial and billing information will be handled confidentially.

By signing this Agreement (or by making the first payment), the Client indicates their acceptance of these payment terms and their commitment to fulfill the financial obligations of this coaching Program.

## 6. Confidentiality

**Confidential Nature of Coaching:** Both Coach and Client acknowledge that trust and openness are critical to the success of the coaching relationship. The Coach is committed to keeping all information shared by the Client **confidential** to the fullest extent permitted by law. This means the Coach will not disclose the Client's personal, business, or financial information obtained during the Program to any third party without the Client's consent, **except** as required by law or as otherwise stated in this Agreement. Confidential information includes any sensitive details about the Client's business strategies, personal goals, challenges, or any proprietary material the Client shares. The Client's identity as a participant can also be considered confidential, unless the Client permits disclosure (for example, if the Client agrees to be a reference or share a testimonial, as discussed in Section 7).

**Group Setting Consideration:** The Client understands and acknowledges that **this is a group coaching program**, not a private one-on-one setting. As such, information the Client (or any participant) shares during group sessions will be

heard by others in the Program. The Coach will establish group guidelines to respect each other's privacy (for example, asking participants not to discuss others' stories outside the group). However, the Coach **cannot guarantee** that other participants will maintain confidentiality. Each participant, including the Client, is asked to honor the trust of the group, but by the nature of group interaction, absolute confidentiality cannot be assured. The Client agrees that they will not hold the Coach liable for disclosures made by other participants. **In summary:** what is shared in the group should stay in the group, and all participants are expected to uphold that principle in good faith.

**Coach's Confidentiality Obligations:** Outside of group sessions, the Coach will not disclose any Client-specific information to others. This includes the Client's identity, business information, or personal matters, except in the following circumstances:

- **Client Consent:** If the Client gives written permission to share certain information (for instance, authorizing the Coach to communicate with an accountability partner or to use a success story as a testimonial), the Coach may do so within the agreed scope.
- **Legal Requirement:** If the Coach is required by law, court order, or governmental regulation to disclose certain information, she may do so. The Coach will, if lawful and practical, inform the Client of such requirement before disclosing. For example, if a court subpoenas coaching records or if the Coach is legally compelled to testify about the coaching communications, compliance with the law will take precedence over this confidentiality clause.
- **Serious Threats:** If the Client discloses information that leads the Coach to reasonably believe there is an imminent risk of serious harm to the Client or others, the Coach may have an ethical or legal duty to report such concerns to authorities or to warn potential victims. This could include, by way of

example, threats of self-harm, suicide, or credible threats of violence toward another person. Similarly, any indication of child abuse, elder abuse, or other reportable illegal activity may require the Coach to inform proper authorities. The Coach will act in good faith with regard to such disclosures, balancing legal obligations and the Client's privacy.

**Client's Confidentiality Obligations:** The Client also has a duty to protect the confidentiality of fellow participants and the Coach's proprietary information:

- The Client agrees not to disclose any personal or sensitive information shared by other members during the Program. This includes refraining from discussing another participant's business strategies, personal stories, or any identifying details outside the Program. The Client can, of course, talk about their **own** experience in the Program, but should not reveal others' private information.
- The Client will not share coaching session recordings, transcripts, or any content from the sessions with anyone outside the Program (unless the Coach gives explicit permission). These materials are for the Client's personal use as a participant.
- If the Program includes a group communication platform (like a private online group), the Client will not grant access to that platform to any non-participant, nor will they copy and paste discussions out of that forum for external sharing.

**Special Note on Group Calls Recording:** On occasion, the Coach may record group coaching calls (audio or video) for the benefit of the participants (e.g., so participants can replay sessions or catch up if they missed a live call). These recordings will be shared only with Program participants and are to be treated as confidential content. By participating in the Program, the Client consents to being recorded during group sessions, with the understanding that recordings will be distributed to the group and possibly used by the Coach internally for quality

improvement or training. The Coach will not publicly publish or share these recordings outside the group without permission. Likewise, the Client agrees not to record any session on their own without notifying the Coach and obtaining consent from the Coach and participants. Unauthorized recording or distribution of sessions by the Client would be considered a breach of confidentiality and this Agreement.

**Survival of Confidentiality:** The confidentiality provisions in this Agreement (and the Client's obligations to maintain confidentiality) survive the conclusion of the Program and remain in effect indefinitely. Even after the 8-week Program ends, the Client and Coach are expected to keep each other's confidential information private.

In summary, confidentiality is a core value of Dash 2 Success. The Coach will hold the Client's information in confidence, and the Client agrees to do the same for the Coach and fellow participants. Creating a safe space allows everyone to share openly and get the most from the coaching experience.

## 7. Intellectual Property Rights

**Coach's Materials and Content:** All materials provided by the Coach as part of the Dash 2 Success Program are the **intellectual property of the Coach (Gina Giampietro)**. This includes (but is not limited to) any written content, course outlines, training slides, workbooks, exercises, scripts, templates, checklists, audio recordings, video recordings of sessions, and any proprietary coaching methods or processes introduced during the Program ("Program Materials"). The Coach retains all ownership and copyright in these Program Materials. By enrolling in the Program, the Client is granted a limited, non-exclusive, non-transferable license to use the Program Materials **for their personal and professional development only**. The Client **shall not** reproduce, distribute, publish, share, or sell any of these materials to any third party without the Coach's prior written consent. This prohibition on sharing includes not posting Program Materials or

session recordings in any public forum (websites, social media, etc.) or with colleagues who are not enrolled in the Program. The Client understands that the Program Materials have been developed by the Coach through significant investment of time and expertise, and they are a valuable asset of the Coach's business. Unauthorized use or distribution of these materials is strictly prohibited and will be considered a breach of this Agreement and an infringement of intellectual property rights.

**Client's Materials and Contributions:** Any materials that the Client develops or brings into the Program that are unique to the Client's business or personal endeavors remain the property of the Client. For example, if the Client shares their own marketing plan, sales scripts they wrote, personal business data, or any other original content or intellectual property belonging to the Client, the Coach makes no claim to ownership of that material. The Client is simply sharing it for the purposes of discussion or feedback in the context of coaching. The Coach will treat any such client-owned materials as confidential (per Section 6) and will not use or disclose the Client's proprietary information outside of the coaching context without permission.

**License to Use Client's Feedback/Testimonial:** The Client agrees that the Coach may use the Client's feedback, comments, or testimonial about the Program for promotional and marketing purposes. Specifically, if the Client provides a review, writes an email expressing satisfaction or results, or makes a positive statement during a session (for example, "This program helped me increase my listings by 30% in two months!"), the Coach has the right to quote or paraphrase that feedback in marketing materials, on her website, or in conversations with prospective clients. The Coach will do so in a way that is respectful and, if requested by the Client, can anonymize the attribution (for instance, using first name and last initial, industry, or general location rather than full name, if privacy is a concern). **By default**, the Coach may use the Client's first name and general profession or city when sharing testimonials (e.g., "- John, new real estate agent

in Pittsburgh"). The Client confirms that this usage of their testimonial or success story does not require additional permission or compensation. The purpose of this clause is to allow the Coach to celebrate client successes and accurately represent the benefits of the Program to others. Of course, the Client is not obligated to provide any testimonial or feedback – but if they choose to, this clause ensures the Coach can share it. If the Client has concerns about privacy in testimonials, they should communicate that to the Coach, and the Coach will gladly accommodate (for example, using the testimonial without a name or with generic attribution like “– Program Participant, 2025”).

**Use of Group Interactions and Recordings:** The Coach may also derive insights or general advice from coaching interactions to create new content in the future (for instance, if a particular coaching question leads the Coach to write a blog post or add a module to the program, she is free to use her own knowledge and experience, including lessons learned during the Program). However, in doing so, the Coach will **not** reveal any Client confidential information or identify the Client personally without consent. If group coaching sessions are recorded (audio/video), those recordings are considered Program Materials owned by the Coach. The Coach may repurpose segments of those recordings for internal training or future program improvements. If the Coach ever wished to use a recording excerpt publicly (for example, as a case study or marketing snippet), she would seek permission from any identifiable clients in that clip.

**Intellectual Property Respect:** The Client acknowledges that all Dash 2 Success branding, trademarks, logos, slogans, and unique phrases (for example, certain coaching frameworks or patterns described in the Program) are protected intellectual property of the Coach. The Client agrees not to use the Coach's brand name or intellectual property in any misleading way. For instance, the Client should not represent themselves as an agent or partner of Dash 2 Success or Gina Giampietro, nor start their own program using the same name or materials. The Client can of course say they are a graduate of the Dash 2 Success program and

use the knowledge gained in their own practice, but they should not present the Coach's work as their own.

In summary, **all content provided by the Coach remains hers, and all personal content provided by the Client remains theirs**. Each party is simply sharing for the purpose of coaching. The Client's license to use Program Materials is for their benefit in this Program and beyond in their own business, but it does not allow retransmission or commercial use beyond the scope of this coaching engagement. The protection of these intellectual property rights ensures that the Coach can continue to provide high-quality content and that the Client's own proprietary information is also respected.

## **8. Personal Responsibility, Disclaimer, and Release of Claims**

**Personal Responsibility:** The Client acknowledges that they are fully and solely responsible for their own progress and results from the Dash 2 Success Program. The Coach will provide coaching, guidance, and tools, but it is the Client's responsibility to diligently apply what is learned and to make decisions and take actions in their own business or life. The Client agrees that they will not simply **consume** information but will **act** on the strategies and assignments in order to create desired outcomes. The Client is responsible for following through on commitments made during the coaching process (for example, completing weekly touches, implementing scripts, tracking metrics as advised). If the Client experiences challenges or feels that something is not working, it is the Client's responsibility to communicate this and seek clarification or support. In essence, the Client owns their success; the Coach is a facilitator and mentor, but cannot do the work for the Client.

**No Guarantees or Assured Outcomes:** The Client understands that the Coach has not made any promise or guarantee, either explicit or implied, about the outcome of the Program or any results the Client may achieve. The coaching is intended to

accelerate the Client's progress and improve skills (such as lead conversion, pipeline management, or other targets outlined in the program), but **every individual's results will vary**. Success in real estate (and any business) depends on many factors, including market conditions, prior experience, level of effort, and even a bit of luck. Therefore, any examples of results achieved by other clients (such as case studies, testimonials, or statistics provided in marketing materials) are for illustrative purposes only and are not indicative of what **you**, the Client, will necessarily achieve. The Client acknowledges that entering this Program, they have a realistic understanding that **no specific outcome is guaranteed**. The Coach does not guarantee, for example, that the Client will close a certain number of deals, increase revenue by a certain amount, or attain any particular financial goal as a result of this Program. The Client will not hold the Coach accountable for any perceived lack of results or success.

**Not Professional Advice (Disclaimer):** The Client further acknowledges that while the Coach is a seasoned real estate professional and coach, she is **not** providing services as an attorney, accountant, financial advisor, therapist, or any other licensed professional. Any business, marketing, or sales advice given by the Coach is based on her experience and is provided for educational and informational purposes. **Nothing in the coaching Program constitutes legal, medical, financial, accounting, or mental health advice.** For instance:

- The Coach may discuss strategies related to real estate transactions or negotiations, but this does not replace the need for the Client to consult a licensed real estate broker or attorney on contractual or legal matters.
- Discussions of financial goals or commissions are not financial planning advice; the Client should consult a financial planner or accountant for financial, tax, or investment decisions.
- Any mindset or stress-management techniques discussed are not a substitute for therapy or mental health treatment. If the Client is dealing with

psychological issues like anxiety, depression, or high stress, it is their responsibility to seek help from a licensed mental health professional.

The Coach's role is to provide guidance, share best practices, help brainstorm solutions, and hold the Client accountable to their own goals. The Client accepts that any actions they take in their business or life, during or after the Program, are taken of their own free will and volition. The Client should use their own judgment and, where appropriate, consult professionals before making significant decisions (for example, legal or financial commitments). The Coach will certainly cheer on the Client's ambitions and offer perspective, but final decisions rest with the Client.

**Indemnification:** To the extent permitted by law, the Client agrees to indemnify and hold harmless the Coach from any claims, losses, or damages (including reasonable attorneys' fees) arising out of the Client's actions, decisions, or use of advice given in the Program. In plain language, this means if the Client uses the Coach's suggestions and, for whatever reason, something goes wrong (for example, a business decision doesn't pan out or a marketing strategy leads to an unforeseen issue), the Client cannot seek to blame or recover damages from the Coach. The Client assumes all responsibility for the outcomes of their own choices.

**Release of Claims:** The Client hereby **releases**, waives, and forever discharges the Coach (and the Coach's business, team, agents, and representatives, if any) from any and all claims, liabilities, or causes of action, known or unknown, arising out of or relating to the Program or this Agreement. This release includes, but is not limited to, claims for personal injury, mental anguish, lost profits, or direct or indirect damages of any kind, that might occur as a result of the Client's participation in the coaching Program. The only exception to this release is for claims that by law cannot be waived or that arise from the Coach's intentional

misconduct or gross negligence. In any such case, the Coach's liability will still be limited as described below.

**Limitation of Liability:** In entering this Agreement, the Client understands that the Coach's total liability for any claims arising from or related to the Program, whether in contract, tort, or otherwise, shall **not exceed** the total amount of fees actually paid by the Client to the Coach for this Program. If the Client has not paid fees (for example, if an issue arises before fees are paid), the Coach's liability is limited to \$100. This limitation means that if the Client were to ever successfully sue or claim against the Coach, the maximum they could recover is the amount they paid for the Program, and no more. The Coach will not be liable for any indirect, consequential, or special damages (such as lost future profits, lost business opportunities, or emotional distress) that may result from the coaching relationship or the Client's implementation of advice. The Client agrees that this limitation is reasonable given the nature of the services and the fees charged.

**No Third-Party Liability:** The Client agrees that the Coach is not responsible or liable for the actions of any third parties that might be involved in the Program. For example, if there is a guest speaker or if the Program platform experiences technical issues, the Coach will do her best to manage these aspects, but cannot be held liable for someone else's conduct or system failures. Similarly, as noted in Section 9.5, the Coach is not liable for what other participants do or say.

By signing this Agreement, the Client acknowledges that they have read and understood the above disclaimer of warranties and release of claims. The Client understands that this is an important legal provision and that it limits their possible rights. If the Client had any questions about this clause, they have either asked the Coach or sought independent advice and have had those questions answered to their satisfaction. The Client willingly agrees to these terms, recognizing that they are an integral part of the risk allocation and basis upon which the Coach agrees to provide the Program.

## 9. Other Terms

### 9.1 Refund Policy

**All Sales Final:** Enrollment in Dash 2 Success is an investment in a **reserved spot** within a limited-capacity group program. Due to the planning and resources that the Coach commits for each participant (and the fact that a canceled spot may not be fillable on short notice), the Program Fee is **non-refundable** once this Agreement is signed and the Client's participation is confirmed. In practical terms, this means that **no refunds will be issued after the Client has enrolled**, whether or not the Client attends or completes the Program. The Client is responsible for the full Program Fee as agreed, even if they later decide to withdraw from the Program or are unable to participate in some sessions.

**Cancellation Prior to Program Start:** If the Client decides to cancel their enrollment **before** the Program's official start date, they must notify the Coach in writing as soon as possible. The Coach is not obligated to provide a refund for early cancellation; however, depending on the timing and circumstances, the Coach **may** offer a partial refund or credit **at her sole discretion**. For example, if the Client cancels well in advance and the spot can be filled by another participant, the Coach might refund a portion of the fee minus an administrative charge. This possibility is not guaranteed and should not be presumed. Absent explicit written agreement to the contrary, any deposit paid to hold a spot is non-refundable, and any pre-paid fees will be treated according to the default "no refund" policy once the Program starts.

**Withdrawal or Termination After Start:** Once the Program has begun (i.e., after the start date or after the first group session has occurred), the Client is committed to the full 8-week Program. If the Client chooses to leave the Program early or misses sessions, they are **not** entitled to a full or partial refund. Additionally, if the Client is removed from the Program by the Coach due to a breach of this Agreement or code of conduct (see Termination in Section 9.2), the

Client will not receive a refund. Any unpaid installments of the Program Fee will still be due according to the original schedule. In summary, **the Client cannot avoid payment by quitting the Program early** – the financial commitment stands. The Client should enroll with the full intention and capability to participate for the entire duration.

**No Satisfaction Guarantee:** The Coach is confident in the value of Dash 2 Success, but no “money-back guarantee” is offered. Results vary and are largely dependent on the Client’s effort (as described in Section 8). The Client is paying for access to the Coach’s expertise, the Program structure, and materials, which once delivered cannot be returned. Therefore, lack of usage or satisfaction is not a ground for refund. If the Client has concerns about the Program at any point, they are encouraged to communicate with the Coach so that issues can be addressed within the Program.

**Chargebacks and Payment Reversals:** The Client agrees not to initiate any chargeback or reversal of any payment made for the Program, regardless of the reason, without first attempting to resolve any dispute or issue directly with the Coach in good faith. Should the Client dispute a charge without following proper channels (for example, filing a chargeback with their credit card provider after the no-refund policy has been clearly agreed), this will be considered a breach of this Agreement. The Coach reserves the right to pursue the owed fees, plus any incurred legal fees or expenses, in such cases. The Client understands that the terms of this Agreement, including the refund policy, will serve as evidence to contest any unwarranted chargeback attempts.

**Extenuating Circumstances:** The Coach is aware that truly unexpected hardships can occur (e.g., medical emergencies or other life events that might severely impair the Client’s ability to continue). While the default policy is no refunds, the Coach may, in rare and compassionate cases, work out an alternative solution with the Client. This could be a credit toward a future program, a pause/delay in

the Program (if feasible), or another arrangement. Such accommodations are not guaranteed and will be evaluated on a case-by-case basis at the Coach's discretion. Any exception in one case does not set precedence for others.

By agreeing to this Refund Policy, the Client affirms that they have read and understood the terms and agree that **purchasing the Dash 2 Success Program is a final sale**. The Client has considered their commitment seriously and is prepared to follow through. The Coach commits to delivering the Program as described, and the Client commits to full engagement, knowing that a change of mind after the start will not result in a refund.

## **9.2 Termination of Agreement**

This Agreement may be terminated before the end of the 8-week Program under the following conditions:

**Termination by Coach (for Cause):** The Coach reserves the right to terminate this Agreement and the Client's participation in the Program at any time if the Client materially breaches any term of this Agreement or the Program's code of conduct. Grounds for termination by the Coach include, but are not limited to:

- **Non-Payment:** If the Client fails to pay any amount due and such failure is not remedied within 7 days after written notice from the Coach, the Coach may terminate the Client's access to the Program (and any remaining balance of the Program Fee will become immediately due).
- **Disruptive or Unethical Behavior:** If the Client engages in conduct that is harmful to the group or the Coach, such as harassment of other participants, use of hateful or inappropriate language, persistent disruption of sessions, or any behavior that violates the respect and safety expectations outlined in this Agreement, the Coach may remove the Client from the Program. One warning may be given (depending on severity), but

the Coach is not obligated to provide multiple warnings if the behavior is egregious.

- **Violation of Confidentiality/IP:** If the Client shares confidential information outside the group without permission, or if the Client misuses or distributes Program Materials in violation of Section 7 (Intellectual Property Rights), these actions will be considered serious breaches and can result in immediate termination.
- **Illegal or Unethical Activities:** If it comes to the Coach's attention that the Client is engaged in illegal activities or other conduct that could reflect poorly on the Program or other participants (for example, fraud, dishonesty in business dealings discussed in the Program, etc.), the Coach may choose to terminate the relationship to maintain the integrity and values of the Program.

If termination by the Coach for cause occurs, the Client is **not entitled to a refund** of any portion of the Program Fee. Any unpaid installment payments will immediately become due and payable. The Coach will provide notice of termination in writing (email is sufficient), citing the reason for termination. After such termination, the Coach may deny the Client access to any remaining sessions, materials, or program forums.

**Termination by Client:** The Client may terminate this Agreement at any time by providing written notice to the Coach. However, the Client understands that **no refunds** will be given (per Section 9.1) for any unused portion of the Program if they elect to leave early. If the Client is on a payment plan, they remain obligated to pay any remaining balance of the Program Fee despite early termination. Essentially, the Client can choose to stop participating, but they will not receive money back and are still responsible for the full fee. The Coach would appreciate feedback in such a case (to understand the reason for early exit and to see if any issues could be resolved), but that is at the Client's discretion.

**Termination by Coach (for Convenience):** In highly unusual circumstances, the Coach may decide to terminate the Program early or remove the Client from the Program **without cause** (for reasons not related to any wrongdoing by the Client). For example, if the Coach experiences an unforeseen personal emergency or is unable to continue the Program due to illness or other significant issue, or if the Coach determines that continuing the Program is not feasible (perhaps due to low enrollment or technical failures), the Coach may end the Agreement. In such event, the Coach will provide a pro-rata refund to the Client for any portion of the Program that was paid for but not delivered. For instance, if the Program ended halfway (4 out of 8 sessions delivered), the Coach would refund approximately 50% of the fee, or if the Coach terminates just the Client's involvement without cause, a fair calculation will be made for the unused sessions. Alternatively, the Coach may, in consultation with the Client, offer to transfer the Client into a similar program or a future cohort as a make-good, if that solution is acceptable to the Client. The Coach will make efforts to minimize disruption and to act fairly in such situations.

**Effect of Termination:** Upon termination of this Agreement for any reason, the Client will immediately cease using any remaining Program services. The Client will also remain bound by certain provisions of this Agreement that survive termination by their nature. Specifically, **Sections 5 (Investment and Payment), 6 (Confidentiality), 7 (Intellectual Property), 8 (Personal Responsibility & Disclaimer), 9.1 (Refund Policy), 9.3 (Dispute Resolution & Governing Law), 9.4 (Non-Defamation), and 9.5 (Group Participant Responsibility)** shall survive the expiration or termination of this Agreement, as well as any other clauses that are necessary to interpret or enforce the Agreement. Termination does not relieve the Client of any liability for fees due up to the date of termination or any damages caused by their breach of the Agreement.

After termination, the Client shall no longer have access to the Program's private materials or groups (the Coach may remove the Client from any online forum or

disable access to any membership site). The Client is expected to continue honoring confidentiality and intellectual property rules even post-termination.

In summary, while this Agreement anticipates an 8-week commitment from both parties, either party can terminate early under certain conditions. The Coach has the right to protect the Program and its members by removing someone who violates the rules, and the Client has the right to leave (albeit without refund). It's our mutual hope that neither party finds reason to invoke this clause and that the full coaching engagement is completed as planned.

### **9.3 Dispute Resolution and Governing Law**

**Good Faith Negotiation:** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the Program, both the Client and the Coach agree to first engage in good faith discussions to resolve the matter amicably. This means that before taking any formal legal action, the party raising the issue will communicate the nature of the dispute to the other party (for example, via a written email outlining the concern) and allow a reasonable opportunity for a discussion and attempt at mutual resolution. Both parties agree to listen and attempt to understand the other's perspective and to explore potential solutions. Many misunderstandings can be resolved at this level, and the Coach is committed to working with the Client in a fair and reasonable manner to address any concerns.

**Mediation (Optional Step):** If a resolution cannot be reached through informal discussion, the parties may (by mutual agreement) seek to resolve the dispute with the help of a neutral third-party mediator. Mediation is a voluntary, non-binding process in which a trained mediator facilitates negotiation between parties. If both parties agree to mediation, they will cooperate in selecting a mediator and splitting the mediator's fees equally (unless otherwise agreed). The mediation would likely occur in Pittsburgh, Pennsylvania (or virtually via video conference), unless another location is mutually agreed upon. Each party would

bear their own attorneys' fees (if any) in the mediation. **Mediation is not mandatory under this Agreement, but it is encouraged** as a potentially efficient and less adversarial way to handle conflicts.

**Arbitration / Court:** If a dispute cannot be resolved through negotiation or mediation, either party may pursue **legal action** to resolve the issue. Given the nature of this Agreement, both parties agree that any remaining dispute shall be resolved **either by binding arbitration or litigation in a court**, at the election of the party that did not initiate the dispute (this is a bit unconventional and is optional in phrasing – typically, an agreement either mandates arbitration or court. To keep it simpler, we might just specify one route). For clarity, and because this is a formal legal-style agreement, we will specify the jurisdiction for litigation:

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Pennsylvania**, without regard to its conflict of law principles. It is the intention of the parties that Pennsylvania substantive law (particularly relevant to contracts and business transactions) will apply to all issues arising out of or relating to this Agreement.
- **Jurisdiction and Venue:** The parties agree that any lawsuit arising out of or relating to this Agreement or the Program shall be filed in either the federal or state courts located in **Allegheny County, Pennsylvania** (which is the county including Pittsburgh), and each party consents to the personal jurisdiction of such courts. The Client explicitly agrees that these courts will have proper venue and jurisdiction and waives any objections (such as inconvenience of forum) to litigating there. The reason for this choice of venue is that the Coach's business is based in Pennsylvania, and having a consistent legal forum benefits both parties by providing predictability.

**Attorneys' Fees:** In any action or proceeding to enforce rights under this Agreement, if such action results in a judgment in favor of one party, the

prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. (This clause incentivizes both parties to resolve matters fairly, because if one brings an unfounded claim or refuses a fair resolution, they risk having to pay the other's legal fees.)

**Limitation Period:** The parties agree that any claim or cause of action arising out of this Agreement must be brought within **one (1) year** of the conclusion of the Program or the date on which the claim arose, whichever is earlier. After this time, such claim is permanently barred, regardless of any statute of limitations that might otherwise apply. This is to ensure that any disputes are handled promptly and while information is fresh.

**Acknowledgment:** The Client understands that by agreeing to this dispute resolution process and forum selection, they may be waiving certain rights to sue elsewhere or to a jury trial (if arbitration is later agreed as the method). The parties have chosen these provisions to create a predictable and fair process in the unlikely event of a dispute.

In plain terms: We first try to talk it out. If that fails, we might try mediation. If that still doesn't resolve things, we will resolve it under Pennsylvania law, likely in a Pittsburgh court. Let's hope none of that is ever needed, and our professional relationship remains positive and beneficial.

## 9.4 Non-Defamation (Non-Disparagement)

The Client and Coach each agree to uphold the reputation of the other and of the Program, and to handle any disagreements or frustrations **privately and respectfully**, rather than through public criticism.

**Client's Agreement:** The Client agrees that they will not, at any time during the Program or thereafter, make or publish any defamatory or disparaging remarks, comments, or statements (whether written or oral) about the Coach, the Coach's business or team, or the Dash 2 Success Program. This includes, but is not limited

to, negative reviews on social media, forums, or other websites that go beyond a fair and honest description of the Client's experience. The Client certainly has the right to share their opinions and experiences, but by signing this Agreement, the Client agrees not to launch personal attacks or spread false information. If the Client is unhappy with some aspect of the Program, they agree to communicate those issues directly to the Coach (as outlined in Section 9.3 for dispute resolution) rather than airing grievances in a way that could damage the Coach's reputation or business. The intention here is not to silence the Client, but to ensure professionalism. For example, a statement of honest opinion like "I didn't feel this program was the right fit for me" is acceptable, whereas an attack like "This coach is a fraud and scammer" (if untrue) would be defamatory and thus forbidden by this clause.

**Coach's Agreement:** Similarly, the Coach agrees not to disparage the Client. The Coach will not publicly criticize or speak ill of the Client at any time. The Coach's business relies on professional relationships and word-of-mouth, and it's equally important to maintain respect for clients, even if the relationship ends or difficulties arise. The Coach will handle any issues with the Client discretely and will refrain from any action that would damage the Client's personal or professional reputation.

**Context of Non-Defamation:** This clause does **not** prevent either party from giving truthful information if required by law or legal process (for example, if subpoenaed to testify in a court case). It also does not prevent the Client from privately sharing their experience with a small circle (like advisors or a spouse) as long as those aren't public statements that could spread widely. The focus is on avoiding **public** disparagement or defamation.

**Social Media and Public Forums:** The Client should be particularly cautious about posting on social media or online forums about their dissatisfaction (if any). If something about the Program isn't meeting expectations, the Coach encourages

the Client to talk to her first. Many issues can be resolved or are perhaps due to a misunderstanding. Posting angry comments publicly not only can harm the Coach, but it might violate this Agreement and lead to potential legal action for damages or injunction to remove the content. Both parties agree that, should a dispute ever arise, they will refrain from posting about it publicly and will instead follow the dispute resolution processes outlined above.

By including this clause, we aim to maintain a professional, supportive environment and to protect all parties' reputations. This Program is built on trust and mutual respect, and both Coach and Client should act in a manner that upholds those values even if their professional paths diverge.

## **9.5 Responsibility for Other Participants (Group Environment)**

The Client acknowledges that the Dash 2 Success Program is delivered in a **group coaching environment**, meaning multiple clients are participating simultaneously. With that in mind, the following points clarify the Coach's and Client's responsibilities (or lack thereof) regarding the actions and experiences of other participants:

**Coach Not Liable for Participant Conduct:** The Coach is **not responsible** for the behavior, actions, or remarks of other participants in the Program. While the Coach will set ground rules and actively facilitate a respectful space (as detailed under expectations and the non-disparagement clause), each participant controls their own conduct. If another participant says or does something inappropriate or offensive, the Coach will address it as the facilitator (and possibly remove that person if it violates the code of conduct), but the Coach cannot bear liability for harm caused by another participant's comments. The Client agrees that they will not hold the Coach liable for any negative interactions or outcomes that result from other participants' input or behavior. For example, if another participant gives the Client business advice during a group discussion and the Client acts on it to

poor effect, the Client cannot hold the Coach liable just because it happened within a Program session. Each person's contributions are their own.

**Group Dynamics:** Participating in a group means that learning can come from peers as well as the Coach. There is value in hearing questions, successes, and struggles from others in the same program. However, it also means the focus and attention are shared. The Client understands that the Coach will manage group time to give everyone opportunities, but not every session will revolve solely around one person's needs. The Client agrees to be patient and cooperative in group discussions, recognizing that sometimes attention will be on others (from which the Client can still glean insights). The Coach is not responsible if the Client feels they "didn't get enough time" in group; the Coach will do her best to allocate time fairly, but group coaching inherently involves listening as well as speaking.

**Inter-Participant Interactions:** Any communication or interaction that the Client engages in with other participants outside of the formal Program sessions (for instance, if two participants decide to collaborate on a project, or have side communications) is **outside the scope** of this Agreement. The Coach is not involved in private dealings between participants and holds no responsibility for those interactions. However, if any such outside interaction leads to a concern (for example, another participant harasses the Client outside of sessions), the Client should inform the Coach so she is aware of potential issues within the group dynamic. The Coach can at least then take appropriate action within the Program (such as mediating a conflict or removing a problematic member, if needed).

**No Guarantee of Other Participants' Performance:** The Client also understands that individual results will vary among participants. Some will have great successes to share; others may struggle. The Coach does not guarantee the performance of any other participant (just as she does not guarantee the Client's own results). Each person's outcomes depend on their own context and effort. The presence of high-achieving participants is meant to inspire, not to promise

that everyone hits the same benchmarks. Conversely, the presence of participants who may be slower to progress does not diminish the Program's value; it's part of the group learning process.

**Mutual Support:** While the Coach isn't responsible for what participants do, she does encourage an ethos of mutual support. Participants are encouraged (but not forced) to support each other, perhaps through positive feedback, sharing resources, or holding each other accountable in between sessions. The Client can benefit from this camaraderie, but it's important to note that any advice or feedback from peers is **not professional guidance from the Coach**. The Client should weigh peer advice carefully and, when in doubt, consult the Coach or their own professional judgment.

In summary, the Client entered a group coaching agreement with the understanding of a community learning environment. The Coach will lead and moderate that community, but cannot control every variable within it. The Client agrees to take personal responsibility for their own experience within the group, to contribute positively, and to not transfer blame to the Coach for actions of third parties (i.e., other participants). This clause underscores that joining a group program comes with both benefits and considerations that differ from one-on-one coaching, and the Client accepts those as part of the package.

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**Entire Agreement:** This Agreement constitutes the entire understanding between the Coach and the Client with respect to the Program, and supersedes all prior or contemporaneous agreements, representations, or understandings (whether written or oral) concerning the Program. Any amendments or modifications to this Agreement must be made in writing and signed by both parties (email confirmation by both can suffice as written consent).

**No Assignment:** The Client may not assign or transfer any rights or obligations under this Agreement to any other person. The Program enrollment is specific to

the Client and may not be transferred or shared without the Coach's express written permission. The Coach may assign this Agreement to a successor or affiliate (for example, if her coaching business is acquired or transferred), provided that the commitments to the Client are still honored.

**Severability:** If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be unenforceable, the remainder of the Agreement will continue in full force and effect. The unenforceable part will be deemed modified to the smallest degree necessary to make it enforceable, if possible, so as to best carry out the intent of the parties.

**Waiver:** No waiver by either party of any provision of this Agreement or any breach thereof shall be effective unless in writing, and no waiver shall constitute a continuing waiver. A failure to enforce any provision on one occasion shall not be construed as a waiver of that provision or any other provision.

**Acknowledgment and Acceptance:** The Client acknowledges that they have read this Agreement in full, understand all its terms, and have had the opportunity to ask questions or consult an advisor about its content. By signing below (or by indicating agreement electronically), the Client accepts and agrees to all of the above terms and conditions. The Coach likewise agrees to uphold her obligations under this Agreement.

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**Coach:** Gina Giampietro

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Client:** [Client Name]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_