

THE ELEVATION METHOD

TEM 1:1 COACHING SERVICES AGREEMENT

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Prepared for: [CLIENT FULL NAME]

Effective Date: [DATE]

This 1:1 Coaching Services Agreement (“Agreement”) is entered into between Jessica Sta. Maria, doing business as The Elevation Method (“The Elevation Method,” “TEM,” “Coach,” “we,” “us,” or “our”), and [CLIENT FULL NAME] (“Client,” “you,” or “your”).

A copy of this Agreement may be provided during the coaching application process so prospective clients can review the terms before purchasing. Submission of a coaching application does not itself create a coaching relationship or guarantee acceptance into coaching.

If approved and Client purchases coaching, Client will be required to electronically execute this Agreement before personalized coaching services begin.

By signing, Client confirms that they have read, understood, and voluntarily agree to the following terms.

1. SERVICE DETAILS

Service Tier: [GUIDED 1:1 COACHING / PREMIUM 1:1 COACHING]

Service Term: [MONTH-TO-MONTH / 12 WEEKS / 24 WEEKS]

Payment Structure: [EVERY 4 WEEKS / 3 INSTALLMENTS / 6 INSTALLMENTS / PAID IN FULL]

Total Contract Price: \$[TOTAL CONTRACT PRICE]

Payment Amount: \$[PAYMENT AMOUNT]

Billing Schedule: [BILLING SCHEDULE]

Coaching Start Date:[DATE]

The specific service tier, term, payment structure, and pricing listed above are part of this Agreement.

2. NATURE OF COACHING

The Elevation Method provides personalized nutrition coaching, nutrition education, behavior-change support, accountability, planning, and general wellness guidance.

Depending on Client's goals and needs, coaching may include:

- individualized nutrition strategy
- calorie and macronutrient guidance
- portion-based nutrition guidance
- meal structure and meal planning
- food and grocery recommendations
- convenience and backup nutrition strategies
- restaurant, travel, weekend, and social eating strategies
- hunger, fullness, and craving awareness
- behavioral pattern identification and problem-solving
- habit development

- environmental and planning strategies
- general movement and lifestyle guidance
- progress monitoring
- educational resources
- personalized coaching materials
- The Elevation Blueprint
- TEM Skill Map
- Personal Nutrition Playbook
- meal-plan or nutrition-plan resources
- other TEM frameworks and coaching tools as appropriate

Recommendations may change throughout coaching as additional information becomes available and Client's needs, goals, circumstances, or progress change.

Coaching is collaborative. Coach provides professional guidance and recommendations, but Client retains responsibility for their own choices, implementation, and participation.

3. GUIDED 1:1 COACHING

If Client purchases Guided 1:1 Coaching, services include:

- personalized onboarding and coaching strategy
- individualized nutrition and behavior-change guidance
- access to applicable personalized coaching materials
- weekly Monday check-ins
- Coach review and feedback on submitted check-ins
- appropriate adjustments to Client's coaching strategy

- access to relevant TEM educational resources
- access to the TEM Client Portal and applicable Shared Files

Guided Coaching is designed as a lower-access coaching tier.

Guided Coaching does NOT include:

- a recurring monthly private coaching call
- unlimited messaging
- continuous or real-time access to Coach
- on-demand private calls

Questions and updates may be submitted as permitted through the coaching platform, but substantive coaching feedback is primarily provided through the scheduled weekly check-in process unless otherwise agreed.

Additional private coaching calls may be purchased separately, subject to availability.

4. PREMIUM 1:1 COACHING

If Client purchases Premium 1:1 Coaching, services include:

- personalized onboarding and coaching strategy
- individualized nutrition and behavior-change guidance
- access to applicable personalized coaching materials
- weekly Monday check-ins
- Coach review and feedback on submitted check-ins
- appropriate adjustments to Client's coaching strategy
- access to relevant TEM educational resources
- access to the TEM Client Portal and applicable Shared Files

- ongoing coaching communication within applicable support boundaries
- one private coaching call per coaching month, approximately 45–60 minutes in duration

Premium Coaching provides greater access to Coach than Guided Coaching.

Private coaching calls must be scheduled through the designated scheduling system and are subject to Coach availability.

Unless otherwise approved by Coach, an unused monthly coaching call does not create:

- cash value
- a refund
- a credit against future payments
- an automatic entitlement to multiple accumulated calls

Additional private coaching calls may be purchased separately.

5. WEEKLY CHECK-INS

The standard weekly check-in day is Monday.

Preferred submission window:

6:00 AM–10:00 AM Eastern Time

Earlier Monday submissions receive priority review.

Check-ins submitted later may receive later responses.

Client is expected to provide accurate and useful information regarding the previous week, including relevant nutrition behaviors, adherence, challenges, patterns, progress, hunger, energy, movement, stress, and other information reasonably necessary for effective coaching.

Client does not need to have a “good week” before checking in.

Honest reporting is essential because Coach can only respond to the information Client provides.

Missed check-ins do not:

- extend the coaching term
- create a refund
- create a credit
- reduce Client's payment obligation
- guarantee a make-up check-in

Coach may make reasonable exceptions at their discretion.

6. COMMUNICATION & RESPONSE TIMES

Coaching communication is not real-time communication.

Coach generally responds to coaching communications within approximately 24–48 business hours during applicable support periods, depending on the Client's service tier, message complexity, workload, holidays, illness, travel, and other reasonable circumstances.

Client understands that:

- Coach is not continuously available
- messaging is not an emergency service
- instant responses are not guaranteed
- coaching communication should remain within professional boundaries
- the type and frequency of communication available depends on the purchased coaching tier

If Client has a medical, psychiatric, or other emergency, Client should contact appropriate emergency services or qualified healthcare professionals rather than relying on TEM messaging.

7. PRIVATE COACHING CALLS

Where a private coaching call is included or separately purchased:

- Client is responsible for scheduling the session
- at least 24 hours' notice is required to cancel or reschedule
- cancellations made with less than 24 hours' notice may result in forfeiture of the session
- failure to attend a scheduled session may result in forfeiture of the session
- emergencies and exceptional circumstances may be considered at Coach's discretion

A forfeited or unused session does not ordinarily create a refund, credit, cash value, or automatic replacement session.

8. CLIENT RESPONSIBILITIES

Client agrees to:

- provide truthful, accurate, and materially complete information
- communicate openly about relevant challenges and changes
- disclose relevant medical conditions, medications, injuries, symptoms, restrictions, or health changes when they may affect coaching
- consult an appropriately qualified healthcare professional when necessary
- obtain medical clearance before making significant nutrition, exercise, or lifestyle changes when appropriate
- ask questions when recommendations are unclear
- notify Coach if a recommendation appears unrealistic, unsustainable, overly restrictive, or inappropriate
- immediately discontinue any activity or recommendation that produces concerning symptoms and seek appropriate care

- understand that implementation decisions remain Client's responsibility
- participate voluntarily
- use coaching materials only as permitted under this Agreement
- maintain the confidentiality and security of Client's own portal/login credentials
- communicate respectfully
- comply with payment obligations
- understand that coaching outcomes require Client participation and cannot be produced by Coach alone

Client confirms that they are at least 18 years old and legally capable of entering into this Agreement.

9. SCOPE OF PRACTICE

The Elevation Method provides nutrition coaching, nutrition education, general wellness guidance, behavior-change support, and accountability.

TEM services are not a substitute for individualized care from a physician, registered dietitian where required, licensed mental-health professional, or other appropriately qualified healthcare provider.

Unless separately licensed and expressly providing such services through an appropriate professional practice, TEM does not provide:

- medical diagnosis
- medical treatment
- medical nutrition therapy
- treatment of disease
- prescription of medications
- psychotherapy
- mental-health diagnosis

- treatment of eating disorders
- emergency medical or psychiatric care

Nutrition and wellness coaching may involve discussion of behavior, motivation, emotions, habits, stress, or psychological concepts. Such discussion does not transform nutrition coaching into psychotherapy or mental-health treatment.

Client should consult appropriate licensed professionals for medical conditions, eating disorders, significant psychiatric concerns, pregnancy-related medical guidance, medication management, or any matter outside TEM's scope.

Coach may recommend that Client seek additional professional evaluation or support where appropriate.

10. NO GUARANTEE OF RESULTS

Coach agrees to provide the coaching services described in this Agreement professionally and in good faith.

Coach does not guarantee any specific outcome.

No representation or guarantee is made regarding:

- weight loss
- weight gain
- body composition
- body-fat percentage
- measurements
- appearance
- athletic performance
- health outcomes
- rate of progress

- specific timeline
- maintenance of results
- behavioral change
- any other particular result

Results vary based on numerous factors, including Client participation, consistency, physiology, medical status, lifestyle, environment, sleep, stress, movement, adherence, and circumstances outside Coach's control.

Client acknowledges that coaching is a two-way process.

Payment purchases professional coaching services and support—not a guaranteed outcome.

11. PAYMENT AUTHORIZATION

Client authorizes TEM and its payment processors to charge the payment method provided according to the payment structure selected at enrollment.

Client is responsible for maintaining a valid payment method.

Client agrees to promptly update payment information when necessary.

12. MONTH-TO-MONTH COACHING

Month-to-month coaching renews according to the billing schedule disclosed at enrollment unless Client cancels.

Client may cancel month-to-month coaching by providing written notice before the next scheduled billing date.

Once a recurring payment has been processed:

- that payment is non-refundable

- the current billing period remains active according to the applicable service terms
- cancellation applies to future renewals

TEM does not provide prorated refunds for unused portions of a billing period.

13. FIXED-TERM COACHING COMMITMENTS

If Client selects a 12-week or 24-week coaching commitment, Client is purchasing the entire specified coaching term.

An installment plan is a payment method for the total contracted service.

It is NOT a month-to-month cancellation option.

For example:

A 12-week agreement paid in three installments represents the purchase of twelve weeks of coaching with the total price divided into three scheduled payments.

A 24-week agreement paid in six installments represents the purchase of twenty-four weeks of coaching with the total price divided into six scheduled payments.

Client remains financially responsible for the full agreed contract price regardless of:

- participation level
- missed check-ins
- unused coaching resources
- missed sessions
- loss of motivation
- voluntary disengagement
- a decision to stop participating before the end of the term

Stopping participation does not automatically cancel the remaining installment obligation.

Any exception must be expressly approved by TEM in writing.

14. PAID-IN-FULL PURCHASES

Paid-in-full coaching purchases represent payment for the entire selected coaching term.

Except where otherwise required by law or expressly provided in this Agreement, paid-in-full purchases are non-refundable.

Voluntary non-participation does not create a refund or credit.

15. NO-REFUND POLICY

Except where otherwise required by law or expressly stated in this Agreement, payments made to TEM are non-refundable.

This includes, without limitation:

- **recurring coaching payments already processed**
- **fixed-term installment payments already processed**
- **paid-in-full coaching purchases**
- **missed check-ins**
- **unused resources**
- **Client's voluntary non-participation**
- **late cancellations**
- **missed calls**
- **failure to implement recommendations**
- **changes in Client motivation or personal preference**

The absence of participation does not mean coaching services were unavailable and does not automatically create a refund obligation.

16. FAILED OR LATE PAYMENTS

If a scheduled payment fails, becomes overdue, is disputed, or remains unpaid, TEM may suspend:

- coaching feedback
- messaging access
- calls
- portal access
- delivery of additional materials
- other services

until the payment issue is resolved.

Suspension of service due to nonpayment does not itself cancel a fixed-term Client's remaining contractual payment obligations.

TEM reserves all lawful rights relating to collection of amounts properly owed under this Agreement.

17. PAUSES & FREEZES

TEM may permit a temporary coaching pause or freeze for exceptional circumstances, including significant illness, surgery, family emergencies, or other circumstances Coach determines warrant an accommodation.

Pauses are granted solely at Coach's discretion and are not automatically available.

If a pause is approved, the terms of the pause—including its duration, effect on service dates, and effect on billing—will be confirmed in writing.

A pause does not automatically suspend or alter payment obligations unless TEM expressly confirms otherwise in writing.

18. TERMINATION BY CLIENT

Month-to-month Clients may discontinue future renewals as described in Section 12.

Clients enrolled in fixed-term commitments remain subject to the financial obligations described in Section 13 unless TEM expressly agrees otherwise in writing.

Client may stop actively participating at any time, but voluntary non-participation does not automatically cancel amounts owed under a fixed-term agreement.

19. TERMINATION BY TEM

TEM may suspend or terminate coaching where reasonably necessary, including for:

- **abusive, threatening, discriminatory, harassing, or inappropriate behavior**
- **repeated violation of professional boundaries**
- **nonpayment**
- **fraudulent activity**
- **misuse or unauthorized distribution of TEM intellectual property**
- **material dishonesty that prevents appropriate coaching**
- **conduct that makes the coaching relationship unsafe or unworkable**
- **repeated violations of this Agreement**
- **needs that clearly exceed TEM's scope of practice**
- **circumstances where continued coaching would be inappropriate or potentially harmful**

If TEM terminates services because of Client misconduct, breach, or nonpayment, Client is not automatically entitled to a refund.

If TEM independently determines that continued coaching is inappropriate for reasons unrelated to Client misconduct or breach—for example, because Client’s needs require services outside TEM’s professional scope—TEM may terminate the relationship, cancel future unearned installment obligations, and refund any unused prepaid future coaching on a reasonable prorated basis where appropriate.

TEM may also provide referrals or recommend that Client seek another qualified professional.

20. INTELLECTUAL PROPERTY

The Elevation Method retains all ownership rights in its proprietary materials, systems, methodologies, content, and intellectual property.

Protected materials include, without limitation:

- The Elevation Method methodology
- The Elevation Blueprint
- TEM Skill Map
- Personal Nutrition Playbook
- assessments
- frameworks
- worksheets
- questionnaires
- coaching prompts
- educational resources
- written materials

- videos
- audio recordings
- presentations
- templates
- meal-planning frameworks
- behavior-change tools
- client resources
- course materials
- proprietary terminology
- systems and processes
- any substantially similar derivative materials created by TEM

Client receives a limited, personal, non-exclusive, non-transferable, revocable license to use materials provided through coaching solely for Client's own personal use.

Client may NOT, without TEM's prior written permission:

- sell TEM materials
- resell TEM materials
- redistribute TEM materials
- publicly post or publish TEM materials
- reproduce substantial portions for others
- share paid resources with non-clients
- sublicense materials
- upload proprietary materials to public repositories
- remove ownership or copyright notices

- teach or commercially distribute TEM frameworks as their own
- reproduce TEM templates for another coaching business
- adapt TEM intellectual property into competing commercial products or services
- use TEM proprietary materials to develop, train, or substantially reproduce competing commercial coaching products, programs, systems, or artificial-intelligence outputs

Unauthorized commercial use or distribution may result in termination and may subject Client to available legal remedies.

Client retains ownership of Client's own personal information, original reflections, photographs, and personal data.

Customization of a TEM template for Client does not transfer ownership of the underlying TEM template, structure, methodology, or intellectual property.

21. CLIENT INFORMATION, PROGRESS DATA & PHOTOGRAPHS

Client may voluntarily provide information including:

- body weight
- measurements where applicable
- photographs
- nutrition information
- progress data
- lifestyle information
- check-in responses
- coaching reflections
- other information relevant to coaching

Client authorizes TEM to receive, store, review, and use this information as reasonably necessary to provide coaching services.

Providing information for coaching purposes does NOT grant TEM permission to use Client's:

- name
- likeness
- progress photographs
- testimonial
- personal story
- identifiable results

for marketing, advertising, social media, or promotional purposes.

Any such marketing use requires separate explicit authorization from Client.

22. PRIVACY & THIRD-PARTY PLATFORMS

TEM may use third-party platforms and service providers to deliver coaching, process payments, schedule appointments, communicate with Client, store materials, and manage Client information.

These may include coaching portals, payment processors, email providers, scheduling services, cloud-storage providers, meal-planning platforms, and similar business tools.

Client understands that electronic communication and third-party technology involve inherent privacy and cybersecurity risks.

TEM will use reasonable business practices to protect Client information but cannot guarantee absolute security of third-party systems or electronic communications.

23. GENERAL MOVEMENT & EXERCISE GUIDANCE

TEM is primarily a nutrition and behavior-change coaching service.

Where appropriate, Coach may provide general wellness-oriented guidance concerning:

- **daily movement**
- **step goals**
- **general physical activity**
- **recovery habits**
- **basic exercise consistency**
- **non-individualized movement suggestions**

Unless separately agreed and appropriately qualified, TEM coaching does not include individualized medical rehabilitation, physical therapy, or clinical exercise prescription.

Client is responsible for determining whether physical activity is appropriate for them and should seek medical clearance when necessary.

24. ASSUMPTION OF PERSONAL RESPONSIBILITY

Client understands that changes to nutrition, physical activity, body weight, and lifestyle may affect Client differently depending on individual circumstances.

Client voluntarily chooses whether and how to implement coaching recommendations.

Client remains responsible for:

- **monitoring their own health**
- **seeking appropriate medical care**
- **communicating concerning symptoms**
- **making final decisions concerning food, movement, supplements, and lifestyle**

Nothing in coaching should be interpreted as an instruction to ignore medical advice or delay necessary professional healthcare.

25. SUPPLEMENTS

Where supplements are discussed, information is provided for general educational purposes unless otherwise expressly stated.

TEM does not prescribe medication or represent supplements as treatment for disease.

Client is responsible for consulting an appropriately qualified healthcare professional regarding:

- medication interactions
- medical contraindications
- pregnancy or breastfeeding
- diagnosed medical conditions
- allergies
- supplement safety
- other individualized medical concerns

26. PROFESSIONAL BOUNDARIES

The coaching relationship is a professional service relationship.

Client agrees to maintain respectful communication and appropriate boundaries.

TEM is entitled to establish reasonable limits regarding:

- messaging
- response times
- session scheduling

- communication channels
- business hours
- scope of discussion
- use of Coach's personal information
- inappropriate or abusive communications

Persistent boundary violations may result in suspension or termination of services.

27. FORCE MAJEURE & TEMPORARY SERVICE INTERRUPTION

TEM will make reasonable efforts to deliver services as scheduled.

Coach will not be considered in breach of this Agreement for reasonable delays or temporary interruptions caused by circumstances outside Coach's reasonable control, including serious illness, emergency, natural disaster, widespread technology failure, or similar events.

Where practical, TEM will communicate material interruptions and make reasonable arrangements for affected services.

28. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement will be governed by the laws of the State of New York, without regard to conflict-of-law principles, except where applicable law requires otherwise.

Before initiating formal litigation, the parties agree to make a good-faith effort to resolve disputes informally.

Where appropriate and mutually agreed, the parties may attempt mediation before pursuing litigation.

Nothing in this section prevents either party from exercising rights that cannot lawfully be waived.

29. ENTIRE AGREEMENT

This Agreement, together with the specific service details identified above and any documents expressly incorporated into it, constitutes the entire agreement between TEM and Client concerning the coaching services described here.

It supersedes prior oral discussions or informal representations concerning those services.

Marketing materials and conversations may explain the service, but they do not modify this Agreement unless a change is expressly confirmed in writing by TEM and Client.

30. MODIFICATIONS

Any material modification to Client's specific:

- service tier
- contract term
- payment obligation
- included services

must be agreed to in writing.

TEM may make reasonable operational changes that do not materially reduce the purchased service, including changes to platforms, forms, communication systems, resource delivery, or administrative procedures.

31. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

32. NO WAIVER

If TEM chooses not to enforce a provision on one occasion, that does not permanently waive TEM's right to enforce the same or another provision later.

A discretionary exception does not create an ongoing entitlement to future exceptions.

33. ELECTRONIC COMMUNICATION & SIGNATURE

Client agrees to receive this Agreement and related coaching communications electronically.

Electronic signatures are intended to have the same force and effect as handwritten signatures to the extent permitted by applicable law.

Client will receive or be able to access an electronic copy of the completed Agreement.

34. ACKNOWLEDGMENT

By signing below, Client acknowledges and agrees that:

- Client has read this Agreement
- Client understands the services being purchased
- Client understands the difference between Guided and Premium Coaching where applicable
- Client understands the selected coaching term
- Client understands the selected payment structure
- Client understands that a fixed-term installment plan is a payment plan for the entire contracted term—not a month-to-month cancellation option

- **Client understands the no-refund policy**
- **Client understands the scope and limitations of nutrition coaching**
- **Client understands that TEM does not guarantee specific results**
- **Client accepts responsibility for their own implementation and health decisions**
- **Client understands the communication and scheduling expectations**
- **Client understands TEM's intellectual-property restrictions**
- **Client voluntarily agrees to participate under these terms**

THE ELEVATION METHOD

AGREEMENT ACCEPTANCE

Please note: By signing this document, you acknowledge that you have reviewed, understood, and agree to the terms of the **1:1 Coaching Services Agreement** associated with your purchased coaching service. Your enrollment and payment have already been completed. **Personalized coaching services will begin once this Agreement has been electronically signed.**

Business Signature	Client Signature
Jessica Sta	
9/9/2026	Signature 9/9/2026