



## Benjy Sherer Coaching – Emotional Fitness Program:

### Client Contract

This document outlines the agreements and responsibilities of the *Client* and of the *Coach* for *Benjy Sherer's 8 Week Emotional Fitness Training Program*.

This is meant to be a friendly – though legally binding – agreement between *Client* and *Coach* for the purposes of the work being performed in this program. It is 'friendly' in the sense that it is meant to provide the framework for a healthy and mutually respectful and trusting working environment for the purposes of the emotional healing journey we are embarking upon together.

To avoid overly complicated legal jargon and to make this contract readable and understandable to everyone, from this point forth, the *Coach* (*Benjy Sherer*) and his company (*Benjy Sherer Coaching*) will be referred to in the first person (*I/Me/Mine/My*), and the *Client* shall be referred to in the second person (*You/Your/Yours*).

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### Section 1: You Acknowledge:

- 1.1: I am a **coach**. I am **not** a medical professional, psychiatrist, psychologist, therapist, counsellor, etc... and I have never claimed to be one nor to have any of these or other specific certifications. You are hiring me for my personal wisdom, my experience, my time, my attention, and for a course I have created providing practical tools, skills and wisdom for emotional healing. You are not hiring me for medical expertise or clinical diagnosis, and I have never claimed to have such qualifications or provide such services.
- 1.2: The views expressed in this program are my personal opinions and have not been subject to approval from any certifying board. You acknowledge that you are entering this program of your own free will, with an understanding of what you have signed up for, simply because you resonate with my message and believe that I have demonstrated sufficient expertise and ability to guide you through a self-healing process.
- 1.3: You agree to use appropriate discernment and judgment when applying the tools and skills learned in this course. It's up to you to operate yourself according to your own best judgment. When understood and used appropriately, there is nothing in this program that should be capable of causing any harm, and you accept responsibility for using these tools safely and as intended and not taking anything out of context.
- 1.4: Results are '**guaranteed**', not '**promised**'. I.e: I cannot exactly 'promise' that any specific results will follow from this program. Everyone's results will be different and dependent on many factors, including your commitment and coachability throughout the process. However, I am offering a satisfaction guarantee, whereby your investment is protected and can be returned to you in full, if you are not satisfied with the coaching provided, contingent on certain conditions (*all details outlined in the 'Money Back Guarantee' portion of this agreement [Section 3]*).



## Section 2: You promise:

- 2.1: You will not share your login information for the course with any unauthorized users.
- 2.2: You will not share the videos, audio files, documents, or any information in this program with unauthorized users without explicit permission.
- 2.3: You will not download and store the videos from this program without explicit permission. (You may, however, download and store the audio files provided, as that is their intended use).
- 2.4: You will not reproduce my content or my methods, in whole or in part, for redistribution, reselling, or to be used in your own coaching, training or therapy programs without my expressed permission.
  - **2.5: Breaking any of the rules above may result in legal action and immediate dismissal from the program without warning and without refund.**
- 2.6: You will conduct yourself with appropriate attitude, energy and decorum in all Group Sessions, in the Private and Public Facebook Groups, and in all Private Correspondence with me. You will show up committed, coachable and persistent, kind and respectful, to the best of your ability, in order to insure an emotionally safe environment and pleasant experience for everyone involved.
  - **2.7: Repeated instances (or in extreme cases, even a single instance) of breaking this rule may result in immediate dismissal from the program without warning or refund.**
    - 2.7.1: I assure you, I'm not looking to take advantage of any situation. I would always rather have a successful client who transformed their life, or – in the worst case scenario - a friend out there in the world with whom things just didn't work out, than a disgruntled client with a vendetta. I will never kick you out for unjustified reasons and will not withhold training or coaching unless there is good cause.
- 2.8: You promise to complete any agreed to ongoing or follow-up payments promptly and without fail. **If you miss any payments, access to the course and/or the Private Facebook Group may be revoked temporarily or indefinitely.**
  - 2.8.1: This clause is not relevant for anyone who chose the Pay-in-Full option and paid their full fee upon joining the course. There are **NO HIDDEN FEES** and if you paid in full up-front, you will **never** be charged again unless there was a specific agreement of such payments.



### **Section 3: Money Back Guarantee Details.**

The purpose of this guarantee is to help you feel fully comfortable jumping into this program with both feet, knowing that if you fully commit yourself, you have nothing to lose.

So, please don't enter this program HOPING to get your money back... You should be hoping to experience grand shifts, to commit yourself to doing the work, and to expecting a better life for yourself on the other side.

Let's get you healed, whole and living your best life.

### **CONDITIONS FOR THE GUARANTEE:**

- 3.1: You must complete the full program (watch the videos in all 8 modules of the course) within 12 weeks of your enrollment date.
- 3.2: You must adequately complete the 8 'Progress Reports' found in the course during that time and demonstrate that you have been watching the trainings and doing the homework.
- 3.3: If, for whatever reason, you fulfill the above conditions and — by the end — don't feel like you have seen significant shifts and/or have the tools to move yourself onto a better path in your life, you will have 30 days (from the time you submit your last progress report) to let me know.
- 3.4: At that point, you'll be able to decide whether you think you just need extra coaching and attention to make it work, or if you would prefer to receive your money back and walk away. If the above conditions have been fulfilled and you would prefer to get your money back, your full payment will be refunded without any objection.

I am 100% committed to getting you results and would prefer to part ways as friends if you don't get what you came for rather than having any bad blood between us.

This way, the question of 'will this work for me?' becomes irrelevant. The only question you need to ask yourself is "will I do the work?". If you do, then you have nothing to lose.



#### **Section 4: I promise.**

- 4.1: To conduct myself with the utmost integrity. To always have your wellbeing and your healing as my utmost priority. To adhere to the details of the Money Back Guarantee without resistance.
- 4.2: To ensure communications are always done with compassion, empathy and a sensitivity to the struggles you are going through. To never judge you for expressing yourself. To never give up on you as long as you continue to show up with a good attitude, committed, coachable, and persistent.
- 4.3: To provide lifetime access to the materials in this program.
  - 4.3.1: Should I ever shut down operations of my business, I promise to notify all clients and to make the material accessible for download for personal storage for a period of at least 1 year from the time of shut down.
- 4.4: Never to share or reveal your personal identity or information without permission.
- 4.5: Never to sell your personal information under any circumstance and to make all reasonable efforts to protect your personal information from hacking or piracy.
- 4.6: To provide impeccable care and the following materials and support, depending on which tier of support has been agreed upon and paid for:

4.6.1: **Core Course Content:** To provide a comprehensive 8-week program with significant guidance, wisdom, tools and skills for your healing journey, as well as direct feedback on your weekly progress reports. Feedback on these progress reports will be given for your first run-through of the program. If you choose to go through the material multiple times, direct response and feedback on these reports is not guaranteed.

4.6.2: **Group Coaching Tier:** To provide access to the **Core Course Content**, PLUS ongoing Live Q&A's, online, through Zoom or otherwise, for a minimum of 6 months from the time of your enrollment. Q&A's will be done weekly; however, reasonable allowance will be made for occasional missed sessions due to holidays, personal illness, family emergencies, or other personal reasons. Access to a Private Facebook Group for students and recordings of past Q&A's will also be provided for a minimum of 6 months.

4.6.3: **Full Coaching Tier:** To provide access to the **Core Content** and **Group Coaching Tier** resources and support, PLUS ongoing, personal, on-demand support in the form of e-mails, recorded videos, and/or 1-on-1 phone calls or zoom calls, for a minimum of 6 months from the time of your enrollment. Requests for support should be submitted by email to [BSherer@therightson.com](mailto:BSherer@therightson.com), and all efforts will be made to respond to any requests for guidance and support in a timely fashion.



## **Section 5: Extra notes.**

### **5.1: Refunds:**

- 5.1.1: Except under the circumstances outlined in *Section 3* of this agreement, there are NO GUARANTEED REFUNDS for any reason. The granting of any and all refunds for any reasons that do not fall under the 'Money Back Guarantee' conditions will be at my sole discretion.
- 5.1.2: I have no interest in holding anyone hostage to their agreement. If a refund is respectfully requested, in a timely manner, for a reasonable cause, the request will be respectfully considered.
- 5.1.3: Any refunds granted (other than those pertaining to the 'Money Back Guarantee') will be subject to a cancellation fee equaling no less than 10% of the total amounts paid. Once again, the amount of this cancellation fee will be at my sole discretion and will depend largely on how much time has passed since you enrolled and how much of the course content you have accessed.
- 5.1.4: Once 8 weeks have passed after your enrollment in the program, no refunds will be granted for any reason (except under the conditions of the Money Back Guarantee).

### **5.2: Choosing not to continue:**

- 5.2.1: For any client with outstanding and pending payments who chooses not to continue with the program, you may choose to cancel future payments. Refunds of original payments will not be returned, but future payments will not be collected. Access to the program and any other resources will be revoked.
  - 5.2.2: If more than 8 weeks has passed since your enrollment in the program, the above clause is to be ignored and future payments may still be required.

### **6: Good faith.**

- All of the rules and clauses in this agreement shall always be enforced in good faith, with integrity and respect for both parties at the forefront. No clause shall ever be applied out of context or unjustly to force *You* or *I* into any unfair circumstances beyond the reasonable scope of their initial intended use.