

Coaching Contract

This agreement is between _____ (“Coach”) and _____ (“Student”). The Coach and Student together may be referred to as “Parties”.

The Student wishes to retain the services of the Coach in matters relating to real estate wholesaling, and the Coach agrees to provide those services.

The Coaching process involves the following elements:

- reviewing Student leads and providing specific “next step” guidance in a timely manner (this will be done for at least 12 months. At that point, it will be up to Student whether or not to keep sending leads in and partnering).
- instruction and guidance on determining the values of homes
- instruction and guidance on determining the offer prices of all our deals
- instruction and guidance on the proper preparation and execution of sales and assignment contracts.
- the Coach being reasonably available by email to answer Student questions. Student will have Coach’s personal email address that is checked by Coach PERSONALLY.
- instruction and guidance on finding buyers for all our deals and building a buyer’s list

It is anticipated that the result of the coaching will be that the Student will learn the ins and outs of what it takes to become a successful real estate wholesaler. The Coach in no way guarantees the success of the Student, makes any warranties (express or implied) or promises that the Student will make any specific amount of money during this process although he does *expect* to see the Student succeed. Individual results vary from person to person and the Coach has no way of intelligently foreseeing who has the right set of tools for this line of work.

Term and Dates:

The Parties agree that the services described above will be provided by the Coach over a period of twelve (12) months, commencing with the date of this contract. The schedule of such services will be mutually agreed to by the Parties.

Compensation:

The Client agrees to pay the Coach \$2,000 up front with signing of this contract. In addition to this, the Student shall split the first 12 month’s wholesale deals completed with the Coach at the split ratio of 50/50.

Coach will decide which title company to use, and the title company shall pay both Student and Coach their 50% individually on each deal.

Disputes and Resolutions:

The Parties agree to first attempt to resolve any disputes or breach between themselves. Should the dispute or breach not be able to be resolved between the Parties, the Parties agree to utilize binding arbitration through the American Arbitration Association. Punitive damages will not be

awarded as a result of any dispute arising out of this agreement and the Parties will jointly share in the expenses associated with the arbitration.

Relationship:

During the term of this agreement, the Coach reserves the right to perform similar services for other Students throughout the country and even in the same general vicinity as the Student. The Coach shall respect the Student's confidentiality and shall not at any time disclose Student's business or procedural information to any other Student.

The Student gives permission for the Coach to list the Student on the Coach's Client list and to utilize quotes from Student in promotional material, including Coaches website.

The parties to this agreement agree that their relationship is one of client and independent contractor. This agreement does not create any formal employee/employer relationship, temporary employee relationship or partnership. No benefits the client provides to their employees are available or will be paid to the Coach, such as medical or unemployment insurance, or any other fringe benefits during the performance of this agreement and the Coach is responsible for all taxes as an independent contractor.

The Coach and Student (including all staff members who will be engaged in the Coaching) enter into this agreement with the understanding that the Student is responsible for their own decisions, actions and results. The Student agrees not to hold the Coach liable for any decisions made, actions or results of any actions or situations created as a direct result of the Coaching.

Due to the sensitive nature of the Coaching relationship, all Coaching relationships and information discussed in the Coaching conversations will not be divulged without the express written permission of the Student. The Coach may disclose the following as part of future marketing efforts: the identity of the Student, the nature of the work and the duration.

Jurisdiction:

The validity and enforceability of this agreement shall be governed by the laws of the State of Florida.

Renewal Option:

Should both Parties agree, the term of this agreement may be extended for an additional 12 months. Pricing and terms for this additional option period will be negotiated at the time of extension along with any other agreement clause that may need revising. Should this option be exercised, a written amendment to this agreement shall be signed by both Parties."

Default:

In the event either party is in default on any provision of this agreement, the defaulted Party may give notice of its intention to terminate this agreement, should the default not be corrected within seven (7) days. On the first day after the seven (7) day period, the defaulted party may terminate and be entitled to all damages and remedies that are available to it by law.

Termination:

This contract is non-cancelable for the complete term of 12 months except for extreme non-performance on the part of either parties. "Extreme non-performance" shall be defined as either the Coach no longer making himself reasonably available to the Student or the Student becoming in default of payment for over 2 months. No refunds shall be made at any time or for any reason otherwise.

Severability:

Should any provision of this agreement be found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this agreement.

Changes:

Any changes or modifications to this agreement shall be agreed to by both Parties, made only in writing and signed by both Parties.

Both Parties agree to the above terms:

Date:

Date: