**Tailor Made Fitness Program Agreement**

Accepted By: Joe Flaherty, Tailor Made Fitness, LLC.

This service agreement (the "Agreement") incorporates and includes the preceding Cover Sheet and all defined terms and conditions therein. As of the Agreement Date, Joe Flaherty of Tailor Made Fitness, LLC. (the "Provider") has agreed to provide services to the Customer on the terms and conditions set out in this Agreement. Customer is of the opinion that the Provider has the proper and necessary qualifications, experience and ability to provide Services to the Customer. Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Provider (collectively referred to as the "Parties") agree to the following:

1. **Description of Services.** Provider shall provide one of the following programs of Customer's choosing as indicated on the Cover Sheet.

   A. **Tailor Made Fitness Online Coaching** includes & is limited to the following:
   - A free one-on-one consultation to discuss goals & needs
   - Customized Training & Nutrition Templates based on the consultation
   - Access to all Exclusive Client Content
   - Weekly follow-ups (via Skype, Phone, in person, etc.) to discuss adjustments

**2. Legal Disclaimer.** By submitting payment, you declare that while you are a Customer of the Provider, all the substances you use are obtained and used in accordance with their governing laws. You forego all rights to hold the Provider liable for any damages caused in relation to following advice given as your trainer. Services, content and information are being provided solely for informational purposes. These services, content and information may not have been reviewed by medical professionals. The Provider is not a doctor; any information given during the Customer-Provider relationship does not constitute medical advice. Accordingly, it is recommended that you seek medical clearance before implementing anything recommended by the Provider.

**3. Terms of Agreement.** This Agreement and Services provided herein shall begin on the starting date of the program that will be mutually decided by the Parties following creation of their program. The date of conclusion will also be mutually determined by the Parties. Provider is not required to provide any services to the Customer after the Agreement has been terminated, regardless of Customer's use (or lack of use) of the services during the term of the Agreement.

**4. No Results Money Back Guarantee:** If the Customer follows *all* recommendations made by the Provider as closely as possible for the first full month of the relationship and sees no results, the Provider shall refund the initial payment. Estimation of results shall be based on the Provider's assessment of the data.

**5. Payment.** Customer shall pay to the Provider the amount and in the manner agreed to following the consultation. Customer agrees to make full payment regardless of Customer's use, or lack of use, of the services during the term of the Agreement. All payments are non-refundable, with the exception of any payment that falls underneath the description of paragraph 4 of this Agreement.

**6. Customer Conduct.** Customer agrees to conduct himself or herself in a respectful manner when communicating with the Provider. Inappropriate or abusive conduct or behavior by the Customer is cause for termination of this Agreement. If the Provider terminates this Agreement for this cause, the Customer is still responsible for full payment and is not entitled to a refund from the Provider.

**7. Termination.** Provider reserves the right to terminate this Agreement for any reason at any time. Upon such termination and if such termination is NOT for cause as described in paragraph 6 of this Agreement, Provider shall refund any unused portion of the Customer's payment.

**8. Relationship of the Parties.** The Parties acknowledge and agree that the services provided by the Provider shall be as an independent contractor and that nothing in their Agreement shall be deemed to constitute a partnership, joint venture, agency relationship, employer/employee relationship, or otherwise between the Parties.

**9. Notice.** All notices or demands regarding this Agreement shall be given in writing and delivered to the Parties.

**10. Integration.** This Agreement constitutes the entire understanding between the Customer and the Provider. Representations, promises, agreements or understandings, written or oral, not contained herein shall not be of any force of effect.

**11. Severability.** If any part of this Agreement is held to be illegal or unenforceable, neither the validity of the enforceability of the remainder of this Agreement shall be in effect.

**12. Force Majuere.** Provider shall not be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war or civil commotion.

**13. Choice of Law.** This Agreement, the performance of obligations thereunder, and all lawsuits or special proceedings regarding this Agreement, shall be construed in accordance with and governed by the laws of the State of Illinois.

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